

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
December 17, 2019
9:30 A.M.

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

1. Review and approval of minutes.
2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
3. 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.

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 4 – 55)

4. Discuss, consider, and take appropriate action on a line item transfer for Animal Services (Williamson Co Regional Animal Shelter).

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-004510	Facility Maint.	955.00
To	0545.0545.004500	Maint. Contracts	955.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0475-004902	Legislative Supplement	\$11,611.55
To	0100.0475.001927	Co Atty Legislative Supplement	\$9,503.64
To	0100-0475-002010	FICA	\$727.03
To	0100.0475.002020	Retirement	\$1,380.88

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6. Discuss, consider and take appropriate action on approving property tax collections for the month of November 2019 for the Williamson County Tax Assessor/Collector.
 7. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 thru 12/11/2019 for the Williamson County Tax Assessor/Collector.
 8. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
 9. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, November 2019 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
 10. Discuss, consider and take appropriate action on noting in the minutes the County Investment Academy Certificate of Achievement certifying that Commissioner Valerie Covey has completed 10 hours of investment education for 2019 that satisfies Section 2256.008 of the Texas Public Funds Investment Act.
 11. Discuss, consider and take appropriate action on reappointing Gary Neel to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2021.
 12. Discuss, consider and take appropriate action on reappointing Bill Lawson to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2021.
 13. Discuss, consider and take appropriate action on reappointing Barry Cryer to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2021.
 14. Discuss, consider and take appropriate action on reappointing Tommy Bailey to the Weir ESD #6 board with the term to commence immediately and continue until December 31, 2021.
 15. Discuss, consider and take appropriate action on reappointing Ted Koy to the Weir ESD #6 board with the term to commence immediately and continue until December 31, 2021.
 16. Discuss, consider and take appropriate action on reappointing John Fenoglio to the Florence ESD #7 board with the term to commence immediately and continue until December 31, 2021.
 17. Discuss, consider and take appropriate action on reappointing Bennie Piper to the Georgetown ESD #8 board with the term to commence immediately and continue until December 31, 2021.
 18. Discuss, consider and take appropriate action on reappointing Troy Rodriguez to the Georgetown ESD #8 board with the term to commence immediately and continue until December 31, 2021.
 19. Discuss, consider and take appropriate action on reappointing Ira "Trey" Wood to the Georgetown ESD #8 board with the term to commence immediately and continue until December 31, 2021.
 20. Discuss, consider and take appropriate action on reappointing Rajendra Punukollu to the ESD #9 board with the term to commence immediately and continue until December 31, 2021.

21. Discuss, consider, and take appropriate action on reappointments for the following ESD Boards of Commissioners to serve until December 31, 2021:
 - ESD 1- Laurie Golding and Steven Rundell
 - ESD 2- Darryl Pool
 - ESD 9- Bob Vogt
22. Discuss, consider and take appropriate action on a Funding Agreement by and between the Williamson County Fair Association, Inc. and Williamson County relating to the funding of the of the Williamson County Fair and Rodeo.
23. Discuss, consider and take appropriate action on authorizing the extension of Electronic Payment Processing Services contract 1708-179 with Certified Payments, renewal option period 2, for the same terms and conditions as the existing contract for the term of January 16, 2020 - January 15, 2021.
24. Discuss, consider, and take any appropriate action regarding the approval of the early voting polling locations and voting hours for the 2020 Republican Party and Democratic Party Primary Elections to be held March 3, 2020. Walburg location removed, Jarrell ISD location added.
25. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Charter Communications Operating, LLC to provide the installation of Fiber Internet to the Commissioner Pct. 4 Office located at 321 Ed Schmidt Blvd, Hutto, TX 78634 in the amount of \$1,473.00 a month with a \$250.00 install fee and authorizing execution of the agreement.
26. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Charter Communications Operating, LLC to provide the installation of internet to the new EMS building located at 150 Swindoll Ln, Hutto, TX 78634 in the amount of \$165.95 a month with a \$99.00 install fee per DIR contract #DIR-AN-NG-CTSA-008 and authorizing execution of the agreement.
27. Discuss, consider and take appropriate action on exempting ReadyOp Communications, Inc. from the competitive bidding requirements established by Section 262.024 (a)(7) of the Texas Local Government Code Discretionary Exemptions as the sole provider of the ReadyOp Communications Platform and approving purchase for said application in the amount of \$10,000.
28. Discuss, consider and take appropriate action to approve a Non-Revenue User Agreement with the Cameron County Regional Mobility Authority.
29. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies with First United Methodist Church in Round Rock. (Traffic control and security during Christmas Eve and Easter services).
30. Discuss, consider and take appropriate action to approve the re:SearchTx Participation Agreement between Tyler Technologies and the Williamson County District Clerk.
31. Discuss, consider and take appropriate action on authorizing the purchase of EHR Software in the amount of \$16,380.00 (First Year) and \$10,080.00 (Ongoing Annual Licensing Fee) to support the operations of the MOT Department and authorizing execution of the software and license service agreement between Williamson County and Adaptamed, LLC.

32. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Planning, Design, Management and Oversight of Park Bond Projects under RFQ #2727.
33. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Small Maintenance Projects under RFQ #2965.
34. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Planning and Design of Flood Protection System under RFQ #2967.
35. Discuss, consider and take appropriate action on a Supplemental Agreement No. 2 to the Agreement for Landscape Architectural Services between Williamson County and studio16.19, LLC to provide compensation for additional landscape architecture services relating to the Brushy Creek Regional Trail Section Repair Project (15RFQ105) in the not-to-exceed amount of \$1,809.94 and the Compensation Cap/not-to-exceed fee of the agreement shall be increased by the said sum as necessary. Funding source is P-321.
36. Discuss, consider, and take appropriate action on accepting and approving a report on the Williamson County Jail Renovations FY 2019 Project: Change Order #4 in the amount of \$25,714.00 to approve funding from within the existing contract contingency for added ceiling replacement, mantrap field modifications, and HVAC modifications which was executed by Tom Stanfield, a Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.
37. Discuss, consider and take appropriate action on approving a Master Service Agreement with Mtech for HVAC, Plumbing, Electrical Services and Pipe/Duct work in the not-to-exceed amount of \$350,000 per BuyBoard Contract #558-18 and authorizing the execution of all related documents.
38. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Jim Witten Roof Consultants to provide roof repairs to three (3) county facilities in the amount of \$26,000.00 (basic fee) plus any potential additional service charges per Section III of the agreement, and authorizing execution of the agreement.
39. Discuss, consider and take appropriate action on approving a Service Contract with LMC Corporation for Wall and Plumbing Repair at the Round Rock Annex in the amount of \$16,919.28 per BuyBoard Contract #520-16 and authorizing the execution of all associated documents.
40. Discuss, consider and take appropriate action on approving a 2013 Park Bond Budget Transfer to move \$9,734 from Horse Stall Barn (P474) to Expo Concession & Restrooms (P475).
41. Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 2 under Williamson County Contract between Kleinfelder, Inc. and Williamson County dated February 23, 2017 for On Call Geotechnical Engineering and Materials Testing. The funding source is 01.0200.0210.004160 Lab Fees.
42. Discuss, consider and take appropriate action on approval of the MS4 Stormwater Annual Report.
43. Discuss, consider and take appropriate action regarding the closing of Limestone Road and Magna Lane in the Stonewall Ranch subdivision to repair roadway settlement.

44. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$31,881.14 for CR 110 Middle (James Construction Group) , a Road Bond project in Commissioner Pct. 4.
P:261 Funding Source: Road Bond
45. Discuss, consider and take appropriate action on Change Order No 1 to contract number IFB 1907-331, in the amount of \$10,920.12 for CR 279 Stabilizing, Milling and Overlay from CR 281 to Liberty Hill City Limits.
46. Discuss, consider and take appropriate action authorizing the County Judge to execute a Real Estate Contract with Samuel Glenn Patterson for right of way needed on the CR 111 project (Parcel 18).
Funding: Road Bonds P249
47. Discuss, consider and take appropriate action authorizing the County Judge to execute a Real Estate Contract with Rivery City Partners, LTD. for right of way needed on the Corridor C- SH 29 Bypass project (Parcel 2 Part 2). Funding: Road Bonds P459
48. Discuss, consider and take appropriate action authorizing the County Judge to execute a Real Estate Contract with Eric Winkelmann for right of way needed on the SE Loop- Corridor A1 project (Parcel 82). Funding: Road Bonds P463
49. Discuss, consider and take appropriate action authorizing the County Judge to execute a letter agreement with Justin & Darline Warriner for a grading easement needed on the Great Oaks Bridge Project (Parcel 2). Funds: Road Bonds P270
50. Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Santa Rita Ranch South subdivision – Precinct 2.
51. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 9 subdivision - Precinct 3.
52. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1, Section 12 subdivision - Precinct 3.
53. Discuss, consider and take appropriate action on approval of the replat of Lot 3 of the Elgin Acres subdivision – Precinct 4.
54. Discuss, consider and take appropriate action on approval of the final plat for the Bailey Park Phase IV subdivision - Precinct 3.
55. Discuss, consider and take appropriate action on approval of the replat of Lots 17, 18 & 21-27, Block A, of the Business Park at Brushy Creek Section 2 subdivision – Precinct 4.

REGULAR AGENDA

56. Discuss, consider and take appropriate action on an Interlocal Agreement for School Resource Officer Program Between Round Rock ISD & Williamson County Sheriff's Office & Williamson County for RRISD School Years 2021/2022, 2022/2023, 2023/2024, 2024/2025, and 2025/2026.
57. Discuss and take appropriate action on the Community Development Block Grant program's 2018 Consolidated Annual Performance and Evaluation Report.

58. Hear a presentation and take appropriate action on salary study recommendations for Cycle 2B.
59. Hear presentation on the Family Reunification Project and discuss, consider and take appropriate action on request to apply for grant funding through the Office of Governor.
60. Discuss, consider and take appropriate action on responding to a Request for Applications from The Center for Effective Public Policy for assistance with implementing the Arnold Ventures pre-trial assessment tool and to receive assistance as a Learning Site.
61. Discuss, consider and take any appropriate action regarding approval of formal License & Use Agreement to allow Wilco Back Forty, LLC and Heyday Hospitality, LLC (dba Wish Well) access and use of public parking at the Williamson County Criminal Justice Facility Parking Garage.
62. Discuss, consider and take appropriate action on the transfer of PCN 180, PCN 181, PCN 182, PCN 183, PCN 1211, PCN 1706 and associated expenses from Magistrate Department (0477) to Pretrial department (0591) effective 12-17-2019.
63. Discuss, consider, and take appropriate action on salary dollars for PCN 1942 and PCN 1713 in the Pretrial Department (0591).
64. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$861.00

65. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$861.00

66. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for a Sheriff's Office donation.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$130.00

67. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for a Sheriff's Office donation.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	\$130.00

68. Discuss and hear presentation from Dan Wegmiller of Specialized Public Finance regarding the County's debt financing plan.
69. Consideration and action with respect to "Order Authorizing the Issuance of Williamson County, Texas Unlimited Tax Road Bonds in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving Paying Agent/Registrar Agreements, Official Statements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds."
70. Consideration and action with respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Park Bonds in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving the Forms of Paying Agent/Registrar Agreements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds."
71. Consideration and action with Respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Refunding Bonds in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving the Forms of Paying Agent/Registrar Agreements, the Forms of Purchase Agreements and Escrow Agreements; Establishing Procedures for Selling and Delivering One ore More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds."
72. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Ingram Technologies LLC to remove and replace aging servers at the Williamson County Jail in the amount of \$224,655.30 per DIR contract #DIR-TSO-4132 and authorizing execution of the agreement.
73. 10:00 AM - Conduct a public hearing regarding proposed amendments to the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.
74. Discuss, consider and take appropriate action on amending the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.
75. Receive updates on the Department of Infrastructure projects and issues.
76. Discuss, consider and take appropriate action on the Williamson County Landfill Annual Report for fiscal year 09-01-2018 to 08-31-2019.
77. Receive and acknowledge the December 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.
78. Discuss, consider and take appropriate action on awarding RFQ #2448 General Engineering Consultant (Road and Bridge) and RFQ #2449 General Engineering Consultant (Road Bond) to the most qualified respondent HNTB Corporation and authorizing execution of the Professional Service Agreements.

79. Discuss, consider and take appropriate action authorizing the County Judge to execute the First Amended Interlocal Agreement Between Williamson County and the City of Round Rock Regarding the Oak Bluff Estates Drainage Project.
80. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$150,000 from 2013 Non-Departmental (P290) to Greenfield/Oak Bluff Drainage Improvements (P506).
81. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$208,869.67 for CR 176 at RM 2243 (Joe Bland Construction), a Road Bond project in Commissioner Pct. 3. P:241 Funding Source: Road Bond

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)."

82. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- A. Real Estate Owned by Third Parties
- Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
 - b) Discuss the acquisition of real property for CR 176 at RM 2243
 - c) Discuss the acquisition of real property: CR 101
 - d) Discuss the acquisition of real property: CR 200
 - e) Discuss the acquisition of real property for County Facilities.
 - f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
 - g) Discuss the acquisition of real property for SH 29 @ DB Wood.
 - h) Discuss the acquisition of real property for Hairy Man Rd.
 - i) Discuss the acquisition of real property for N. Mays.
 - j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - k) Discuss the acquisition of real property for CR 111.
 - l) Discuss the acquisition of real property for Corridor H
 - m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
 - n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - o) Discuss the acquisition of right-of-way for Corridor C.
 - p) Discuss the acquisition of right-of-way for Corridor F.
 - q) Discuss the acquisition of right-of-way for Corridor D.
 - r) Discuss the acquisition of right-of-way for SE Loop.
 - s) Discuss the acquisition of right-of-way for Reagan extension.
 - t) Discuss the acquisition of property near the County landfill.
 - u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
 - v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
 - x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- 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 sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office

Training Facility

- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

- 83.** Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
- a) Business prospect(s) that may locate or expand within Williamson County.
 - b) Wolf Lakes
 - c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
 - d) Project Deliver
 - e) Project Advantage
 - f) Project Cedar
 - g) Project Expansion
 - h) Project Arcos
 - i) Project Woods
- 84.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Employee/personnel related matters
 - d) 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.
 - e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
 - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
 - j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - k) Valerie Adams - EEOC Charge No. 450-2018-03807
 - l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
 - n) BANGL Pipeline Project
 - o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
 - p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of

Travis County, Texas

q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927

r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.

s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.

t) Civil Action No. A19CV1110RP; Adam Reposa v. Robert Chody et. al, In the United States District Court for the Western District of Texas.

u) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.

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

REGULAR AGENDA (continued)

- 86.** Discuss and take appropriate action concerning real estate.
- 87.** Discuss and take appropriate action concerning economic development.
- 88.** Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Employee/personnel related matters
 - d) 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.
 - e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
 - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
 - j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - k) Valerie Adams - EEOC Charge No. 450-2018-03807
 - l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
 - n) BANGL Pipeline Project
 - o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
 - p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
 - q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
 - r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
 - s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.

t) Civil Action No. A19CV1110RP; Adam Reposa v. Robert Chody et. al, In the United States District Court for the Western District of Texas.

u) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.

89. Discuss, consider and take appropriate action on approving the amount of \$784.07 in settlement of a property damage claim submitted by Kelly Frederickson for property damage occurring on or about July 15, 2019; and authorize the County Judge to execute settlement documents, if any, approved as to form by the County Attorney's Office.
90. Discuss, consider and take appropriate action on approving the amount of \$1,000.00 in settlement of a property damage claim submitted by Everett Hicks for property damage occurring on or about July 8, 2019; and authorize the County Judge to execute settlement documents, if any, approved as to form by the County Attorney's Office.
91. 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.
92. Comments from Commissioners.

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 13th day of December, 2019 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**4.****Meeting Date:** 12/17/2019

Line Item transfers

Submitted For: Cheryl Schneider**Submitted By:** Cheryl Schneider, Animal Services**Department:** Animal Services**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Animal Services (Williamson Co Regional Animal Shelter).

Background

Transfer funds to cover a maintenance agreement for the commercial dishwasher.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-004510	Facility Maint.	955.00
To	0545.0545.004500	Maint. Contracts	955.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Cheryl Schneider

Final Approval Date: 12/11/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

12/11/2019 08:57 AM

12/11/2019 09:13 AM

Started On: 12/10/2019 03:58 PM

Commissioners Court - Regular Session**5.****Meeting Date:** 12/17/2019

Line Item Transfer

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

Information**Agenda Item**

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

Background

The funds are being requested to transfer from a Legislative Supplement to pay for supplement for employees.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0475-004902	Legislative Supplement	\$11,611.55
To	0100.0475.001927	Co Atty Legislative Supplement	\$9,503.64
To	0100-0475-002010	FICA	\$727.03
To	0100.0475.002020	Retirement	\$1,380.88

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Stephanie Lloyd

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

12/12/2019 10:22 AM

12/12/2019 11:39 AM

Started On: 12/12/2019 08:57 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 12/17/2019

Property Tax Collections – November 2019

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving property tax collections for the month of November 2019 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[110119-113019 GWI-RFM](#)[110119-113019 GWI-RFM Graph](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 10:31 AM

Started On: 12/12/2019 10:13 AM

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
November 1-30, 2019

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	\$288,080,730.50	\$643,085.26	\$288,723,815.76	\$14,687,377.91	\$0.00	(\$4.28)	\$267,407,269.42	\$21,316,546.34	7.38%	7.38%	7.48%
2018 & Prior	\$2,372,220.70	(\$168,960.87)	\$2,203,259.83	(\$127,804.94)	\$9,416.77	\$544.74	\$2,154,029.25	\$49,230.58	2.23%	4.67%	
Rollbacks	\$365,097.69	\$223,659.42	\$588,757.11	\$148,345.73	\$0.00	(\$0.21)	\$397,167.85	\$191,589.26	32.54%	32.54%	
Total All	\$290,818,048.89	\$697,783.81	\$291,515,832.70	\$14,707,918.70	\$9,416.77	\$540.25	\$269,958,466.52	\$21,557,366.18	7.39%	7.41%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	\$27,355,408.62	\$61,612.40	\$27,417,021.02	\$1,395,192.14	\$0.00	(\$0.46)	\$25,393,286.70	\$2,023,734.32	7.38%	7.38%	7.48%
2018 & Prior	\$208,455.77	(\$15,780.37)	\$192,675.40	(\$11,703.68)	\$983.84	\$51.03	\$187,836.86	\$4,838.54	2.51%	5.14%	
Rollbacks	\$33,250.27	\$20,537.37	\$53,787.64	\$13,535.70	\$0.00	(\$0.02)	\$36,343.83	\$17,443.81	32.43%	32.43%	
Total All	\$27,597,114.66	\$66,369.40	\$27,663,484.06	\$1,397,024.16	\$983.84	\$50.55	\$25,617,467.39	\$2,046,016.67	7.40%	7.41%	

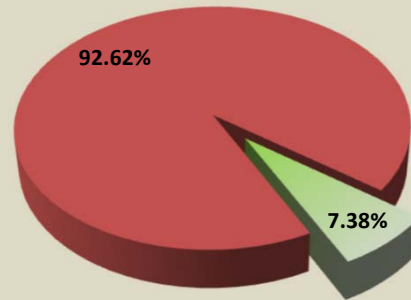
2019 COMBINED MONTHLY BREAKDOWN

Oct-19	\$318,415,163.55	\$69,338.91	\$318,484,502.46	\$7,496,527.39	\$48,223.83	\$1,321.80	\$310,986,653.27	\$7,497,849.19			
Nov-20	\$318,484,502.46	\$694,814.30	\$319,179,316.76	\$16,104,942.86	\$10,400.61	\$590.80	\$295,575,933.91	\$23,603,382.85			

Year to Date Collection Report October 1, 2019 - November 30, 2019

YTD Collected YTD Uncollected

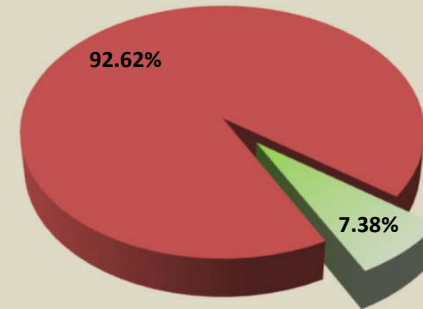
GWI



Year to Date Collection Report October 1, 2019 - November 30, 2019

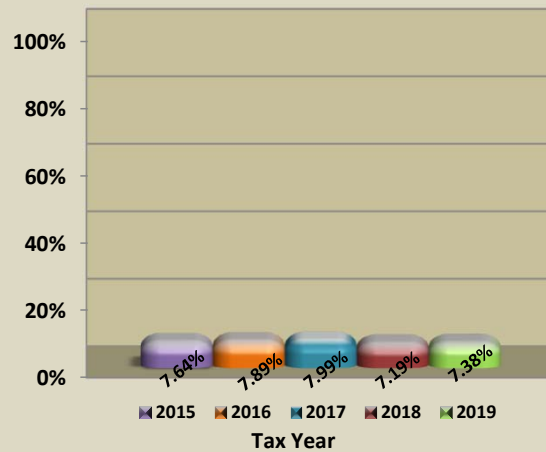
YTD Collected YTD Uncollected

RFM



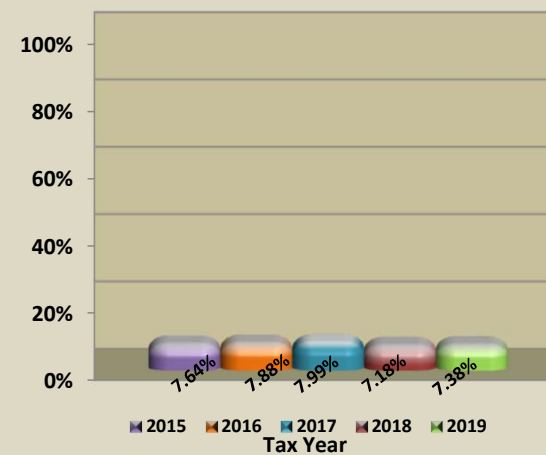
Percent of Roll Collected Comparison November 2015-2019

GWI



Percent of Roll Collected Comparison November 2015-2019

RFM



Commissioners Court - Regular Session**7.****Meeting Date:** 12/17/2019

Property Tax Refunds – Over 2500 – Thru 12/11/2019

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 thru 12/11/2019 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments111419-121119 Refunds Over 2500

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 10:57 AM

Started On: 12/12/2019 10:25 AM



Date: December 11, 2019

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Main Office and Mailing Address:

904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115	350 Discovery Blvd., Ste. 101	412 Vance St., Ste. 1
Round Rock, Texas 78664	Cedar Park, Texas 78613	Taylor, Texas 76574
Telephone: 512.244.8644	Telephone: 512.260.4290	Telephone: 512.352.4140

Property Tax
Account QuickReport
As of December 12, 2019

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	11/26/2019	72899	JIAYUE CHEN	R412064 - Double payment	-6,615.37
Check	11/26/2019	72900	WILSON LAND AND CATTLE COMPANY	R031998 - Overpayment	-2,775.59
Check	11/26/2019	72901	SUSAN ALBERTSON	R040355 - Double payment	-4,689.57
Check	12/10/2019	72946	JEFFREY HOUSTON	R048304 - Double payment	-5,608.14
Check	12/11/2019	72953	NATIONSTAR MORTGAGE LLC	R561218 - Double payment	-5,070.30
Total Refunds Payable - Taxpayers					-24,758.97
TOTAL					-24,758.97

Commissioners Court - Regular Session**8.****Meeting Date:** 12/17/2019

Compensation Items

Submitted By: Sharon Graham, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPosition Changes

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Human Resources (Originator)

Form Started By: Sharon Graham

Final Approval Date: 12/12/2019

Reviewed By

Rebecca Clemons

Andrea Schiele

Rebecca Clemons

Date

12/11/2019 02:24 PM

12/12/2019 08:44 AM

12/12/2019 10:31 AM

Started On: 12/11/2019 02:16 PM

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
540: EMS	0901	vacant	n/a	n/a	\$45,042.34	\$39,223.60	\$5,818.74		Reallocation of position budget to accommodate internal transfer to 0851	2/1/2020
540: EMS	0851	vacant	n/a	n/a	\$38,194.06	\$44,012.80		\$5,818.74	Reallocation of position budget to accommodate internal transfer. Surplus funds from PCN 0901	2/1/2020
475: County Attorney	1632	15231	n/a	n/a	\$67,908.80	\$67,657.46	\$251.34		Reallocation of position budget to accommodate new hire to 0039. (1 of 3)	12/20/2019
475: County Attorney	1633	15225	n/a	n/a	\$67,908.53	\$67,657.46	\$251.07		Reallocation of position budget to accommodate new hire to 0039. (2 of 3)	12/20/2019
475: County Attorney	0038	vacant	n/a	n/a	\$88,123.04	\$86,598.46	\$1,524.58		Reallocation of position budget to accommodate new hire to 0039. (3 of 3)	12/20/2019
475: County Attorney	0039	vacant	n/a	n/a	\$79,889.03	\$81,916.02		\$2,026.99	Reallocation of position budget to accommodate new hire. Surplus funds from PCN 1632, 1633 & 0038.	12/20/2019
385: County Clerk Records	0689	vacant	n/a	n/a	\$42,000.00				Reversal of Reclass: Title/Grade change: From Assistant Chief Deputy (B.24) to Office Administrator (B.22).	11/29/2019

* Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**9.****Meeting Date:** 12/17/2019

Justice of the Peace 3 November 2019 Monthly Report

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

Information**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, November 2019 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsJP#3 November 2019 CCP 103

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 12/09/2019

Reviewed By

Andrea Schiele

Date

12/09/2019 02:48 PM

Started On: 12/09/2019 01:04 PM

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

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

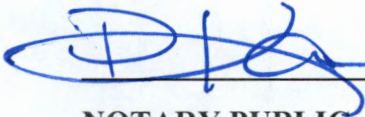
Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of November, 2019.

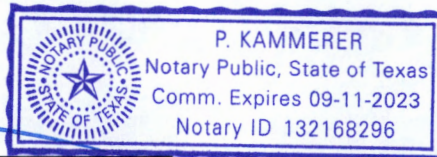




**EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE**

On this 4 day of December 2019, to certify which witness my hand and seal of office.





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

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 11/01/2019 - 11/30/2019 Case Categories: Criminal
Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	4,330.80
01-0100-0000-207029 - Florence PD Arrest Fees	L-004-3-01-0100-0000-207029: 01-0100-0000-207029 - Florence PD Arrest Fees	0.34
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	1,338.75
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	1,376.05
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	6,571.70
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	100.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,380.31
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	67,156.16
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	4.10
0100 - General Fund Total:		82,258.21
0353 - Teen Court Program Fees		
01-0353-0000-341916 - Teen Court Program Fees	L-004-3-01-0353-0000-341916: 01-0353-0000-341916 - Teen Court Program Fees	30.00
0353 - Teen Court Program Fees Total:		30.00
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-3-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	2,129.86
0360 - Courthouse Security Fund Total:		2,129.86
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	709.90
0361 - JP Security Fund Total:		709.90
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	3,547.35
0367 - JP-3 Truancy Program Fund Total:		3,547.35
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	2,839.81
0372 - Justice Court Technology Fund Total:		2,839.81

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 11/01/2019 - 11/30/2019

Case Categories: Criminal

Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	1,370.32
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	27,690.96
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	2,768.97
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	4,153.30
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	2,373.87
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	53.97
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	4,079.49
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	1,384.42
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	218.35
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,527.60
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	390.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	1,419.62
0399 - State Agency Fund Total:		47,430.87

JP BOND

01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	500.00
JP BOND Total:		500.00

Fee Totals for All Funds: 139,446.00

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 11/01/2019 - 11/30/2019 Case Categories: Criminal
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AACA3	Arrest/Service Fee - Const. Pct. 3	22.23	6	0.00	0	0.00	0	22.23	6
AFDPS	Arrest Fee - DPS (CCP 102.011)	2,229.80	543	0.00	0	0.00	0	2,229.80	543
AFFPD	Arrest Fee - Florence Police Department (CCP 102.011)	0.34	1	0.00	0	0.00	0	0.34	1
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	47.55	12	0.00	0	0.00	0	47.55	12
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	1,247.52	294	0.00	0	0.00	0	1,247.52	294
CB	Cash Bond	500.00	1	0.00	0	0.00	0	500.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	27,690.96	850	0.00	0	0.00	0	27,690.96	850
CFINE	County Fine	67,156.16	670	0.00	0	0.00	0	67,156.16	670
CHS	Courthouse Security Fee (CCP 102.017)	2,129.86	859	0.00	0	0.00	0	2,129.86	859
CHSJC	JP Security Fee (CCP 102.017)	709.90	858	0.00	0	0.00	0	709.90	858
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.26	2	0.00	0	0.00	0	0.26	2
COLLFEE	Collection Agency Fee	4,330.80	93	0.00	0	0.00	0	4,330.80	93
COPIES	Certified Copies	2.00	1	0.00	0	0.00	0	2.00	1
DDF	Deferred Disposition Fee	2,848.90	40	0.00	0	0.00	0	2,848.90	40
DIS	Dismissal Fee	710.00	71	0.00	0	0.00	0	710.00	71
DSC	Driver's Safety Course Fee (CCP 45.0511(f))	1,528.60	158	0.00	0	0.00	0	1,528.60	158
FNTC1	Child Safety Seat Fine Trauma Center	218.35	4	0.00	0	0.00	0	218.35	4
IDF	Indigent Defense Fee (LGC 133.107)	1,384.42	839	0.00	0	0.00	0	1,384.42	839
JCTF	Justice Court Technology Fee (CCP 102.0173)	2,839.81	859	0.00	0	0.00	0	2,839.81	859
JFR	Jury Reimbursement Fee (CCP 102.0045)	2,768.97	839	0.00	0	0.00	0	2,768.97	839
JTP	Juvenile Truancy Program (CCP 102.0174)	3,547.35	856	0.00	0	0.00	0	3,547.35	856
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	685.16	827	0.00	0	0.00	0	685.16	827
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	685.16	827	0.00	0	0.00	0	685.16	827
JUSFC	Judicial Support Fund - County (LGC 133.105)	414.94	837	0.00	0	0.00	0	414.94	837
JUSFS	Judicial Support Fund - State (LGC 133.105)	3,738.10	839	0.00	0	0.00	0	3,738.10	839
LT10	Overpayments < \$10	4.10	3	0.00	0	0.00	0	4.10	3
MVF	Moving Violation Fee (CCP 102.022)	53.97	643	0.00	0	0.00	0	53.97	643
OMNI	OMNI Fee	305.52	71	0.00	0	0.00	0	305.52	71
OMNIC	OMNI Fee - County	203.68	71	0.00	0	0.00	0	203.68	71

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 11/01/2019 - 11/30/2019 Case Categories: Criminal
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
OMNIS	OMNI Fee - State	1,018.40	71	0.00	0	0.00	0	1,018.40	71
SFC3	Service/Arrest Fee - Const. 3	35.00	6	0.00	0	0.00	0	35.00	6
SFMCWW	State Fine - Motor Carrier Weight Violation	390.00	5	0.00	0	0.00	0	390.00	5
SFOC	Service Fee - Out of County	1.50	1	0.00	0	0.00	0	1.50	1
STF	State Traffic Fee (TC 542.4031)	4,079.49	204	0.00	0	0.00	0	4,079.49	204
TCPF	Teen Court Program Fees - Juvenile (CCP 45.052(g))	30.00	3	0.00	0	0.00	0	30.00	3
TP	Time Payment Fee	1.32	1	0.00	0	0.00	0	1.32	1
TPC	Time Payment Fee - County	209.76	50	0.00	0	0.00	0	209.76	50
TPS	Time Payment Fee - State	1,208.54	196	0.00	0	0.00	0	1,208.54	196
TPWF	Texas P&W Fine	1,338.75	11	0.00	0	0.00	0	1,338.75	11
UFA	Uniform Traffic Act (TC 542.403)	1,480.70	577	0.00	0	0.00	0	1,480.70	577
WARC1	Warrant Fee - Constable Pct. 1	100.00	2	0.00	0	0.00	0	100.00	2
WARC3	Warrant Fee - Constable Pct. 3	1,323.08	47	0.00	0	0.00	0	1,323.08	47
WCSO	Williamson County Sheriff	128.53	4	0.00	0	0.00	0	128.53	4
WFDPS	Warrant Fee - DPS	96.52	6	0.00	0	0.00	0	96.52	6

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 11/01/2019 - 11/30/2019 Case Categories: Criminal
Locations: JP3

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

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	139,446.00	13,158	0.00	0	0.00	0	139,446.00	13,158

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 11/01/2019 - 11/30/2019 Case Categories: Civil
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCFF	Counter/Cross Claim Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
CCOP	Civil Copies	4.75	2	0.00	0	0.00	0	4.75	2
CERT	Certified Copy	25.50	6	0.00	0	0.00	0	25.50	6
CONT3	Constable Service Fee Pct #3	4,900.00	58	0.00	0	0.00	0	4,900.00	58
EFF	Electronic Filing Fee	1,850.00	185	0.00	0	0.00	0	1,850.00	185
ISF	Indigent Legal Services Fee	1,110.00	185	0.00	0	0.00	0	1,110.00	185
JCF	Civil Filing Fee	4,150.00	166	0.00	0	0.00	0	4,150.00	166
JCTF	Judicial/Court Training Fee Due to State	925.00	185	0.00	0	0.00	0	925.00	185
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
SCFF	Small Claims Filing Fee	450.00	18	0.00	0	0.00	0	450.00	18
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WGAR	Writ of Garnishment	15.00	3	0.00	0	0.00	0	15.00	3
WPOSS	Writ of Possession	15.00	3	0.00	0	0.00	0	15.00	3
WSF3	JP3 - Writ Service Fee	450.00	3	0.00	0	0.00	0	450.00	3

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 11/01/2019 - 11/30/2019 Case Categories: Civil
Locations: JP3

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

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	13,952.25	818	0.00	0	0.00	0	13,952.25	818

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 11/01/2019 - 11/30/2019 Case Categories: Civil
Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	4,717.25
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	5,350.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	925.00
0100 - General Fund Total:		10,992.25
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,850.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	1,110.00
0399 - State Agency Fund Total:		2,960.00
Fee Totals for All Funds:		13,952.25

Commissioners Court - Regular Session**10.****Meeting Date:** 12/17/2019

Commissioner Covey CE

Submitted For: Valerie Covey**Submitted By:** Debra Babcock, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on noting in the minutes the County Investment Academy Certificate of Achievement certifying that Commissioner Valerie Covey has completed 10 hours of investment education for 2019 that satisfies Section 2256.008 of the Texas Public Funds Investment Act.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[VCovey TX Public Funds](#)[VCovey TX Public Funds](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/09/2019

Reviewed By

Andrea Schiele

Date

12/09/2019 08:34 AM

Started On: 12/06/2019 01:59 PM



Emmett & Miriam
McCoy
College of Business Administration

Texas Association of Counties
Certificate of Attendance

This certifies that

Valerie Covey

MEMBER, COUNTY INVESTMENT ACADEMY

Successfully completed 10 hours of investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act.

This and the ongoing commitment to continuing education provide maximum benefit to

Williamson County

Texas Public Funds Investment Conference

November 7-8, 2019 • The Westin Houston Hotel • Houston

The County Investment Academy is a partnership between the Texas Association of Counties and the McCoy College of Business Administration at Texas State University.

Larry Gallardo

Hon. Larry Gallardo, President

Susan M Redford

Susan M. Redford, Executive Director



Emmett & Miriam
McCoy
College of Business Administration

Texas Association of Counties
Certificate of Attendance

This certifies that

Valerie Covey

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Larry Gallardo

Hon. Larry Gallardo, President

Susan M Redford

Susan M. Redford, Executive Director

Commissioners Court - Regular Session**11.****Meeting Date:** 12/17/2019

ESD 5 Reappointment for Gary Neel

Submitted For: Valerie Covey**Submitted By:** Debra Babcock, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on reappointing Gary Neel to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2021.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/10/2019

Reviewed By

Andrea Schiele

Date

12/10/2019 12:14 PM

Started On: 12/10/2019 10:53 AM

Commissioners Court - Regular Session**12.****Meeting Date:** 12/17/2019

ESD 5 Reappointment for Bill Lawson

Submitted For: Valerie Covey**Submitted By:** Debra Babcock, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on reappointing Bill Lawson to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2021.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/10/2019

Reviewed By

Andrea Schiele

Date

12/10/2019 12:16 PM

Started On: 12/10/2019 11:07 AM

Commissioners Court - Regular Session**13.****Meeting Date:** 12/17/2019

ESD 5 Reappointment for Barry Cryer

Submitted For: Valerie Covey**Submitted By:** Debra Babcock, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on reappointing Barry Cryer to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2021.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/10/2019

Reviewed By

Andrea Schiele

Date

12/10/2019 12:17 PM

Started On: 12/10/2019 11:13 AM

Commissioners Court - Regular Session**14.****Meeting Date:** 12/17/2019

ESD 6 Reappointment for Tommy Bailey

Submitted For: Valerie Covey**Submitted By:** Debra Babcock, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on reappointing Tommy Bailey to the Weir ESD #6 board with the term to commence immediately and continue until December 31, 2021.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/10/2019

Reviewed By

Andrea Schiele

Date

12/10/2019 12:18 PM

Started On: 12/10/2019 11:16 AM

Commissioners Court - Regular Session**15.****Meeting Date:** 12/17/2019

ESD 6 Reappointment for Ted Koy

Submitted For: Valerie Covey**Submitted By:** Debra Babcock, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on reappointing Ted Koy to the Weir ESD #6 board with the term to commence immediately and continue until December 31, 2021.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/10/2019

Reviewed By

Andrea Schiele

Date

12/10/2019 12:19 PM

Started On: 12/10/2019 11:22 AM

Commissioners Court - Regular Session**16.****Meeting Date:** 12/17/2019

ESD 7 Reappointment of John Fenoglio

Submitted For: Valerie Covey**Submitted By:** Debra Babcock, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on reappointing John Fenoglio to the Florence ESD #7 board with the term to commence immediately and continue until December 31, 2021.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/10/2019

Reviewed By

Andrea Schiele

Date

12/10/2019 12:20 PM

Started On: 12/10/2019 11:29 AM

Commissioners Court - Regular Session**17.****Meeting Date:** 12/17/2019

ESD 8 Reappointment for Bennie Piper

Submitted For: Valerie Covey**Submitted By:** Debra Babcock, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on reappointing Bennie Piper to the Georgetown ESD #8 board with the term to commence immediately and continue until December 31, 2021.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/10/2019

Reviewed By

Andrea Schiele

Date

12/10/2019 12:20 PM

Started On: 12/10/2019 11:33 AM

Commissioners Court - Regular Session**18.****Meeting Date:** 12/17/2019

ESD 8 Reappointment for Troy Rodriguez

Submitted For: Valerie Covey**Submitted By:** Debra Babcock, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on reappointing Troy Rodriguez to the Georgetown ESD #8 board with the term to commence immediately and continue until December 31, 2021.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/10/2019

Reviewed By

Andrea Schiele

Date

12/10/2019 12:21 PM

Started On: 12/10/2019 11:37 AM

Commissioners Court - Regular Session**19.****Meeting Date:** 12/17/2019

ESD 8 Reappointment for Ira Wood

Submitted For: Valerie Covey**Submitted By:** Debra Babcock, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on reappointing Ira "Trey" Wood to the Georgetown ESD #8 board with the term to commence immediately and continue until December 31, 2021.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/10/2019

Reviewed By

Andrea Schiele

Date

12/10/2019 12:22 PM

Started On: 12/10/2019 11:40 AM

Commissioners Court - Regular Session**20.****Meeting Date:** 12/17/2019

ESD 9 Reappointment for Rajendra Punukollu

Submitted For: Valerie Covey**Submitted By:** Debra Babcock, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on reappointing Rajendra Punukollu to the ESD #9 board with the term to commence immediately and continue until December 31, 2021.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/10/2019

Reviewed By

Andrea Schiele

Date

12/10/2019 12:23 PM

Started On: 12/10/2019 11:51 AM

Commissioners Court - Regular Session**21.****Meeting Date:** 12/17/2019

ESD 1, 2, and 9 Boards of Commissioners reappointments

Submitted For: Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on reappointments for the following ESD Boards of Commissioners to serve until December 31, 2021:

- ESD 1- Laurie Golding and Steven Rundell
- ESD 2- Darryl Pool
- ESD 9- Bob Vogt

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Laurie Golding bio](#)[Steven Rundell bio](#)[Darryl Pool bio](#)[Bob Vogt resume](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 10:59 AM

Started On: 12/12/2019 10:22 AM

BIO – LAURIE GOLDING

After my husband, John, retired from the Air Force and four fun years on our farm in Tennessee, we relocated in 1977 to Austin to reenter a cultural environment. We had been in our current home a short time when a house two doors up the street burned. At that time, the Jollyville Volunteer Fire Department had two trucks – an old open cab (now in the Round Rock museum,) and a Forest Service surplus tanker painted white (with a paintbrush!) and 17 volunteer firefighters. But we were so impressed with their professionalism and compassion.

That night began John's second 21 year career as a firefighter/fire chief with the Jollyville Fire Department. He participated in the establishment of the Williamson County Emergency Services District 1 and I believe that was the best thing to have ever been done for the fire department.

Because of John, I have been part of the Jollyville "family" for nearly 40 years, and I was so pleased to be invited to become an ESD commissioner 8 or so years ago, and I am extremely proud of the present and past board members and our accomplishments. One of the best decisions we've made was to hold an election to collect the available one percent sales tax, which was successful. The comptroller's estimate was for an annual income of approximately \$50,000; we are realizing more than \$400,000. Since we had lost about 53% of our tax base due to Austin annexation, the sales tax income has "saved our lives!"

I have attended four or five SAFE-D conventions and am registered for the upcoming one in February. I believe Jollyville to be the best fire department in all of Central Texas and maybe in the entire state and I am so very proud to be associated with it and with the ESD board. I hope to be a commissioner for many more years.

Steven J. Rundell has been a resident of Texas his entire life. He was born in Bellville but was raised in Austin by his father, a police officer, and mother, a teacher.

He attended John H. Reagan High School and later graduated from the University of Texas at Austin.

He has worked in both a commissioned and non-commissioned role for the Texas Department of Public Safety since 1987.

He received his commission as a state trooper in 1999 and was stationed in Houston where he lived and worked for five years until he promoted and transferred to the Texas-Mexico border region.

It was during that time he married his wife Judy, a computer network specialist who was also raised in Austin.

He currently serves as a Captain on the staff of the Chief of the Texas Highway Patrol at the Headquarters building in Austin and is the assistant to the head of the Department's commercial vehicle enforcement program. In addition, he serves as vice chair to the Commercial Vehicle Safety Alliance's Training Committee. CVSA is an association of law enforcement and the commercial trucking industry of the United States, Mexico and Canada.

He has been honored to serve on ESD Board #1 for the Jollyville Fire Department since August of 2011.

DARRYL POOL bio

Thank you for your consideration of me for appointment to another term as Commissioner of Williamson County Emergency Services District #2.

My wife, Janet, and I are co-owners of Pool Home Designs, LLC, a real estate investment company. Texas Open Door Realty in Round Rock is my sponsor as a Realtor. I do not act as a sales agent; my real estate license was obtained in order to have access to MLS data and for training opportunities.

I moved into the Tonkawa Springs subdivision in 1983. At that time, the Sam Bass Fire Department (SBFD) operated as a volunteer fire department. They conducted fundraisers and made an annual appeal for district residents to make a donation. I contributed each year in the requested amount until SBFD reorganized on a tax-supported basis as a rural fire prevention district. In addition to my long time residence within the ESD district, I have served for several years as election judge in the district whenever Round Rock Presbyterian Church on Sam Bass Road is used as a polling site. For the last three years we have also attended church in the district ever since Hill Country Bible Church opened an additional branch which meets at Walsh Middle School. These factors should demonstrate my appreciation for this area and that I obviously want it and its residents well protected.

I served a partial term as ESD #2 Commissioner to fill a vacancy from February through December, 1998. ESD Commissioners in 1997 had adopted a significant property tax increase which caused a stir in the community. Precinct 3 County Commissioner David Hays (who then represented this area), County Judge John Doerfler and the others on the Commissioners Court supported my appointment with the request to improve communication between the ESD and the community. Relations between the ESD and district taxpayers improved during the year, so I did not seek appointment for another term.

My current service as ESD #2 Commissioner began in August, 2012 in response to a board vacancy. I have met the continuing education training requirement set forth in TX Health & Safety Code section 775.0365 in each of my terms. The certificate stating I have completed the necessary course hours for my current term was delivered to the Precinct 1 County Commissioner office in April of this year. I currently serve as Secretary of the ESD. Since first appointed, it is rare that I have not been able to attend a board meeting.

I have had an opportunity to impartially observe a SBFD response to an emergency. For thirty years no one ever had an accident on our property of any note until October, 2013 when Janet slipped on a wet spot on our tile entry and broke her right knee on the edge of the step down to the living room. None of the SBFD personnel who responded were aware I had any involvement with the ESD. I was very pleased to report at our next ESD board meeting how SBFD handled the situation with a calm demeanor, obtained relevant information about the accident, offered reassurance and comfort to Janet, and then quickly relayed information and effected a smooth transition to the EMS personnel once they arrived. We could not have asked for a better response to our situation from either SBFD or Williamson County EMS.

I would welcome serving another term as ESD #2 Commissioner. My focus has been on helping ensure ESD #2 is run on a professional basis, with strict adherence to the Texas Open Meetings Act and Open Records Act, transparency of operations, and accountability to the taxpayers for all expenditures. I will continue that focus if appointed to another term.

BUSINESS EXPERIENCE

CIRCUIT OF THE AMERICAS Austin, TX <u>CORNER MARSHAL - PART TIME</u>	512 301 6600	2012 – Present
ANAHEIM ANGELS, VON'S SUPERMARKETS, CITY OF ANAHEIM AND OTHERS <u>CONSULTING AND PART TIME</u>		2006 - 2012
NATIONAL ASSOCIATION FOR THE SELF EMPLOYED NASE Covina, CA <u>HEALTH INSURANCE AGENT</u>	626 331 1669	2005
PRIZES! Huntington Beach, CA <u>VICE PRESIDENT OF SALES</u>	714 891 1710 Licensed and Commodity Plush, Supplying Retail, Amusement & Crane	2003 – 2005
ALLIANCE FUNDING GROUP Anaheim, CA <u>NATIONAL ACCOUNTS MANAGER</u>	714 704 1440 Equipment Leasing Broker, Financial Sales	2003
SUNCO PRODUCTS City of Industry, CA <u>NATIONAL SALES MANAGER</u>	626 369 7004 Manufacturer of Inflatable Beach, Pool Toys	2002
STROMBECKER CORPORATION Chicago, IL <u>WESTERN REGIONAL SALES MANAGER</u>	773 638 1000 Manufacturer of Bubbles, Rack Toys, Die Cast	2000 – 2002
PLAYHUT, INC. City of Industry, CA <u>VICE PRESIDENT OF SALES</u>	909 869 8083 Manufacturer of Fabric Play Structures	1999
McFARLANE TOYS Tempe, AZ <u>DIRECTOR OF NATIONAL SALES</u>	800 345 7477 Manufacturer of Action Figures	1997 – 1999
PLAY BY PLAY San Antonio, TX <u>REGIONAL SALES DIRECTOR</u>	800 562 6266 Manufacturer of Plush	1996
MATTEL TOYS El Segundo, CA <u>ACCOUNT EXECUTIVE</u>	310 252 2000 Manufacturer of Barbie, Hot Wheels, Action Figures, Pre-school, Baby	1982 – 1996 1972 – 1974
COX HOBBIES Santa Ana, CA <u>MANAGER CUSTOMER SERVICE</u> <u>PRODUCT PLANNING</u>	719 372 6565 Manufacturer of Gas Powered Airplanes and Cars	1974 – 1976

ADDITIONAL BUSINESS EXPERIENCE

CLARK / VOLTAIR STUDIOS, INC. Boise, ID	General Manager	1980 – 1982
BOISE CASCADE CORPORATION Boise, ID	Advertising Manager, Homes Division	1978 – 1980
CALIFORNIA FEDERAL SAVINGS & LOAN LA, CA	Marketing Manager	1977 – 1978
LITTON FINANCIAL PRINTING Los Angeles, CA	Marketing Manager	1976 – 1977

EDUCATION

Bachelor of Science Degree Major: Marketing Minor: Management
California State University at Long Beach
Twelve units towards MBA

ROBERT F. VOGT

Award winning sales professional with a “can do” attitude trained to maximize all product sales by being well prepared, well organized and listening to customers’ needs. Excellent motivational skills with in-house sales people, independent reps and customers. Strong communication, presentation, negotiating and problem solving skills. Close relationships with key customers.

BUSINESS EXPERIENCE — CONSUMER PRODUCTS

PRIZES! Huntington Beach, CA

2003 – 2005

VICE PRESIDENT OF SALES

Responsible for all Sales, Sales Analysis, Product Presentations and Trade Shows throughout the U.S. Directed over 30 independent rep groups, 350 reps, and 4 in-house sales people. Assisted the President with Marketing and New Product Development. Teaching in-house staff effective sales communication and closing techniques.

- Increased sales 5.6%, profits by 9.8% in 2004.
- Got a vendor number for Wal-Mart.
- Present product lines to key retailers including supermarkets and drug stores.
- Evaluated the sales organization - hired & fired sales representatives
- Set up and presented product at trade shows, gift shows and rep sales organizations
- Cold-called leading retailers to create new customers
- Designed computer reports and Excel spread sheets
- Forecasting, allocations and customer shipping planning

SUNCO PRODUCTS City of Industry, CA

2002

NATIONAL SALES MANAGER

Sold over 200 products through 13 independent sales groups covering North and South America.

- Presented product line to Wal-Mart, Target, K-Mart, Toys R Us, K-B and other key retailers
- Improved the sales organization through firing ineffective reps and hiring aggressive sales organizations.
- Contacted additional sources for OEM income

STROMBECKER CORPORATION Chicago, Illinois

2000 - 2002

WESTERN REGIONAL SALES MANAGER Anaheim Hills, CA

Presented and sold TootsieToy products in the 14 Western states. Devised innovative sales promotions. Revitalized sales with non-traditional toy accounts. Increased sales volume while establishing price increases. Sold the U.S. Major Supermarket Chains including Kroger, Safeway, Ralph’s, Stater Brothers and Flemming.

- Increased sales volume at Fred Meyer by 35% - the #1 customer in the region
- Increased sales volume at the BMK companies by 40% - the #2 customer in the region
- Developed special products for Disney Retail Stores, Disney Catalog and Walt Disney Attractions

PLAYHUT, INC. City of Industry, CA

1999

VICE PRESIDENT OF SALES

Led, motivated, inspired and directed 11 independent sales representative organizations covering over 400 customers. Supervised 3 in-house sales managers, a sales administration manager, inventory planner and six clerical positions. Achieved dramatic, immediate results with new sales policies and procedures. Trained sales managers and reps. Added planograms as sales tools. Provided structure to the sales department.

- Increased sales volume by 71% - best sales year ever for Playhut
- Gross profit up from 30% to 42%
- Increased Wal-mart, Target, and Toys R Us shelf space to 4 foot sections
- Doubled spring selections at K-Mart
- Positioned K-B, QVC, Costco, Sam’s, BJ’s and other major regional retailers for significant growth
- Achieved 100% increase in ads for fall 1999
- Multiplied the Specialty account volume while developing major growth from the mass accounts
- Authored the sales representative agreements
- Positioned the product line for dual sales presentations – one for the mass merchants, one for the specialty retailers
- Developed new product with Marketing and Design
- Created display centers
- Launched new product fabric – PVC. This augmented the nylon product for a broader product selection
- Expanded licenses

McFARLANE TOYS, A division of TMP International, Inc. Plymouth, MI

1997 - 1999

DIRECTOR OF NATIONAL SALES

Maximized sales using independent reps covering all U.S. and Canadian key customers: TRU, Wal-Mart, Target, K-Mart, K-B and Diamond Distributing. Increased sales and ads for all major and secondary customers.

- Raised sales in 1997 by 26% and in 1998 by 12%
- Positioned company for 20% sales increase for 1999
- Reduced inventory close outs
- Presented product to key customers including specials and collectible action figures
- Created system to track sales and make up shortfalls
- Developed packaging concepts to reach new customers
- Expanded customer base by 10%
- Initiated better public relations and advertising
- Improved communications with the Credit Department
- Developed additional product lines to reach a broader group of customers
- Designed sales reports, forms and documents to facilitate the sales function
- Provided ideas for the design team
- Assisted the Sr. VP of Sales, President and COO

PLAY BY PLAY TOYS AND NOVELTIES, INC. San Antonio, TX

1996

REGIONAL SALES DIRECTOR

Supervised 3 in-house retail sales representatives covering the southeastern territory from Texas to Virginia to Florida. Called on the Wal-Mart / Sam's accounts. Provided sales administration, reports and analysis for the retail division. Coordinated the outside sales representatives. Wrote press releases. Coordinated the development of sales and marketing literature.

- Increased sales of the southeast region from \$150,000 to \$1,700,000
- Expanded distribution for the S.E. region from 20 accounts, no majors, to 60 accounts including all majors
- Worked with Wal-Mart buyers to cleanup carryover

MATTEL TOYS, INC. El Segundo, CA

1982 – 1996

ACCOUNT EXECUTIVE, Dallas, TX

1990 – 1996

Responsible for selling Girls Toys to the key accounts in the southeast. Called on three of Mattel's top ten customers: Service Merchandise, JC Penney Catalog and Retail, and Army Air Force Exchange Service (AAFES). Other customers included Roses, Brendles, Eckerd Drug Stores, Walt Disney Attractions, and all military customers worldwide. Created and sold special product and collectible products. Earned High Achiever trips to China, Europe and Bali / Bangkok. Mattel promoted and moved me throughout the U.S. to escalating positions of responsibility.

- Number one sales person. Selected by Mattel to be featured by Toy and Hobby magazine
- Enlarged total territory volume from \$12 million to over \$39 million
- Earned Mattel's High Achiever Awards for sales gains in excess of 15% four times
- Installed a permanent year round end cap program with Service Merchandise in 1995 resulting in a 35% retail sales increase from January through July
- Increased ads and merchandising support for Service Merchandise making them Mattel's 5th largest customer
- Added SKUs in the JC Penney Catalog from 77 to 84 building Mattel Girls toys to the biggest toy supplier for the JC Penney Catalog
- Sold JCP senior management on using Barbie on the back cover of the Christmas Catalog in 1996
- Increased sale to JCP retail from \$300,000 in 1994 to \$1,800,000 in 1995, a 500% increase
- AAFES sales grew 139% in due to an increase in the basic listing and doubling the ad exposures
- Developed an aggressive retail merchandising program for AAFES

ACCOUNT MANAGER, El Segundo, CA

1985 – 1990

SALES REPRESENTATIVE, Seattle, WA

1982 – 1984

NEW TOY PLANNER, El Segundo, CA

1972 – 1974

COX HOBBIES, A division of Leisure Dynamics, Inc., Santa Ana, CA

1974 – 1976

MANAGER OF CUSTOMER SERVICE

1975 – 1976

Founded department to reduce the 30% return rate of gas engine products. Enlisted over 300 hobby stores for Cox Repair Stations reducing the return rate. Built consumer traffic and cross-sell opportunities for the hobby shops.

MANAGER NEW TOY PLANNING

1974 – 1975

Coordinated Marketing, Advertising, Engineering, Purchasing, and Operations for the development and production of new toys. Designed and managed all child testing and focus group research. Supported the VP of Sales and the VP of Marketing.

Commissioners Court - Regular Session**22.****Meeting Date:** 12/17/2019

Williamson County Fair & Rodeo Agreement

Submitted For: Russ Boles**Submitted By:** Kelley Hammeren, Commissioner Pct.
#4**Department:** Commissioner Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a Funding Agreement by and between the Williamson County Fair Association, Inc. and Williamson County relating to the funding of the of the Williamson County Fair and Rodeo.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsWilliamson County Fair & Rodeo Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kelley Hammeren

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 10:07 AM

Started On: 12/12/2019 09:43 AM

FUNDING AGREEMENT
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
WILLIAMSON COUNTY FAIR ASSOCIATION, INC.

THIS AGREEMENT FOR FUNDING ("Agreement") of the Williamson County Fair and Rodeo is made and entered into by and between the WILLIAMSON COUNTY FAIR ASSOCIATION, INC., a Texas nonprofit corporation ("Fair Association") and WILLIAMSON COUNTY , TEXAS ("County"), each acting by and through duly authorized agents and officials, and is effective for all purposes as of January 1, 2020 ("Effective Date").

RECITALS

WHEREAS, the County finds a public purpose in the encouragement and promotion of agricultural education and the history of agricultural in Williamson County, Texas; and

WHEREAS, the County has allocated Funds, as defined herein, for supporting, encouraging, promoting and maintaining agricultural educational functions for youth in Williamson County, Texas and the history of agricultural in Williamson County, Texas ("Purpose") and, to accomplish that Purpose, County would like for a Williamson County Fair and Rodeo ("Fair and Rodeo") to be held at the Williamson County Exposition Center; and

WHEREAS, the Fair Association was formed for educational and charitable purposes to encourage, promote and maintain agricultural educational functions and to provide scholarships for youth in Williamson County, Texas, and

WHEREAS, the Fair Association, as a part of its mission to provide educational programs, opportunities and scholarships for the youth of Williamson County, Texas in the areas of agricultural education and provide history of agricultural in Williamson County, Texas to the community, would like to produce, conduct, manage and provide the Fair and Rodeo; and

NOW, THEREFORE, for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged, the Fair Association and County agree as follows:

AGREEMENT

1. **TERM** The Term of this Agreement shall be one (1) year from the Effective Date.
2. **FUNDS AND REIMBURSEMENT**

A. Funding by County. The County has budgeted \$100,000 for funding the Fair and Rodeo in order to attain the Purpose described herein ("Funds"). The County shall be responsible to provide the Fair Association with the Funds in order to accomplish the Purpose according to the following payment schedule:

1. **Initial Funding:** County shall provide the initial funding amount of \$40,000.00 to the Fair Association on or before January 10, 2020;
2. **Second Installment:** County shall provide \$40,000.00 to the Fair Association upon ten (10) days of the Fair Association's request and submittal of signed contracts for rodeo production, carnival and featured entertainment.
3. **Third Installment:** County shall provide \$20,000.00 to the Fair Association upon ten (10) days of the Fair Association's request and submittal of quotes for promotions of the Fair and Rodeo.

B. Reimbursement to County. The Fair Association shall reimburse the Funds to the County within four (4) years from the Effective Date; provided, however, County may forgive such reimbursement obligation provided the Williamson County Commissioners Court finds that the public purpose (the Purpose) provided herein has been accomplished by the Fair Association.

3. **COUNTY PERSONNEL AND EQUIPMENT** The County shall allow its personnel and equipment to be used, at the discretion of the applicable department head or office, to support and assist in the production and operations of the Fair and Rodeo.

4. **OFFICE** During the term of the Agreement, the Fair Association may make use of available office space, supplies and equipment at the Williamson County Exposition Center to support its operations in relation to the Fair and Rodeo provided consent is obtained from the Williamson County Exposition Center's General Manager.

5. **AUDIT REQUIREMENTS** The Fair Association agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Fair Association agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement, unless a longer period of records retention is stipulated. The Fair Association agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. The Fair Association agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the Fair Association under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined or agreed to by the Williamson County Commissioners Court. If the Williamson County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Fair Association. During said audit, the Fair Association

shall require that a management letter be prepared by auditor. The management letter shall identify issues not required to be disclosed in the annual financial report but shall state any concerns and suggestions noted during the audit. Annual financial statements (audited if available) are due to County within six (6) months of completion.

6. **RECORDS** The Fair Association is responsible for all record keeping associated with Fair Association's activities. The Fair Association shall maintain and make available for inspection by the County upon request, consistent with federal and state law, any and all records the County determines, at its, sole discretion, to be necessary for the Williamson County Commissioners Court to justify its continued participation in supporting the Fair Association with funding the Purpose. Said records shall be retained and made available for inspection and audit by the County upon reasonable notice. The Fair Association shall retain all records for a period of five (5) years.

7. **VENUE AND GOVERNING LAW** This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue for any suit filed against County shall be in Williamson County, Texas.

8. **SOVEREIGN IMMUNITY** The parties understand that the County does not waive or relinquish any immunity or defense on behalf of itself, officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein. Further, the County is not responsible for any civil liability that arises from any act or omission made within the course and scope of this Agreement. The parties understand and agree that the County does not assume civil liability under any theory of law for the actions of the Fair Association in providing services hereunder.

9. **SEVERABILITY** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. **AMENDMENTS** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.

11. **THIRD PARTIES** This Agreement is for the benefit of the parties to the Agreement and does not confer any rights on any third parties.

12. **COUNTY INVOLVEMENT** The County and Fair Association state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the services to which it relates has personal interest, direct or indirect, in this Agreement.

13. **TERMINATION** This Agreement may be terminated by either party upon thirty (30) days, written notice. Such notice shall be mailed return receipt requested to the non-terminating party at the addresses listed below.

14. NOTICES

All notices to the Fair Association shall be sent by certified or registered mail, addressed to:

Williamson County Fair Association, Inc.
Attn: Scott Heselmeyer, President
211 Round Rock Ave.
Round Rock, Texas 78664

All notices to County shall be sent by certified or registered mail, addressed to:

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

With copy to:

Williamson County Commissioners Court
Attn: Office of General Counsel
710 Main Street, Suite 200
Georgetown, Texas 78626

15. ACCEPTANCE OF TERMS The signature of both parties shall evidence acceptance of these terms.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____, 20____

WILLIAMSON COUNTY FAIR ASSOCIATION, INC.

By: Scott Heselmeyer
Scott Heselmeyer, President

Date: December 12 2019

Commissioners Court - Regular Session**23.****Meeting Date:** 12/17/2019

1708-179 renewal 2 with Certified Payments for Electronic Payment Processing Services

Submitted For: Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of Electronic Payment Processing Services contract 1708-179 with Certified Payments, renewal option period 2, for the same terms and conditions as the existing contract for the term of January 16, 2020 - January 15, 2021.

Background

This is the second renewal option period with Certified Payments. The department point of contact is Scott Heselmeyer, County Treasurer. There is no funding source for this contract. All merchant service fees are paid by the customers making the payments.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1708-179 renewal 2 with Certified Payments for Electronic Payment Processing Services

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 12/12/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

12/11/2019 04:04 PM
12/12/2019 08:35 AM
Started On: 12/10/2019 09:48 AM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	Department:	County Treasurer
Vendor Name:	Accelerated Card Company, LLC d/b/a Certified Payments		
Vendor Address:	100 Throckmorton Street, Fort Worth, TX 76102		
Purpose/Intended Use of Product or Service (summary):			
Electronic Payment Processing Services			
P.O./Contract Number:	1708-179	Effective Date:	01/16/2020
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	01/15/2021
Requested By:	Scott Heselmeyer, County Treasurer		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.Please included the following:<ul style="list-style-type: none">Completed Texas Ethics Commission Form 1295; AndRenewed Certificate of Insurance if it was required in bid/proposalExtend Contract for the 2nd of three (3) one (1) year renewal option periods:			
Renewal Option Period 2	January 16, 2020 - January 15, 2021		
Renewal Option Period 1	January 16, 2019 - January 15, 2020		
Initial Contract Period	January 16, 2018 - January 15, 2019		
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor <u>ACC/CERTIFIED PAYMENTS</u>	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>ASHLEY RANGEL</u>	Bill Gravell		
Title <u>DIRECTOR OF OPERATIONS</u>	Williamson County Judge		
Signature <u>[Signature]</u>	Signature _____		
Date <u>12/9/2019</u>	Date _____		

Commissioners Court - Regular Session**24.****Meeting Date:** 12/17/2019

Early voting locations and schedule for 2020 Primary Elections

Submitted For: Chris Davis**Submitted By:** Kay Proud, Elections**Department:** Elections**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take any appropriate action regarding the approval of the early voting polling locations and voting hours for the 2020 Republican Party and Democratic Party Primary Elections to be held March 3, 2020. Walburg location removed, Jarrell ISD location added.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[EV locations](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kay Proud

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 08:57 AM

Started On: 12/12/2019 08:22 AM

Williamson County Early Voting Schedule
Horario de la Votación Adelantada del Condado de Williamson

Primary Elections – March 3, 2020
Elección primaria -- 3 de marzo del 2020

Dates and Times for Full-Time Locations: *Fechas y horarios para localidades de tiempo completo*

Tuesday, February 18 through Friday, February 28

7:00 am to 7:00 pm

Sunday, February 23

1:00 pm to 6:00 pm

Del Martes 18 de febrero al Viernes 28 de febrero

7:00 am – 7:00 pm

Domingo 23 de febrero

1:00 pm – 6:00 pm

Williamson County Inner Loop Annex, 301 SE Inner Loop, **Georgetown**

Georgetown Technology and Nutrition Building, 603 Lakeway Drive, **Georgetown**

Georgetown Parks and Recreation Administration Building, 1101 N. College Street, **Georgetown**

Georgetown Randalls, 5721 Williams Drive, **Georgetown**

Cowan Creek Amenity Center, 1433 Cool Spring Way, **Georgetown**

Baca Senior Center, 301 W. Bagdad Avenue, **Round Rock**

Brushy Creek Community Center, 16318 Great Oaks Drive, **Round Rock**

Round Rock Randalls, 2051 Gattis School Road, **Round Rock**

Williamson County Jester Annex, 1801 E. Old Settlers Boulevard, **Round Rock**

Anderson Mill Limited District, 11500 El Salido Parkway, **Austin**

RE Hartfield Performing Arts Center, 4800 McNeil Drive, **Austin**

Cedar Park Public Library, 550 Discovery Boulevard, **Cedar Park**

Cedar Park Randalls, 1400 Cypress Creek Road, **Cedar Park**

Liberty Hill Municipal Court, 2801 RR 1869, **Liberty Hill**

Pat Bryson Municipal Hall, 201 N Brushy Street, **Leander**

Hutto City Hall, 500 W Live Oak, **Hutto**

Taylor City Hall, 400 Porter Street, **Taylor**

Jarrell ISD Annex – Old Cafeteria, 508 N 5th Street, **Jarrell**

Commissioners Court - Regular Session**25.****Meeting Date:** 12/17/2019

New Fiber Internet Service for Com Pct 4 Office

Submitted For: Randy Barker**Submitted By:** Andrew Portillo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Charter Communications Operating, LLC to provide the installation of Fiber Internet to the Commissioner Pct. 4 Office located at 321 Ed Schmidt Blvd, Hutto, TX 78634 in the amount of \$1,473.00 a month with a \$250.00 install fee and authorizing execution of the agreement.

Background

This agreement is for the installation of Spectrum Fiber Internet Service at the Commissioner Pct. 4 Office located at 321 Ed Schmidt Blvd, Hutto TX 78634. Department point of contact is Richard Semple. Funding Source 01.0100.0503.004210.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachmentscontract

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 12/12/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

12/12/2019 11:27 AM

12/12/2019 12:11 PM

Started On: 12/12/2019 10:08 AM



Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: David Weiss

Phone: ext:

Cell Phone:

Email: david.weiss@charter.com

Order # 11475769

Customer Information: Customer Code		
Business Name	WILLIAMSON COUNTY	Customer Type:
Billing Address		
Attention To:		Account Number
301 SE Inner Loop, Suite 105 GEORGETOWN TX 78626		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Tammy McCulley	(512) 943-1455	tmcculley@wilco.org
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Richard Semple	(512) 943-1489	rsemple@wilco.org
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Thomas Gillespie	(512) 763-5584	thomas.gillespie@wilco.org

Fiber Internet and Ethernet Service Order Information For 321 Ed Schmidt Blvd 200/FIA Hutto TX 78634

Site Name	Address Location	Location Type	Bandwidth
	321 Ed Schmidt Blvd Hutto, TX 78634		

New and Revised Services and Monthly Charges At 321 Ed Schmidt Blvd Unit 200/FIA, Hutto TX 78634

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Fiber Internet 200Mbps	1	\$1,473.00	\$1,473.00	36 Months
*Total			\$1,473.00	

*Prices do not include taxes and fees.

One Time fees At 321 Ed Schmidt Blvd Unit 200/FIA, Hutto TX 78634

Description	Quantity	Sales Price	Total
FIBER INSTALLATION	1	\$250.00	\$250.00
Total			\$250.00

*Prices do not include taxes and fees.

Special Terms

NON-APPROPRIATION. Notwithstanding anything to the contrary, if the funds Customer requests for Services under a Service Order for a fiscal year are not appropriated (a "*Non-Appropriation*"), Customer shall have the right to terminate, without penalty, such Services at a Service location listed on such Service Order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all Services provided by Spectrum pursuant to the Contract; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly shall cease all use of any software provided by Spectrum hereunder for such Service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any Equipment not returned in accordance with this paragraph.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed

Commissioners Court - Regular Session**26.****Meeting Date:** 12/17/2019

New Internet Service for EMS Station

Submitted For: Randy Barker**Submitted By:** Andrew Portillo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Charter Communications Operating, LLC to provide the installation of internet to the new EMS building located at 150 Swindoll Ln, Hutto, TX 78634 in the amount of \$165.95 a month with a \$99.00 install fee per DIR contract #DIR-AN-NG-CTSA-008 and authorizing execution of the agreement.

Background

This agreement is for the installation of Spectrum Internet Service at the New Hutto EMS located at 150 Swindoll Ln, Hutto, TX 78634. Department point of contact is Richard Semple. Funding Source 01.0100.0503.004210.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachmentscontract

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 12/12/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

12/12/2019 11:15 AM

12/12/2019 11:25 AM

Started On: 12/12/2019 09:04 AM



Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: David Weiss

Phone: ext:

Cell Phone:

Email: david.weiss@charter.com

Order # 11611326

Customer Information: Customer Code		
Business Name	WILLIAMSON COUNTY *MASTER* (HQ)	
Billing Address	Customer Type:	
Attention To: DIR-TEX-AN-NG-CTSA-008	Account Number	
301 SE Inner Loop, Suite 105 GEORGETOWN TX 78626		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Tammy McCulley	(512) 943-1455	tmcculley@wilco.org
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Richard Semple	(512) 943-1489	rsemple@wilco.org
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Thomas Gillespie	(512) 763-5584	thomas.gillespie@wilco.org

Internet and TV Services Order Information For 150 Swindoll Ln Hutto TX 78634

Service Type

 High Speed Internet (HSD)
 IPs (Internet Addresses)

New and Revised Services and Monthly Charges At 150 Swindoll Ln , Hutto TX 78634

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
DIGITAL RECEIVER AND INTERACTIVE SERVICES	1	\$7.99	\$7.99	Month to Month
DIGITAL RECEIVER AND INTERACTIVE SERVICES	1	\$7.99	\$7.99	Month to Month
Spectrum Business Internet Ultra	1	\$89.99	\$89.99	Month to Month
SPECTRUM BUSINESS PREMIER	1	\$44.99	\$44.99	Month to Month
Static IP 1	1	\$14.99	\$14.99	Month to Month
*Total			\$165.95	

*Prices do not include taxes and fees.

One Time fees At 150 Swindoll Ln , Hutto TX 78634

Description	Quantity	Sales Price	Total
Installation	1	\$49.50	\$49.50
Internet Installation	1	\$49.50	\$49.50
Total			\$99.00

*Prices do not include taxes and fees.

Special Terms

NON-APPROPRIATION. Notwithstanding anything to the contrary, if the funds Customer requests for Services under a Service Order for a fiscal year are not appropriated (a "*Non-Appropriation*"), Customer shall have the right to terminate, without penalty, such Services at a Service location listed on such Service Order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all Services provided by Spectrum pursuant to the Contract; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly shall cease all use of any software provided by Spectrum hereunder for such Service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any Equipment not returned in accordance with this paragraph.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed

Commissioners Court - Regular Session**27.****Meeting Date:** 12/17/2019

Approval of ReadyOp Sole Source

Submitted For: Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on exempting ReadyOp Communications, Inc. from the competitive bidding requirements established by Section 262.024 (a)(7) of the Texas Local Government Code Discretionary Exemptions as the sole provider of the ReadyOp Communications Platform and approving purchase for said application in the amount of \$10,000.

Background

Approval of this sole source will support the operations of the Williamson County Sheriff's Department. ReadyOp provides multiple communication capabilities and options in one secure web-based application. It is designed to support daily operations by allowing quick communication by personnel via cell phone, push-to-talk, secure voice, video, text message, email and multiple radio systems through one platform. The incorporation of radio communication in the platform is what makes ReadyOp unique. An RFI was posted in Negometrix for 14 days with zero responses received from possible competitors. IT has approved this application. The ReadyOp Communications sole source includes a dashboard subscription, user credentials, training, support and upgrades. The term of this sole source exemption will be effective for 36 months from the date of approval. This expenditure will be charged to 01.0100.0560.05008. Department contact is Chief Tim Ryle.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Sole Source Justification](#)[No Other Alternatives](#)[Recommendation Letter](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Erica Smith
Final Approval Date: 12/12/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

12/12/2019 10:18 AM
12/12/2019 10:30 AM
Started On: 12/12/2019 08:46 AM



Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

Definition of a Sole Source Purchase

Sole Source Item – goods and/or services which can only be obtained from ONLY ONE source, including:

- Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies
- Films, manuscripts, or books
- Electric power, gas, water, and other utility services,
- Captive replacement parts or components for equipment which there is no commercially available substitute, and which can be obtained only from the manufacturer and/or manufacturer's distributor; item where compatibility is the overriding consideration, such as computer operating software enhancements for an existing system, continuation of an existing contract when work is so closely related to that of the uncompleted basic contract that it would not be feasible to consider another potential contractor.

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, **all Sole Source Justifications must be approved in Commissioners Court.**

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

- ☐ This request form completed and signed
- ☐ A written quote from the supplier, listing the goods, services and pricing
- ☐ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item needed.
- ☐ Notarized Sole Source affidavit completed by the supplier
- ☐ Signed letter of recommendation from the Elected Official or County Department Head. Must provide a detailed written explanation as to why competitively bidding the product or service would be impracticable and that the cost charged by the supplier is reasonable and customary.

Requestor Name and County Office/Department:

Requestor Title and Phone Number: _____
(512) _____

Requested Single Sole Source Supplier:

Company Name: _____

Contact Name:

Address: _____

City, State, Zip: _____, _____ _____

Phone Number: () _____

Email: _____

Website: _____

Is the recommended supplier the manufacturer? **Yes?** No?

Does the manufacturer sell the item(s) through distributors? Yes? No?

Description of the Product or Service: (If additional space is needed, include in a separate page)
Describe the full scope of work, including installation if required; items should include brand, model and part number if applicable.

[illegible]

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".* _____

Estimated Cost: \$

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- ☐ The required item or service is proprietary to the supplier
- ☐ The recommended supplier holds the patent on the requested item(s)
- ☐ The recommended supplier is the only supplier capable of performing the requested service
- ☐ **A specific item is needed:**
 - ☐ To be compatible or interchangeable with existing hardware
 - ☐ As a spare or replacement hardware
 - ☐ For the repair or modification of existing hardware
 - ☐ For technical evaluation or testing
- ☐ **Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?** If so, please list and describe such attempts: _____

- ☐ **There is a substantial risk in selecting another product or service provider.** If so, please describe: _____

- ☐ **It is not possible to obtain competitive bids for consideration.** If so, why: _____

- ☐ **Are there any other companies who can provide the services or needed items?** If so, please list and provide explanation of why they were unable to meet the requirements: _____

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process: _____

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.): _____

ACKNOWLEDGEMENT

- ☐ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.
- ☐ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: _____, 20__

Signature*: _____

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a new Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders. The sole source term is generally aligned with the contract term. In certain cases, the Purchasing Agent may determine that the 14-day public posting in BidSync is not necessary. This depends on the circumstance of the particular item/service and the type of sole source.

ReadyOp

Quote: 2589a

Email: mmoore@readyop.com

For: Williamson County Sheriff's Office

Quotation good for 90 days from date above

[illegible]

Make Checks Payable to **ReadyOp Communications Inc**

Thank You for your Business !

ReadyOp

August 22, 2019

To Whom it may Concern:

The purpose of this letter is to provide justification of a sole source subscription by the Williamson County Sheriff's Office for a planning and interoperable communications platform called ReadyOp, a service offering of ReadyOp Communications, Inc. This licensing is justified on a sole source basis as no other program offers the complete package of services as listed below. Our company, ReadyOp Communications, Inc., is the developer, owner and provider of the ReadyOp platform and the sole source for purchasing a subscription in Texas.

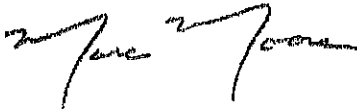
The licensing on a sole source basis with ReadyOp Communications is justified due to the following features and capabilities can be included in a single, secure website for the Sheriff's Office use:

1. The ReadyOp application is currently the only application on the market that we are aware of that combines the following capabilities into a single application:
 - a. ReadyOp is a web-based program that can be used to template and prepare for planned events as well as incidents, emergencies and daily operations for single and multiple agencies.
 - b. ReadyOp provides six ways to communicate (phone, radio, text, email, alerts, secure video and secure voice) with personnel in multiple organizations within a single desktop display.
 - c. ReadyOp enables users to securely store, share and view photographs, maps, rosters and other files with other approved users quickly and from any location with Internet access.
 - d. ReadyOp enables users with approved permissions to listen and talk on one or multiple radio talk groups simultaneously. Approved personnel are also able to multicast to multiple radio talk groups from their laptop or smart phone from any location with Internet access.
 - e. ReadyOp includes the ability for storing information on assets which may be needed in an incident response or emergency, including the name of the person, organization and contact information.
2. ReadyOp includes a roster for storing personnel names, contact information, organization and special tags for fast recall and communication. This will provide incident commanders and other responding personnel to quickly locate and communicate with individuals with special training and capabilities.

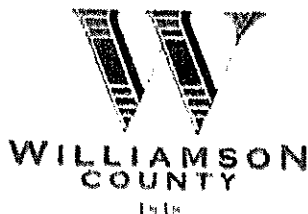
3. There is no requirement to purchase any hardware to support the use of ReadyOp except a minor investment for each radio talk group to be included for communication.

The ReadyOp service is unique in that no other program offers the combination of resource access, security, information and communications. ReadyOp is already in use nationwide by government agencies, hospitals, schools and corporations. Approving this sole source purchase will enhance the planning and response capabilities for the Williamson County Sheriff's Office.

Please contact our company at 813 289-7620 for additional information if needed. Our website is www.ReadyOp.com.



Marc Moore
CEO
ReadyOp Communications, Inc.



Williamson County Purchasing Department
100 Wilco Way, Ste P101
Georgetown, Texas 78626 (512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared MARC MOORE, who after being duly sworn on oath stated the following:

My name is MARC MOORE. My title is CEO.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: READY OP.
I am the sole-source supplier of this item because: ONLY AUTHORIZED PROVIDER
OF READY OP IN TEXAS. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 27th day of AUGUST, 2019.

[Signature]
[Signature]

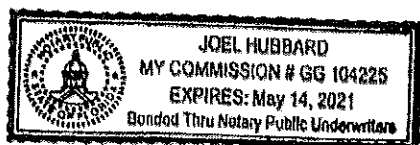
MARC MOORE, CEO
[Printed Name] [Title]

SWORN TO, AND SUBSCRIBED
Joel Hubbard
[Printed Name]

before me on 8-27, 2019, by

[Signature]
[Signature] Notary Public

State of FL
My Commission expires on 3-14-2021





Tim Ryle
Chief Deputy

Robert Chody
WILLIAMSON COUNTY SHERIFF
508 South Rock Street
Georgetown, Texas 78626
Phone (512) 943-1300 * Fax (512) 943-1444

Roy Fikac
Asst Chief Deputy- Law Enforcement

Randolph Doyer
Asst Chief Deputy - Corrections

August 26, 2019

To: Williamson County Purchasing Department

From: Sheriff Robert Chody

Subject: Sole Source Purchase, ReadyOP

Please let this memo serve as support and documentation to purchase the platform, "ReadyOp", through the Sole Source process. This tool integrates planning, response, communications, *radio interoperability*, and continuity of operations in a single web-based platform. ReadyOp is the only product which provides the radio piece of the platform in conjunction with all of the other capabilities.

This platform will greatly benefit the first responders of the Sheriff's Office as well as the citizens of our Community.

Recorded statement of opening offers

SOLICITATION NAME:

SS ReadyOP

DATE & LOCATION OF OPENING:

Sep 20 2019 2:00 PM
Georgetown

LINKED LOTS:

—

COMPANY NAME:

Williamson County

ADDRESS:

100 Wilco Way, Suite P101
TX 78626, Georgetown, US

CONTACT PERSON:

Erica Smith

JOB TITLE CONTACT PERSON:

SHORT DESCRIPTION:

Williamson County, Texas intends to award a sole-source contract with **ReadyOP Communications, Inc.** for the following item(s): **ReadyOP Dashboard subscription, user credentials, training, support and upgrades.**

THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.

Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.

If no affirmative responses are received by **2p.m. on September 20th, 2019** showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.

PARTICIPATION:

Interested Suppliers can view the full details of the Solicitation by clicking the **'PARTICIPATE'** button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

***** I DON'T SEE A PARTICIPATE BUTTON *****

You must be on the <https://platform-us.negometrix.com> website in order to access Williamson County's Solicitation information.

SUPPORT

Should you need assistance in using the software please contact the Negometrix Service Desk at:

Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

Or view the Negometrix 'Supplier Guide' located on the Help page.

Technical Assistance (Mon - Fri: 8 am to 5 pm)

SUPPLIERS

NAME SUPPLIER	ADDRESS
No offers submitted	

Signature: _____

Erica Smith

Location: _____

Date: _____



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Acrobat X or Adobe Reader X, or later.**

[Get Adobe Reader Now!](#)



Purchasing Department

9/23/19

Williamson County Commissioners Court

Re: Sole Source recommendation for ReadyOP Communications Inc.

Dear County Judge and Commissioners,

Recently our Sheriff's Office made a request for a purchase from **ReadyOp Communications Inc.** for the **ReadyOP Communications platform**. These actions require qualification as a **sole source purchase of ReadyOP Dashboard subscription, user credentials, training, support and upgrades**. **These services are supplied only by ReadyOp Communications Inc. who is the owner and the only provider of this service.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Compatibility verification and approval to proceed with procurement from Technology Services;
- Contact with multiple vendors offering similar services, none of whom could provide desired radio interoperability;
- Public posting of an RFI in BidSync for 14 days, with zero (0) responses received from another competitor;
- A signed Sole Source Justification Request from Robert Chody, Williamson County Sheriff;
- A signed letter of justification from the supplier, establishing why their product / service is only available from their company;
- A notarized Sole Source Affidavit completed by the supplier;
- A price quote of requested items/services.

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Randy Barker
Purchasing Agent/Director

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1632
randy.barker@wilco.org www.wilco.org
100 Wilco Way, Ste. P101
Georgetown, Texas 78626

Commissioners Court - Regular Session**28.****Meeting Date:** 12/17/2019

Cameron County Regional Mobility Authority Non-Revenue Agreement

Submitted For: Melanie Denny**Submitted By:** Anabel Macias, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve a Non-Revenue User Agreement with the Cameron County Regional Mobility Authority.

Background

This Non-Revenue User Agreement allows for exemption of toll payments for Williamson County Jail Transport vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[CCRMA Non-Rev. User Agreement](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Anabel Macias

Final Approval Date: 12/11/2019

Reviewed By

Andrea Schiele

Date

12/11/2019 10:14 AM

Started On: 12/11/2019 09:51 AM

NON-REVENUE USER AGREEMENT

As a user of Non-Revenue Account, and utilizing Non-Revenue License Recognition as established to this agency by the Cameron County Regional Mobility Authority, I have read the applicable portion of Section 370.177, Texas Transportation Code and Section 503(b) of the Master Indenture authorizing the Authority's outstanding revenue bonds, both of which cover free passage of toll roads by authorized emergency vehicles.

Section 370.177, Texas Transportation Code, provides a specific exemption from toll payments. This exemption is limited to, authorized emergency vehicles as defined by Section 541.201, Texas Transportation Code. Section 541.201 defines "authorized emergency vehicle" to include:

- (A) A fire department or police vehicle; (b) a public or private ambulance operated by a person who has been issued a license by the Texas Department of Health; (C) a municipal department or public service corporation emergency vehicle that has been designated or authorized by the governing body of a municipality; (D) a private vehicle of a volunteer firefighter or a certified emergency medical services employee or volunteer when responding to a fire alarm or medical emergency; (E) an industrial emergency response vehicle, including an industrial ambulance, when responding to an emergency, but only if the vehicle is operated in compliance with criteria in effect September 1, 1989, and established by the predecessor of the Texas Industrial Emergency Services Board of the State Firemen's and Fire Marshals' Association of Texas; or (F) a vehicle of a blood bank or tissue bank, accredited or approved under the laws of this state or the United States, when making emergency deliveries of blood, drugs, medicines, or organs.

The Authority has a provision in their Master Indenture which allows for free passage for Authorized Emergency Vehicles.

By providing applicable License Plate Numbers, you and all employees using the CCRMA system agree to abide by the terms and conditions set forth in this agreement.

The License Plates Numbers are **not for personal or private use** and may not be transferred, loaned or otherwise used by anyone other than the authorized users.

To the extent of any conflict or inconsistency between your internal policy respecting use of these License Plates Numbers terms and conditions of this agreement, this letter shall control.

By providing the License Plate Numbers, you and all employees using the CCRMA system agree to abide by the terms and conditions set forth in this letter.

You will provide updates to the License Plate List whenever a new vehicle is put into service and/or vehicle license plates are removed or taken out of service.

On a yearly basis, you will permit the CCRMA to audit use of the License Plate imaging.

This agency agrees to abide by the requirements of both Texas Law and the Authority's Master Indenture while utilizing CCRMA toll facilities.

By: _____
Please Print Name & Title

Signature

SWORN and SUBSCRIBED before me this

_____ Day of _____, 2019

Who is personally known to me

Notary Public

ACCOUNT INFORMATION

Organization Name: Williamson County

Desired Account Title (if different than organization name): _____

Address: 710 S. Main St. Ste. 301 City/State/Zip: Georgetown, TX. 78626

Contact Name: Anabel Macias

Phone: (512) 943-1571 Email: anabel.macias@wilco.org

Commissioners Court - Regular Session**29.****Meeting Date:** 12/17/2019

Vehicle Reimbursement Agreement for County Sheriff

Submitted For: Robert Chody**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies with First United Methodist Church in Round Rock. (Traffic control and security during Christmas Eve and Easter services).

Background

This agreement gives permission for First United Methodist Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments1st United Methodist Church

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 12/09/2019

Reviewed By

Andrea Schiele

Date

12/09/2019 05:36 PM

Started On: 12/09/2019 02:04 PM

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the December 20, 2019 and shall terminate on September 30, 2020. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

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

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

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: First United Methodist Church - Round Rock

Signature: Steven Patrick McCain

Printed Name: Steven Patrick McCain

Title: Executive Pastor

Date: December 7, 2019

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: Rob Ch

Date: December 9, 2019

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Bill Gravell, Jr.
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session**30.****Meeting Date:** 12/17/2019

re:Search Participation Agreement between Tyler Technologies and Wilco District Clerk

Submitted For: Lisa David**Submitted By:** Lisa David, District Clerk**Department:** District Clerk**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve the re:SearchTx Participation Agreement between Tyler Technologies and the Williamson County District Clerk.

Background

The participation Agreement with Tyler technologies allows the integration into re:SearchTX. re:SearchTX is a statewide portal that allows judges, attorney and the public to view documents within the portal for information on cases that have been eFiled. The Supreme Court adopted standards for the filing and viewing of cases within re:SearchTx in November 2018. HB 685 provides that a court clerk, as defined, is not responsible for the management or removal of a document from a state court document database, as defined, and provides that the court clerk and the court clerk's county are not liable for damages resulting from the document's release if the clerk acted in good faith. The integration also relieves some of the duties in entering certain cases manually in the database and also forwarding information to the Office of Court Administration. The user may make copies from the database that will be watermarked and shown to be copied from re:SearchTx. If certification of a document is needed, they will be informed they must go to the clerk of the court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Participation Agreement with Tyler Technologies and Wilco District Clerk

Form Review**Inbox**

County Judge Exec Asst.

District Clerk (Originator)

County Judge Exec Asst.

Form Started By: Lisa David

Final Approval Date: 12/05/2019

Reviewed By

Andrea Schiele

Lisa David

Andrea Schiele

Date

12/05/2019 08:59 AM

12/05/2019 03:38 PM

12/05/2019 03:55 PM

Started On: 12/04/2019 02:41 PM



re:SearchTX Participation Agreement

This Participation Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Tyler and the Texas Office of Court Administration (the "OCA") entered into a certain Master Electronic Filing Agreement dated November 8, 2012 (the "2012 OCA eFile Agreement") whereby Tyler has made available to Texas courts Tyler's electronic filing system;

WHEREAS, under the 2012 OCA eFile Agreement, Tyler agreed to develop a document search/retrieval portal to be made available to Users;

WHEREAS, Tyler has developed such portal, re:SearchTX, as further described herein; and,

WHEREAS, Client wishes to make available certain documents and other data to re:SearchTX.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

1. **"Agreement"** means this Participation Agreement.
2. **"Client"** means Williamson County, Texas.
3. **"Documents"** means accepted electronic filings, rulings, opinions, or any other documents that you deem appropriate for access through re:SearchTX.
4. **"Effective Date"** means the date on which your authorized representative signs the Agreement.
5. **"Metadata"** means a set of data that describes and gives information about case records and the Documents.
6. **"re:SearchTX" or "Tyler Software"** means the document search/retrieval portal envisioned by the 2012 OCA eFile Agreement, whereby Users are able to search Metadata stored in the document search/retrieval portal to direct Users to county-stored documents as authorized by the stakeholders owning the records
7. **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
8. **"Users"** means those users permitted to access re:SearchTX as authorized by the OCA.
9. **"we", "us", "our"** and similar terms mean Tyler.
10. **"you"** and similar terms mean Client.

SECTION B – ACCESS and OWNERSHIP

1. **Integrated Method.** We will use our standard APIs to integrate your case management system directly with re:SearchTX, allowing court documents and information to be exchanged between your case

management system and re:SearchTX. The APIs will allow security parameters to be exchanged, preventing unauthorized access to confidential court documents and records through re:SearchTX. Tyler will enable this integration and provide access to Users upon the Client's written notice to proceed.

2. **Portal Access.** We will host and provide re:SearchTX to allow Users to search Metadata stored within re:SearchTX that directs Users to Documents you store outside of re:SearchTX. At no cost to the Client, you will provide us with access to the Documents to the extent necessary for us to perform our obligations under this Agreement.
3. **Ownership.**
 - 3.1. You retain all ownership and intellectual property rights to the Documents and Metadata. Nothing in this Agreement shall be deemed to vest in us any ownership rights in and to your Documents and Metadata; provided, however, you grant us a nonexclusive, perpetual, irrevocable, fully paid, royalty-free, license to the Documents and Metadata, consistent with the contemplated use of re:SearchTX under the 2012 OCA eFile Agreement, including any amendments thereto.
 - 3.2. We reserve all rights not expressly granted to you in this Agreement. We own the title, copyright, and other intellectual property rights in Re:SearchTX.

SECTION C – TERM, TERMINATION and DISPUTE RESOLUTION

1. **Term.** The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in accordance with the term set forth in the 2012 OCA eFile Agreement, including all renewals thereof.
2. **Termination for Cause.** Either party may terminate this Agreement for "Cause"; provided, however, that such party follows the procedures set forth in Section C(4). For purposes of this Section C(2), "Cause" means either: (a) a material breach of this Agreement, which has not been cured within thirty (30) days of the date such party receives written notice of such breach; (b) breach of Confidentiality in Section E(8); or (c) If Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes, or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

No party may terminate this Agreement under this Section 2 until it follows the dispute resolution procedures set forth in Section C(4).

3. **Termination for Convenience.** Either party may terminate this Agreement at any time by providing the other party with ninety (90) days' written notice. In the event of such termination, Client will only be liable for its pro rata share of services rendered and goods actually received, if applicable. For the avoidance of doubt, any termination of this Agreement will only terminate the use of the integrated method described above in Section B(1) – the use of re:SearchTX as mandated by the 2012 OCA eFile Agreement will not be affected by any such termination.
4. **Dispute Resolution.** Subject to applicable law, including but not limited to the Texas Public Information Act, you agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. Except for the Open Meetings Act, all meetings and discussions

between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of exclusive jurisdiction in Collin County, Texas. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures

SECTION D – INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend, indemnify and hold harmless you and your agents, officials, and employees from and against any third-party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section D(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you as well as a commercially reasonable timeframe within which to perform the version upgrade; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement or misappropriation, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing or non-misappropriating; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. **General Indemnification.** We will defend, indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to

the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement, including our violation of laws relating to the protection of non-public information regarding minors, mentally ill individuals, and expunged criminal records. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **Limitation of Liability.** OUR LIABILITY TO YOU FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE CORRECTION OF DEFECTS IN THE PORTAL. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITIES OF SUCH DAMAGE.

SECTION E – GENERAL TERMS

1. **Compliance with Laws.** In providing the services herein, we will comply with all applicable federal, state of Texas, and local laws, ordinances, and regulations.
2. **No Warranty.** You acknowledge that all Documents are received directly from you on an “AS IS” basis, and that we do not edit, and cannot independently verify, the completeness or accuracy of the Documents or Metadata. All Documents retrieved through the re:SearchTX are provided on an “AS IS” basis. Neither party makes any representation or warranty related to the accuracy or completeness of any such Documents and shall have no liability arising from or relating to the same. WE MAKE NO REPRESENTATION OR WARRANTY RELATED TO THE PERFORMANCE OF THE PORTAL, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Except for laws of the State of Texas, neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
4. **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
5. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
6. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

7. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
8. **Confidentiality.** *Subject to applicable law, including but not limited to the Texas Public Information Act*, both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, non-public information regarding minors, mentally ill individuals, and expunged criminal records; and personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

Notwithstanding the foregoing, Tyler understands that Client is a unit of local government and therefore is subject to the Texas Public Information Act. Should Client receive a request from a third party for Confidential Information, it shall promptly notify Tyler of such request in writing, including a copy of such request, and shall thereafter assert any applicable exceptions under said Act to the Texas Attorney General for a ruling on whether the requested information must be released. Client shall not be required to institute litigation to challenge a ruling from the Texas Attorney General that the requested information must be released, however, Client shall not impair Tyler's rights to seek protection of Confidential Information in the manner allowed by applicable law. Nothing herein shall be interpreted to abrogate Client's duties under the Public Information Act.

9. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its rules on conflicts of law. The parties agree that the exclusive venue for any legal proceedings involving this Agreement shall be in Williamson County, Texas.
10. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

11. **Expenses for Enforcement.** In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

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

IN WITNESS WHEREOF, a duly authorized representative of each party has executed and delivered this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.:

WILLIAMSON COUNTY, TEXAS:

By: *Sherry Clark*

By:

Name: Sherry Clark
Title: Sr. Corporate Attorney

Name:
Title:

Date: 12/5/2019

Date:

Address
for
Notices: Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for
Notices: Williamson County, Texas

With copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Attention: _____

Commissioners Court - Regular Session**31.****Meeting Date:** 12/17/2019

New EHR Software for Emergency Services

Submitted For: Randy Barker**Submitted By:** Andrew Portillo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the purchase of EHR Software in the amount of \$16,380.00 (First Year) and \$10,080.00 (Ongoing Annual Licensing Fee) to support the operations of the MOT Department and authorizing execution of the software and license service agreement between Williamson County and Adaptamed, LLC.

Background

MOT currently uses an EHR that was developed and is managed by Harris Logic. Harris Logic has made significant modifications/revisions to the database structure over time, and the current version that MOT uses is no longer supported by Harris Logic. There are multiple limitations to the current system. In addition, because this product is no longer supported by Harris Logic, MOT is at risk at unknown future time of not having a viable EHR. They would like to transition to a current, supported, cloud-based EHR, and have performed high-level review of many different EHR systems and more thorough evaluations of several systems that appear to more closely meet MOT needs. As a result of this review, they have identified a company - "EHR Your Way" – who have an EHR product and structure that is cost effective, is HIPPA compliant, and appears to meet MOT's needs for flexibility in use and reporting. The Department obtained three (3) quotes. Department point of contact is Jessica Toothman. Funding source MOT General Fund \$13,020.00 01.0100.0341.004505. Grant Funding \$3,360.00 Grant #406P.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[proposal](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.

Form Started By: Andrew Portillo
Final Approval Date: 12/12/2019

Reviewed By

Kerstin Hancock
Andrea Schiele

Date

12/12/2019 11:53 AM
12/12/2019 12:13 PM
Started On: 12/12/2019 08:20 AM

SOFTWARE AND LICENSE SERVICE AGREEMENT

The Software and license service agreement ("Agreement") is entered into as of December 15, 2019 (the "Effective Date"), between Adaptamed, LLC, a Delaware limited liability corporation ("Adaptamed"), and WILLIAMSON COUNTY (the "Customer").

This Agreement sets forth the terms under which Adaptamed will provide Customer with access to and use of certain software-as-a-service offering(s) ("SAAS") identified in the applicable Specification Subscription Order Form (collectively, the "Services"). The term "Subscription Order Form" shall mean the Subscription Order Form attached hereto as Exhibit A and any Subscription Order Form referencing this Agreement which may be executed by the parties in the future to enable Customer to order additional Services.

The parties hereby agree as follows:

ARTICLE 1—DELIVERY OF SERVICES

1.1 Access Rights. Adaptamed hereby grants Customer, during the Term, a limited, revocable, non-transferable and non-exclusive right for Customer's employees ("Authorized Users") to receive the Services in accordance with the parameters described in the Specifications for Modules and Fees (both Services and Implementation Fees) subscription Order Form described on Exhibit A, solely for Customer's internal business purposes consistent with the terms and conditions of this Agreement.

1.2 Administration. Adaptamed will issue Authorized User(s) ("Administrator") an individual logon identifier and password ("Administrator's Logon") for purposes of administering the Services. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules that control each such Authorized User's access to the Services. Customer shall ensure that each Authorized User will: (a) not disclose their logon identifier to any other person or entity; (b) not permit any other person or entity to use their logon identifier; and (c) use the Service Solely in accordance with the terms and conditions of this Agreement.

1.3 Updates and Functionalities. Customer acknowledges that from time to time Adaptamed may apply updates to any of the Services and that such updates may result in changes in the appearance and/or functionality of such Services (including the addition, modification, or removal of functionality, features, or content). Excluding the addition of wholly new products, Adaptamed will provide, implement, configure, install, support, and maintain at its own cost all updates, upgrades, enhancements, improvements, releases, corrections, bug fixes, patches, and modifications to the Services (collectively, the "Updates").

1.4 Implementation Plan. Adaptamed & Customer agree to use their best efforts to meet the milestones and respond in a timely manner to each other's request for information or clarification.

1.5 Restrictions. Customer and its Authorized Users will not: (a) sell, lease, assign, transfer, distribute, license or sublicense the Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Services or any software included in the Services; (c) provide, disclose, divulge or make available to, or permit use of the Services by, any third party; (d) copy or reproduce all or any part of the Services; (e) interfere, or attempt to interfere, with the Services in any way; (f) engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorized use of the Services; (g) introduce into or transmit through the Services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (h) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the Services; or (i) engage in or allow any action involving the Services that is inconsistent with this Agreement.

1.6 Third-Party Products and Services. Customer acknowledges that the Services may require access or services from other third parties via third-party websites or applications (collectively, the “Third-Party Services”) identified in the Specifications. If Customer signs an authorization form or enters into an agreement with a Third-Party Service provider, the terms and conditions of those authorizations or agreements govern the relationship between Customer and the Third-Party Service provider. Customer acknowledges and agrees that, if Customer or an Authorized User installs or enables a Third-Party Service, Customer grants Adaptamed permission to allow the provider of such Third-Party Service to access its Customer Content and Customer Information solely to the extent required for the interoperation of the Third-Party Service with the Services or as Customer may otherwise authorize or direct.

ARTICLE 2—FEES; PAYMENT TERMS

2.1 Access Fee. In consideration of the right to receive Service(s) granted in Section 1.1 and Exhibit A, Customer shall pay the access fees, including any taxes, specified in the Subscription Order Form Specifications. Adaptamed shall invoice Customer for all amounts payable and Customer shall pay via auto debit. Customer shall reimburse Adaptamed for all costs and expenses (including, without limitation, attorneys’ fees) incurred by Adaptamed in collecting past due.

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

2.2. Implementation Fee. In consideration of the Implementation Services described in Section 1.4, Customer shall pay a \$5,500 training and implementation fee as described in Section 1.4.

ARTICLE 3—LIMITED WARRANTIES

3.1 Customer Warranty. Customer represents, warrants and covenants to Adaptamed that: (a) it has the authority to enter into this Agreement and perform its obligations hereunder; and (b) it and its Authorized Users will only access the Services for lawful purposes and will not violate any law of any country or the intellectual property rights of any third party.

3.2 Adaptamed Warranty. Adaptamed warrants that: (a) Adaptamed has the authority to enter into this Agreement; and (b) the Services will be provided in material accordance with the Specification Stated on Exhibit A, and the service levels in Exhibit B incorporated herein (c) compliance with the Business Associate Agreement attached as Exhibit C, and (e) warrants that the Services do not knowingly contain any malicious code or viruses. Adaptamed's Sole and exclusive obligation in the event of a breach of the warranties made herein Adaptamed shall be to use commercially reasonable efforts to provide workarounds and fixes to remedy the breach.

3.3 Disclaimer. Except as set forth in Section 3.2, Adaptamed makes no representations or warranties, whether express or implied regarding or relating to any of the Services or any other matter covered by this Agreement. ADAPTAMED SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. Adaptamed does not guarantee that Customer's access to the Services will be uninterrupted, error free, free from third party security intrusions, or free from open source code. Adaptamed does not warrant the accuracy, reliability, completeness or timeliness of the content of other data received, processed or transmitted through the Services.

ARTICLE 4—LIMITATION OF LIABILITY

TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, IN NO EVENT WILL ADAPTAMED BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, DOWNTIME, LOSS OF OR DAMAGE TO CONTENT OR DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ALLEGED AS BREACH OF CONTRACT, TORT OR OTHER FORM OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADAPTAMED'S LIABILITY FOR ANY DAMAGES OF ANY KIND WILL NOT EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO ADAPTAMED UNDER THIS AGREEMENT DURING THE PREVIOUS MONTH PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED. CLIENT ACKNOWLEDGES THAT ADAPTAMED IS NOT A COLLECTION AGENCY, IS NOT RESPONSIBLE FOR SECURING REIMBURSEMENTS AND IS SERVING ONLY AS CLIENT'S AGENT FOR THE PURPOSE OF PROVIDING THE SERVICES.

ARTICLE 5—CONFIDENTIAL INFORMATION

Proprietary Information and Texas Public Information Act: All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If Adaptamed does not desire proprietary information in to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Adaptamed, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Adaptamed.

To the extent, if any, that any provision in this contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

ARTICLE 6—PROPRIETARY RIGHTS; INDEMNITY

6.1 Proprietary Rights. No right, title or interest of intellectual property or other proprietary rights in and to the Services made available under this Agreement is transferred to Customer hereunder. Adaptamed and any of its third-party licensors retain all right, title and interests, including, without limitation, all copyright and other proprietary rights in and to the Services and their underlying technology.

6.2 Indemnity. Adaptamed shall indemnify and defend Customer against any claims that the software developed by Adaptamed infringes any U.S. copyright; provided that Adaptamed is given prompt notice of such claim and is given information, reasonable assistance and sole authority to defend or settle the claim. Adaptamed's Sole obligation in response to any such claim shall be, at its option, to: (a) modify the infringing component of the Service so as to make it non-infringing; (b) secure for Customer the right to use the infringing component of the Services; or (c) refund any fees prepaid by

Customer for the Services and terminate this Agreement without further liability. Customer shall indemnify and defend Adaptamed against any claims that the Customer data or content infringe any intellectual property or proprietary rights of third parties; provided that Customer is given prompt notice of such claim and is given information, reasonable assistance and sole authority to defend or settle the claim. This is the sole and exclusive obligation for all intellectual property claims.

ARTICLE 7—TERM AND TERMINATION

7.1 Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

7.2 Termination by Adaptamed. Adaptamed shall have the right, upon notice to Customer, to terminate this Agreement if: (a) Customer fails to pay Adaptamed any amount due hereunder and such failure to pay is not cured within thirty (30) days following Adaptamed's notice to Customer of such breach; (b) Customer materially breaches any other term or condition of this Agreement, provided such breach is not cured by Customer within thirty (30) days following Adaptamed's notice to Customer of such breach; or (c) Customer: (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or become subject to direct control of a trustee, receiver or similar authority; or (iii) become subject to any bankruptcy or insolvency proceeding under federal or state statutes. Adaptamed reserves the right to immediately suspend Customer's access to the Services in response to a material breach by Customer that poses imminent harm to Adaptamed, the Services, or any third parties whether through use of a disabling device or otherwise.

7.3 Termination by Customer. Customer will have the right, upon notice to Adaptamed, to terminate this Agreement if Adaptamed is in material breach of this Agreement and Adaptamed fails to remedy such material breach within thirty (30) days of its receipt of such notice.

7.4 Survival. Any provisions necessary to interpret the respective rights and obligations of the parties hereunder shall survive any termination or expiration of this Agreement, regardless of the cause of such termination or expiration. With limitation, the disclaimers, limitations of liability, confidentiality provisions, and indemnity obligation shall survive termination or expiration of the Agreement.

7.5 Data Export Upon Termination. Customer shall pay an export fee equal to 2 X's the average monthly charges over the previous 90 days. Customer may elect any or a combination of the following data export options: CSV, CCDA, CDA, HL7, PDF, or PDF with a viewer.

ARTICLE 8—GENERAL PROVISIONS

Adaptamed and Customer are independent contractors. Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing. Customer may not assign or otherwise transfer this Agreement by operation of law or otherwise, nor delegate or subcontract any of its rights or obligations hereunder, without Adaptamed's prior written consent. Adaptamed shall

not have any liability for failure or delay in performing any obligation under this Agreement due to circumstances caused by third parties or circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Customer grants Adaptamed the right to use Customer's name in press releases, product brochures and financial reports indicating that Customer is an Adaptamed Customer. This Agreement may be executed in counterparts (including by means of telecopied or e-mailed signature pages), all of which shall be considered one and the same agreement. Customer acknowledges that some Services may be provided by third-party licensors.

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

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

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

The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. No purchase order, other ordering document or any hand written or typewritten text which purports to modify or supplement the printed text of this Agreement or any Subscription Order Form shall add to or vary the terms of this Agreement. All such proposed variations or additions (whether submitted by Adaptamed or Customer) are objected to and shall have no force or effect. This Agreement (including the Exhibits hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

ARTICLE 9- ACCEPTABLE USE

Customer's access to the service shall be subject to such acceptable use policies, procedures, and guidelines ("Policies") as Adaptamed may impose upon its general customer base from time to time. The Policies will be communicated in writing to Customer (whether by link to an online location or otherwise). If Customer objects to any Policies and does not wish to be bound by them, Customer may terminate this Agreement upon sixty (60) days advance written notice to Adaptamed as its sole remedy.

IN WITNESS WHEREOF, the parties have executed this Adaptamed Access Agreement as of the Effective Date:

Adaptamed, LLC.

WILLIAMSON COUNTY

By: B. Aparna Reddy

By: _____

Name (Print): Aparna Reddy

Name (Print):

Title: COO

Title:

Date: 12/12/19

Date: _____

Exhibits:

Exhibit A – Subscription Order Form Specifications for Modules and Fees (both Services and Implementation)

Exhibit B – Service Levels

Exhibit C – HIPAA Compliance Requirements - Business Associate Agreement

Exhibit A

Subscription Order Form Specifications

MONTHLY INVOICING COMMENCES UPON CONTRACT SIGNATURE

Any amount more than 5 days past due will incur a late penalty of the highest rate allowable by law from the due date until paid.

ROLE	RATE	DISC. RATE	NUMBER	TOTAL
------	------	------------	--------	-------

MD/NP: FT	\$99	\$70	12	\$840
Staff	\$69	\$55	---	-----
* Total Monthly			TBD	\$840

*Payable one-year in advance. \$10,080 total due.

TYPE	RATE	COMMENTS
Form Development Fee	Up To 20 pages \$40 per page thereafter.	\$800.00 AFTER implementation , modifications are \$3.00 per field up to a max of \$40 per page. There are no charges for changes prior to implementation.
Implementation & Training Fee	\$5,500	
Demographic Data Migration	Waived	
Appointment Reminders	\$.12 each	Voice & Text, Email N/C

DATA MIGRATION: Demographic data is migrated at no additional cost. Other PDF data migration will be quoted once we understand the work involved. Attaching PDF files to charts is \$.20 each regardless of the number of pages with a \$500 minimum. (IE: 1 page or 100 is \$.20 each). You may upload and attach the forms directly to the chart at “no charge.”

NOTE: Adding and deleting of users must be requested via email and your invoice will reflect such. If you forget to notify us about deactivating a user, we will credit your account for a maximum of 60 days.

*Rate held firm for two years.

Storage Fee: Free Up to 40 GB: \$5 per GB a month billed quarterly thereafter.

Client agrees to keep pricing and terms of agreement confidential.

**One-time controlled substances eRx set up/compliance fee per provider: \$200

FULL REFUND UP TO 90 DAYS AFTER IMPLEMENTATION.

Customer agrees to go-live in phases otherwise the implementation will be delayed if expectations are that everything will be available at go-live.

All features may not be available at go-live and we will do our best to deliver feature enhancements which are usable by other customers in a timely manner at no additional charge.

If EHR Your Way delays implementation, then no charges will apply until mutually agreed upon.

Adaptamed Modules & Features

General

Works on PCs/Tablets/MACs

Restrict User Access

HIPAA Compliant/ONC Cert.

CRM

Track Prospective Clients Prior to Intake

Assign Tasks Associated with Client

Alerts on Tasks

Reporting on Tasks

Demographics

Insurance/Grants

Pictures

Contacts (Collaborative Care)

Appointment Scheduler

Individual Appointments

Recurring

Search Multiple Providers/Services/Location

View Multiple Providers (Day, Week, Month)

Check In/Out

Co-Pay (Shown in Hover Over)

Authorization Draw-Down

Reminders

Color Coding

Eligibility Checking

Block Appointments

Group Appointments

Individual Notes (Your Forms)

Auto-Population

Complex Form (Calculations)

Side-by-Side (Show Folders)

Zoom & CTRL F to Find Anything on Page

Open as New

Copy Manually

CTP Codes (Create Auto-Superbill if Desired)

Signature - Clinician/Client (Mouse/Pen/Topaz)

Auto or Manual Forward to Supervisor

Reminders

Print/Fax

Upload to Portal (By User Roles)

Validations

Note State/County/JCOR Compliant (Hand Built)

Spell Check

Group Notes

Check In/Out

Template Group Notes

Apply Individual Notes

Alerts Reminder to Complete Form

Supervisor Reminder of Overdue Form

Supervisor FYI of Form Signed Off

Supervisors Reminder to Review Form/Sign Off

Portal Auto-Population of Forms into Clinicians Notes

Make Appointment

Message Clinician

Make Payment

Custom Folders Based on Roles

Update Demographics

eRx

Order

Refill

Labs

Order

Reorder

Billing

Batch Claims

Works with All Clearinghouses

General Ledger

Client Balance

Generate & Print Statements

Canned Reports (Past Due etc.)

Email & Pay On Portal (Credit Card Vault)

Recurring Invoicing/Debt Payments

UB04 & CMS 1500

Auto Posting

Reporting

Canned Reports

Schedule Reports & Distribute

Notes Not Signed Off

Gross Revenue for Calculation of Commissions

Custom Reports

Exportable to XLS for Analytics

Any Field on Any Form is Reportable

Real-Time

Grants

Visits Allowed

Total Dollar Value Allowed Per Client

Auto-Depletion of Allowed

Debit Against Grant and or Insurance and or Private Pay

Income Ranges

Reporting on Demographics and Any Field

Human Resources

Track: DL, Car Insurance, CE, etc.

Reminder on Anything

Employee/Independent Contractor Forms & Policies

Attendance Reporting

Inventory Control

Instant Messenger

Message in Real-Time with Others

Internal Messaging

Message Like Email with Others in a HIPAA Compliant Way

Attach Documents

Copy Multiple People

Text Other Users

Document Management

Attach Files to Client Chart Directly or in Bulk

Auto-Import Faxes

Unlimited Folders

Rotate, Annotate, Fax, Text and More

IVR

Auto-Check In/Out

Log Time Spent on Tasks

Auto-Bill For Tasks or By Time Spent

Exhibit B

SERVICE LEVEL AGREEMENT

General Support Availability

Monday-Friday 7:30 AM – 8:00 PM EST Saturday: 7:30 AM – 7:00 PM EST

- Phone/Email Ticket: Acknowledgement within 30 minutes; resolution ETA within 4 hours
- Help via Webinar: When issues require clarification or troubleshooting, our support will connect remotely to a user's computer typically within 4 hours.
- Resolution Goals (estimated target using commercially reasonable efforts)

Level 1 – Urgent resolve and/or work around within 1 business day

Level 2 – Significant: resolve and/or work around within 3 business days

Level 3 – Enhancement: Status update provided to customer every 15 days

Level 1:

An urgent issue represents a critical business impact to a customer. Examples include

- Company system & software not functioning due to user interface or database issues, error messages or connectivity issues, etc. requiring software or database programmers for resolution
- Unable to submit or process claims
- Disaster recovery

Level 2:

A significant issue represents severe business impact to a customer. Examples include:

- Company system & software not functioning due to user interface or database issues which require significant extra time and or/manual work to accomplish the same task

Level 3:

An enhancement represents a moderate business impact to a customer through inconvenience or loss of efficiency. Examples include:

- Change in layout
- Additional form features
- Billing changes

Escalation Paths

If a Customer is not satisfied with the resolution of an issue, the Customer may escalate the issue by contacting the assigned account manager. The account manager will intercede on the Customer's behalf with support. Should this process not meet the Customer's expectations, the Customer will be put in contact with the support department manager. If the issue is still not resolved to the Customer's expectations, an executive level contact will be made.

A member of the management team will be responsible for reviewing and monitoring the escalated issue until it is resolved.

Adaptamed has been down approximately 6 hours in the last 5 years with the exception of regularly scheduled maintenance. We maintain redundancy in our data centers and back up nightly at Google and Amazon and incremental backups are done every 90 seconds to 5 minutes depending on the module.

Our data centers are SSAE-16 Type II certified and we have multiple ISPs ranging from 20-100 Gbps and a copy of our disaster recovery plan is available upon request.

Exhibit C

Business Associate Agreement

Between Adaptamed, LLC, the “Business Associate” and WILLIAMSON COUNTY the “Covered Entity.”

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Adaptamed, LLC .

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean WILLIAMSON COUNTY

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the “covered entity” or as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity’s obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the “covered entity” as necessary to satisfy covered entity’s obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the service set forth in the Service Agreement.
- (b) Business associate may use or disclose protected health information as required by law. (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity’s minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate’s use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

Term and Termination

a. Term. This Agreement shall be effective as of the Effective Date and shall terminate at the end of the term of the Underlying Agreement. To the extent that the Underlying Agreement automatically renews, this Agreement shall also automatically renew itself for the same renewal period unless the covered entity terminates this Agreement for cause as set forth in Section 5(c). Either party may terminate the Agreement consistent with the written notice provision regarding termination in the Underlying Agreement.

b. Auto-renewal. In the event that this Agreement is automatically renewed, the Business Associate agrees to be bound by the terms of this Agreement and laws referenced in this Agreement that are current and in effect at the time of renewal.

c. Termination for Cause. Notwithstanding the foregoing, Business Associate authorizes termination of this Agreement by the covered entity if the covered entity determines that Business Associate has violated a material term of the Agreement. The covered entity shall either, at its sole discretion:

Provide the Business Associate an opportunity to cure or end the violation within a time frame and upon such conditions as established by the covered entity; and

Immediately terminate this Agreement in the event the Business Associate has either failed to cure in the time frame provided by the covered entity or if cure is not possible.

(d) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate shall return to covered entity or destroy all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.

(e) Survival. The obligations of business associate under this section shall survive the termination of this Agreement.

Business Associate: Adaptamed, LLC

By: B. Aparna Reddy

Date: 12/12/19

Print Name: Aparna Reddy

Title: COO

Covered Entity: WILLIAMSON COUNTY

By: _____ Date: _____

Print Name: _____ Title: _____

Commissioners Court - Regular Session**32.****Meeting Date:** 12/17/2019

Advertisement Approval 2727 RFQ Planning, Design, Management and Oversight of Park Bond Projects

Submitted For: Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Planning, Design, Management and Oversight of Park Bond Projects under RFQ #2727.

Background

Williamson County is seeking qualified firms to provide planning, design, management and oversight services for 2019 Park Bond Projects. This RFQ will allow for the award of multiple firms to provide planning and design services for the projects as listed in the RFQ as well as award for Program Management and Oversight as the need for such services is determined by Parks. Department point of contact is Russell Fishbeck. Funding source 2019 Park Bond.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 12/12/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

12/12/2019 09:30 AM
12/12/2019 09:40 AM
Started On: 12/11/2019 08:05 AM

Commissioners Court - Regular Session**33.****Meeting Date:** 12/17/2019

Advertisement Approval 2965 RFQ Small Maintenance Projects

Submitted For: Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Small Maintenance Projects under RFQ #2965.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in design and planning of very small maintenance projects such as culvert replacements, roadway resurfacing and roadway rehabilitation on an "on call" basis. Department point of contact is Bob Daigh. Funding source 01.0200.0210.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 12/12/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

12/11/2019 04:07 PM
12/12/2019 08:39 AM
Started On: 12/11/2019 08:07 AM

Commissioners Court - Regular Session**34.****Meeting Date:** 12/17/2019

Advertisement Approval 2967 RFQ Planning and Design of Flood Protection System

Submitted For: Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Planning and Design of Flood Protection System under RFQ #2967.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in planning and designing a flood protection system for all or a section of the Brushy Creek Drainage Basin. Department point of contact is Bob Daigh. Funding source 2019 Road Bond.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 12/12/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

12/11/2019 04:07 PM
12/12/2019 08:40 AM
Started On: 12/11/2019 08:09 AM

Commissioners Court - Regular Session**35.****Meeting Date:** 12/17/2019

Authorize and Execute Supplemental Agreement No. 2

Submitted For: Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a Supplemental Agreement No. 2 to the Agreement for Landscape Architectural Services between Williamson County and studio16.19, LLC to provide compensation for additional landscape architecture services relating to the Brushy Creek Regional Trail Section Repair Project (15RFQ105) in the not-to-exceed amount of \$1,809.94 and the Compensation Cap/not-to-exceed fee of the agreement shall be increased by the said sum as necessary. Funding source is P-321.

Background

This is a supplement to the agreement approved in the 5.16.2017 agenda, item 47. The project incurred construction delays that forced the Landscape Architect to provide additional Construction Administration Services over and above what constituted Basic Services and caused the need for additional compensation. Russell Fishbeck is the Point of Contact.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSupplemental Agreement No. 2

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 12/12/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

12/11/2019 04:12 PM

12/12/2019 08:48 AM

Started On: 12/11/2019 02:29 PM

SUPPLEMENTAL
AGREEMENT NO. 2 TO
AGREEMENT FOR LANDSCAPE
ARCHITECTURAL SERVICES

This Supplemental Agreement No. 2 to the Agreement for Landscape Architectural Services ("Supplemental No. 2") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas, (the "County") and **studio|16:19, LLC**, hereinafter "Landscape Architect" or "LA."

RECITALS

WHEREAS, County and LA previously executed an Agreement for Landscape Architectural Services, dated effective July 6, 2015 (the "Agreement"), wherein LA agreed to perform certain professional landscape architectural services in connection with Part 1 - Brushy Creek Regional Trail Section Repair (#15RFQ105), hereinafter called the "Project";

WHEREAS, County, thereafter, added a Birthday Party Pavilion and Public Restroom to the Project and obtained additional professional services from LA in relation thereto as set out in the Supplemental Agreement No. 1 to the Agreement for Landscape Architectural Services dated effective May 22, 2017;

WHEREAS, construction delays required LA to provide Construction Administration Services in excess of what constituted Basic Services under the Agreement and LA has requested payment in the amount of \$1,809.94 for such additional services;

WHEREAS, pursuant to Article 4 of the Agreement, the above-mentioned additional Construction Administration Services constitute Additional Services that are outside the original scope of the Basic Services and it has become necessary to supplement the Agreement; and

WHEREAS, therefore, County and LA now desire to set forth the lump sum amount of compensation to be paid for such Additional Services in accordance with Section 11.3 of the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, County and LA agree that the Agreement is supplemented, amended and modified as follows:

I. Compensation

For the LA's performance of the Additional Services described herein, the County shall compensate the LA the "not-to-exceed" amount of: **\$1,809.94** and the Compensation Cap/Not-to-Exceed Fee of the Agreement shall be increased by said sum as necessary.

II. Terms of Agreement Control and Extent of Supplemental No. 2

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

IN WITNESS WHEREOF, the County and the LA have executed this Supplemental No. 2, in duplicate, to be effective as of the date of the last party's execution below.

LANDSCAPE ARCHITECT:

studio|16:19, LLC

By: Brent A. Baker

Printed Name: BRENT A. BAKER

Title: MANAGING PRINCIPAL

Date: DEC 06, 2019

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: _____, 20__

Commissioners Court - Regular Session**36.****Meeting Date:** 12/17/2019

Jail Renovations P411 - Vaughn Change Order #4

Submitted By: Gina Wrehsnig, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on accepting and approving a report on the Williamson County Jail Renovations FY 2019 Project: Change Order #4 in the amount of \$25,714.00 to approve funding from within the existing contract contingency for added ceiling replacement, mantrap field modifications, and HVAC modifications which was executed by Tom Stanfield, a Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

Background

This change order is to provide added ceiling replacement, mantrap field modifications, and HVAC modifications identified during construction.

On April 16, 2019, the Williamson County Commissioners Court granted Tom Stanfield, Williamson County Facilities Project Manager, with general authority to approve change orders for the contract with J.T. Vaughn Construction, LLC in relation to the Williamson County Jail Renovations FY 2019 Project for any increase or decrease in cost of \$30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the Court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

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

AttachmentsChange Order 4

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 12/09/2019

Reviewed By

Andrea Schiele

Date

12/09/2019 02:55 PM

Started On: 12/09/2019 02:18 PM

AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address) Williamson County Jail Renovation Project 508 S Rock Street Georgetown, TX 78626	CONTRACT INFORMATION: Contract For: General Construction Date: 4/2/19	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: 12/4/19
OWNER: (Name and address) Williamson County, Texas 710 Main Street, Suite 101 Georgetown, TX 78626	ARCHITECT: (Name and address) Talex, Inc. Engineers 6300 La Calma Drive, Suite 100 Austin, Tx 78752	CONTRACTOR: (Name and address) J.T. Vaughn Construction, LLC 10355 Westpark Drive Houston, TX 77042

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order No. 004 includes the Vaughn Change Order for the Change Proposals 11, 12, 13 & 14 for Vaughn Project No. 2719-01.

CP-11 - Grid and Ceiling Tile Work at Reception and on the 1st and 2nd Floors

CP-12 - Infill of Gaps at top of Mantraps

CP-13 - Repair Leak at 1st Floor Conference Room

CP-14 - Additional work to move and replace FCU-2-J1

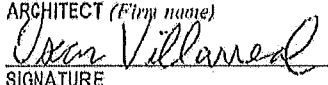

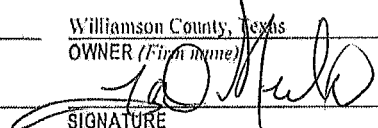
The original Contract Sum was	\$ 1,180,500.00
The net change by previously authorized Change Orders	\$ 187,764.00
The Contract Sum prior to this Change Order was	\$ 1,368,264.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 25,714.00
The new Contract Sum including this Change Order will be	\$ 1,393,978.00

The Contract Time will be increased by Three (3) days.

The new date of Substantial Completion will be 1/29/20

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Talex, Inc., Engineers ARCHITECT (Firm name)  SIGNATURE Oscar Villarreal PRINTED NAME AND TITLE 12/5/2019 DATE	J.T. Vaughn Construction, LLC CONTRACTOR (Firm name)  SIGNATURE Mike Simpson PRINTED NAME AND TITLE 12/4/2019 DATE	Williamson County, Texas OWNER (Firm name)  SIGNATURE Tom Stanfield PRINTED NAME AND TITLE 12/4/19 DATE
--	--	--



6604 N. Lamar Blvd.
Austin, TX 78752

T: (512) 663-7461
F: (512) 681-9752

November 20, 2019

Tom Stanfield
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78626

Re: Jail Renovations
Job No: 271901

Subj: Change Proposal No. 271901-0011

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$16,612 (sixteen thousand six hundred twelve) dollars to provide Grid and Ceiling Tile Work at Reception and on the 1st and 2nd Floors for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Tom Morrill", written over a light blue horizontal line.

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Jail Renovations

CHANGE PROPOSAL NO: 271901-0011

QUOTATION :

Item	Labor	Materials	Subs	Total
Grid and Ceiling Tile Work at Reception and on the 1st and 2nd Floors	\$0.00	\$0.00	\$12,955.00	\$12,955.00
Escorting and Clean up	\$1,657.00	\$704.00	\$0.00	\$2,361.00

Totals	\$1,657.00	\$704.00	\$12,955.00	\$15,316.00
---------------	------------	----------	-------------	-------------

Insurance, Tax, Benefits on Labor	\$0.00
--	--------

Overhead	\$0.00
-----------------	--------

Fee on Subs	\$1,295.50
--------------------	------------

Fee on JTV	\$0.00
-------------------	--------

Bond	\$0.00
-------------	--------

Remodel Tax	\$0.00
--------------------	--------

TOTAL	\$16,611.50
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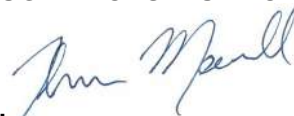
TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 12/2/2019

Accepted

VAUGHN CONSTRUCTION

By: _____

By: 
Thomas Morrill

Date _____

Proposal Valid for 10 Days

Date: 11/18/2019

Time and Materials

Project Name: Williamson County Jail Renov

Customer: Vaughn Construction

Order Number: 2

Page 2 of 27

TIME AND MATERIAL

DATE: 11-1-19

JOB NAME: Williamson County Jail
CITY: George

TAG# 6304

CLUST. ORDER #:

AREA OF WORK:

DESCRIPTION OF WORK: TAKE DOWN tile on Reception Area
LAY DOWN tile on second floor on Control room

LABOR

DATE COMPLETED:

	NAME	CLASSIFICATION	ST HRS	OT HRS	DT HRS	ST/OT/DT RATE	SUBTOTAL
1	Isabel Espinoza	Foreman	8				8
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12	SUPERINTENDENT	SUPT.					

TOTAL LABOR 8

MATERIALS

	DESCRIPTION	QTY	UNIT	SF/SG	UNIT PRICE	SUBTOTAL
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						

SUBTOTAL

TAX

TOTAL DELIVERY

TOTAL MATERIALS

NUMBER OF DELIVERIES:

DELIVERY RATE:

EQUIPMENT/OTHER

QTY	DESCRIPTION	DAILY PRICE	SUBTOTAL

AUTHORIZATION
AUTHORIZED BY (PRINT)

SIGNATURE

FILE

REPRESENTATIVE

COMPANY: VAUGHAN

DATE:

LABOR

MATERIALS

EQUIPMENT/OTHER

OVERHEAD & PROFIT

TAG TOTAL



Authorization of Changes or Additions
TIME AND MATERIAL

DATE 11-5-19

JOB NAME Williamson County Jail CITY Georgetown

QUOT. ORDER #

TAG# 6305

DESCRIPTION OF WORK: Tear Down ceiling tile n grid on
the reception Area / install tiles in office
on L-2

LABOR

	NAME	CLASSIFICATION	DATE COMPLETED				SUBTOTAL
			ST HRS	OT HRS	ST/OT RATE	ST/OT RATE	
1	Isai Espinoza	Foreman	8				8
2	Ulises Moran		8				8
3							
4							
5							
6							
7							
8							
9							
10							
11							
12	SUPERINTENDENT	SUPT.					

TOTAL LABOR 16

MATERIALS

	DESCRIPTION	QTY	UNIT	SP/BS	UNIT PRICE	SUBTOTAL
1						
2						
3						
4						
5						
6						
7						
8						

SUBTOTAL

TAX

NUMBER OF DELIVERIES:

DELIVERY RATE:

TOTAL DELIVERY

TOTAL MATERIALS

EQUIPMENT/OTHER

QTY	DESCRIPTION	DAILY PRICE	SUBTOTAL
1			
2			
3			
4			
5			

AUTHORIZATION
AUTHORIZED BY (PRINT) J McGILK

COMPANY: VAUGHN

DATE: 11-5-19

SIGNATURE: [Signature]

TITLE: [Signature]

PCI REPRESENTATIVE: [Signature]

LABOR

MATERIALS

EQUIPMENT/OTHER

OVERHEAD & PROFIT

TAG TOTAL



Authorization of Changes or Additions
TIME AND MATERIAL

DATE: 11-6-19

JOB NAME: Williamson County Jail CITY: Georgetown

TAG# **6306**

CUST. ORDER #:

AREA OF WORK:

DESCRIPTION OF WORK: Frame ceiling grid n lay ceiling tile on Reception Area

LABOR

	NAME	CLASSIFICATION	DATE COMPLETED:				SUBTOTAL
			ST HRS	OT HRS	DT HRS	ST/OT/DT RATE	
1	<u>Isai Espinoza</u>	<u>Foreman</u>	<u>8</u>				<u>8</u>
2	<u>Alises Moran</u>		<u>8</u>				<u>8</u>
3							
4							
5							
6							
7							
8							
9							
10							
11							
12	SUPERINTENDENT	SUPT.					

TOTAL LABOR: 16

MATERIALS

	DESCRIPTION	QTY	UNIT	SE/SG	UNIT PRICE	SUBTOTAL
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						

SUBTOTAL

TAX

NUMBER OF DELIVERIES:

DELIVERY RATE:

TOTAL DELIVERY

TOTAL MATERIALS

EQUIPMENT/OTHER

QTY	DESCRIPTION	DAILY PRICE	SUBTOTAL

AUTHORIZATION

THORIZED BY (PRINT)

INATURE: [Signature]

LE:

REPRESENTATIVE:

COMPANY: VAGH

DATE:

LABOR

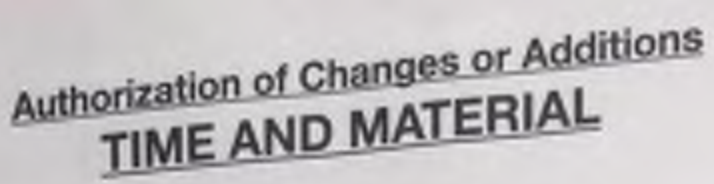
MATERIALS

EQUIPMENT/OTHER

OVERHEAD & PROFIT

TAG TOTAL:

PCI Representative



DATE: 11-8-19

TAG# 6308

CONTRACTING INC.
JOB NAME: Wilkinson Cnty Jail CITY: Georgetown
AREA OF WORK:

CLUST. ORDER # _____
DESCRIPTION OF WORK: Lay ceiling tile on rooms second
office rooms

[illegible]

MATERIALS				TOTAL LABOR		
	DESCRIPTION	QTY	UNIT	SF/BG	UNIT PRICE	SUBTOTAL
1						
2						
3						
4						
5						
6						
7						
8						

NUMBER OF DELIVERIES:

DELIVERY DATE:

SUBSTOYAL

TAX

TOTAL DELIVERY
TOTAL MATERIALS

EQUIPMENT/OTHER

DESCRIPTION

DAILY PRICE

SUBTOTAL

AUTHORIZATION
AUTHORIZED BY SPENT

2003年12月10日

TITLE _____

DOI REPRESENTATION _____

COMPANY:

DATE:

LAI5002

MATERIALS

EQUIPMENT/OTHER

OVERHEAD & PROFIT

TAG TOTAL

White - Office Canary - Customer with Billing Pink - Customer Goldenrod - Job Site



Authorization of Changes or Additions
TIME AND MATERIAL

DATE: 11-12-19

JOB NAME: Williamson County Jail CITY: Georgetown PCI JOB#: _____ TAG# 6309

CUST. ORDER #: _____ AREA OF WORK: FIRST FLOOR

DESCRIPTION OF WORK: TAKE DOWN CEILING TILE and GRID ON TWO OFFICES FIRST FLOOR

LABOR

DATE COMPLETED:

	NAME	CLASSIFICATION	ST HRS	OT HRS	DT HRS	ST/OT/DT/RATE	SUBTOTAL
1	Isaul Espinoza	Foreman	4				4
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12	SUPERINTENDENT	SUPT.					

MATERIALS

TOTAL LABOR 4

	DESCRIPTION	QTY	UNIT	SF/BG	UNIT PRICE	SUBTOTAL
1	Ceiling tile TAKE OFF			370		
2	Ceiling Grid TAKE OFF			370		
3						
4						
5						
6						
7						
8						

NUMBER OF DELIVERIES: 1

DELIVERY RATE:

SUBTOTAL

TAX

TOTAL DELIVERY

TOTAL MATERIALS

EQUIPMENT/OTHER

QTY	DESCRIPTION	DAILY PRICE	SUBTOTAL
1			
2			
3			
4			
5			

AUTHORIZATION

AUTHORIZED BY (PRINT)

SIGNATURE: J McGill

COMPANY: _____

DATE: _____

TITLE: Superintendent

PCI REPRESENTATIVE: _____

LABOR

MATERIALS

EQUIPMENT/OTHER

OVERHEAD & PROFIT

TAG TOTAL

White - Office

Canary - Customer with Billing

Pink - Customer

Goldenrod - Job Site



TIME AND MATERIAL

DATE: 11-15-19

JOB NAME: W. Williamson Can by Jail CITY: Georgetown PCI JOB#:

TAG# 7115

CUST. ORDER #:

AREA OF WORK:

DESCRIPTION OF WORK: Frame and ceiling Grid n Laying ceiling tile, Two OFFICES First Floor

LABOR

DATE COMPLETED:

	NAME	CLASSIFICATION	ST HRS	OT HRS	DT HRS	ST/OT/DT/RATE	SUBTOTAL
1	Isaul Espinoza	Foreman	7				7
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12	SUPERINTENDENT	SUPT.					

MATERIALS

TOTAL LABOR 7

	DESCRIPTION	QTY	UNIT	SF/BG	UNIT PRICE	SUBTOTAL
1						
2	Celing tile			370		
3						
4						
5						
6						
7						
8						

SUBTOTAL

TAX

NUMBER OF DELIVERIES: DELIVERY RATE:

TOTAL DELIVERY

TOTAL MATERIALS

EQUIPMENT/OTHER

	QTY	DESCRIPTION	DAILY PRICE	SUBTOTAL
1				
2				
3				
4				
5				

AUTHORIZATION

AUTHORIZED BY (PRINT) J. McGill

COMPANY:

SIGNATURE:

DATE:

TITLE: Supt

PCI REPRESENTATIVE:

LABOR

MATERIALS

EQUIPMENT/OTHER

OVERHEAD & PROFIT

TAG TOTAL

White - Office

Canary - Customer with Billing

Pink - Customer

Goldenrod - Job Site



Authorization of Changes or Additions TIME AND MATERIAL

DATE: 10-18-19

JOB NAME: Williamson County Jail CITY: Georgetown PCI JOB#: TAG# 7112

CUST. ORDER #: AREA OF WORK:

DESCRIPTION OF WORK: Demo tile on Hall way First Floor
Lay back up. L-1, South

LABOR

DATE COMPLETED:

	NAME	CLASSIFICATION	ST HRS	OT HRS	DT HRS	ST/OT/DT/RATE	SUBTOTAL
1	Isaul Espinoza	Foreman	8	2			10
2	Ulises Moran		8				8
3							
4							
5							
6							
7							
8							
9							
10							
11							
12	SUPERINTENDENT	SUPT.					

MATERIALS

TOTAL LABOR 18

	DESCRIPTION	QTY	UNIT	SF/BG	UNIT PRICE	SUBTOTAL
1	Ceiling tile			768		
2						
3						
4						
5						
6						
7						
8						

NUMBER OF DELIVERIES:

DELIVERY RATE:

SUBTOTAL

TAX

TOTAL DELIVERY

EQUIPMENT/OTHER

TOTAL MATERIALS

	QTY	DESCRIPTION	DAILY PRICE	SUBTOTAL
1				
2				
3				
4				
5				

AUTHORIZATION

AUTHORIZED BY (PRINT)

SIGNATURE:

TITLE:

PCI REPRESENTATIVE:

COMPANY:

DATE:

LABOR

MATERIALS

EQUIPMENT/OTHER
OVERHEAD & PROFIT

TAG TOTAL

White - Office

Canary - Customer with Billing

Pink - Customer

Goldenrod - Job Site



Authorization of Changes or Additions TIME AND MATERIAL

DATE: 10-19-19

JOB NAME: Williamson County Jail CITY: Georgetown PCI JOB#: TAG# 7113

CUST. ORDER #: AREA OF WORK:

DESCRIPTION OF WORK: Laying ceiling tile on Conference room

LABOR

DATE COMPLETED:

	NAME	CLASSIFICATION	ST HRS	OT HRS	DT HRS	ST/OT/DT/RATE	SUBTOTAL
1	Isaiah Espinoza	Foreman	4				
2	Ulises Muran		4				
3							
4							
5							
6							
7							
8							
9							
10							
11							
12	SUPERINTENDENT	SUPT.					

MATERIALS

TOTAL LABOR

	DESCRIPTION	QTY	UNIT	SF/BG	UNIT PRICE	SUBTOTAL
1	Ceiling tile			128		
2						
3						
4						
5						
6						
7						
8						

NUMBER OF DELIVERIES: DELIVERY RATE:

SUBTOTAL

TAX

TOTAL DELIVERY

TOTAL MATERIALS

EQUIPMENT/OTHER

	QTY	DESCRIPTION	DAILY PRICE	SUBTOTAL
1				
2				
3				
4				
5				

AUTHORIZATION

AUTHORIZED BY (PRINT)

SIGNATURE:

TITLE: Super

PCI REPRESENTATIVE:

COMPANY: VAUGHN

DATE: 11/18/19

LABOR

MATERIALS

EQUIPMENT/OTHER
OVERHEAD & PROFITTAG TOTAL

White - Office

Canary - Customer with Billing

Pink - Customer

Goldenrod - Job Site

Williamson County Jail Renovation Form B

Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

Project No. & Name:	2791-01 Wilco Jail Renovation	DATE	11/21/2019
Contractor Name:	Vaughn Construction	Change No.	011
Description of Change:	Vaughn Cleanup and Escorting		

Means Code	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Subcontract
	Labor (1 guys, 5 days)	67.0		\$ 22.43	\$1,502.81	\$ -	\$ -
					\$ -	\$ -	\$ -
	1 Dumpster Pull	1.0		\$ 550.00		\$ 550.00	

SUBTOTAL	\$ 1,502.81	\$ 550.00	\$ -
-----------------	-------------	-----------	------

BOND	\$ -
-------------	------

Work preformed by the Contractor's own employees	SUBTOTAL	\$ 2,052.81
Work up to \$10,000.00, add...	15.0%	\$ 307.92
Work between \$10,000.01 and \$20,000.00, add...	10.0%	\$ -
Work greater than \$20,000.00, add...	7.5%	\$ -

Managing subcontracted work	SUBTOTAL	\$ -
Work up to \$10,000.00, add...	10.0%	\$ -
Work between \$10,000.01 and \$20,000.00, add...	7.5%	\$ -
Work greater than \$20,000.00, add...	5.0%	\$ -

Sales Tax 8.25%	\$ -
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TOTAL FOR THIS CHANGE PROPOSAL	\$ 2,360.73
---------------------------------------	--------------------



6604 N. Lamar Blvd.
Austin, TX 78752

T: (512) 663-7461

F: (512) 681-9752

December 02, 2019

Tom Stanfield
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78626

Re: Jail Renovations

Job No: 271901

Subj: Change Proposal No. 271901-0012

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$3,156 (three thousand one hundred fifty-six) dollars to provide Infill of Gaps at top of Mantraps for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Tom Morrill", written over a light blue circular stamp.

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Jail Renovations

CHANGE PROPOSAL NO: 271901-0012

QUOTATION :

Item	Labor	Materials	Subs	Total
Infill of Gaps at top of Mantraps	\$0.00	\$0.00	\$2,354.00	\$2,354.00
Cleanup and Escorting	\$567.00	\$0.00	\$0.00	\$567.00

Totals	\$567.00	\$0.00	\$2,354.00	\$2,921.00
---------------	----------	--------	------------	------------

Insurance, Tax, Benefits on Labor	\$0.00
-----------------------------------	--------

Overhead	\$0.00
----------	--------

Fee on Subs	\$235.40
-------------	----------

Fee on JTV	\$0.00
------------	--------

Bond	\$0.00
------	--------

Remodel Tax	\$0.00
-------------	--------

TOTAL	\$3,156.40
--------------	-------------------


TIME EXTENSION TO CONTRACT: 3 Days

Submitted Date: 12/2/2019

Accepted

VAUGHN CONSTRUCTION

By: _____

By: 
Thomas Morrill

Date _____

Proposal Valid for 10 Days

Time and Material Log - 19-005 Williamson County Mesh Partitions

Date	Person(s)	Description of Work/Material	Hours	Rate	Cost	OH/P	Total Price
11/4/2019	Gabrial Bustamante	Labor provided at Jay McGilston's request	3	\$ 65.00	\$ 195.00	15%	\$ 224.25
11/4/2019	Paul Garcia	Labor provided at Jay McGilston's request	3	\$ 35.00	\$ 105.00	15%	\$ 120.75
11/6/2019	Gabrial Bustamante	Labor to remove and install new closure plates to bring gap at ceiling to 1"	8	\$ 65.00	\$ 520.00	15%	\$ 598.00
11/6/2019	Paul Garcia	Labor to remove and install new closure plates to bring gap at ceiling to 1"	8	\$ 35.00	\$ 280.00	15%	\$ 322.00
Total Labor Cost			22		\$ 1,100.00		\$ 1,265.00
11/6/2019	Gabriel Bustamante	Steel plate infill plate material	1 lot		\$ 947.19	15%	\$ 1,089.27
Total Material Cost					\$ 947.19		
Subtotal Material and Labor Cost					\$ 2,047.19	\$ 307.08	\$ 2,354.27



M&M METALS, INC.

AIR CONDITIONING DUCTWORK
SHEET METAL SPECIALTIES

www.mmmet.com

103 BRANIFF DRIVE
SAN ANTONIO, TEXAS 78216

(210) 341-1313 • FAX (210) 377-2067

SOLD TO:

Sustainable Security

INVOICE NO. **W 11387**

DATE ORDERED *10/31/19*

DATE REQUIRED *10/31/19*

P.O. NO. _____

JOB _____

AMOUNT *\$ 875.00*

TAX *\$ 72.19*

TOTAL *\$ 947.19*

C.O.D. CHG.

DESCRIPTION:

*Fabricate (18) 12 GA Steel
panels as per list*

ORDER TAKEN BY:

Ben

ORDERED BY:

Todd Clark

WORKMAN:

Kyle

PHONE:

2108588976

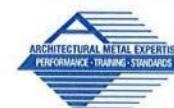
MATERIAL LOCATION:

EMAIL:

PLEASE READ PURCHASE
AGREEMENT ON REVERSE SIDE.

REC'D. BY: _____

DATE: _____





M&M METALS, INC.

AIR CONDITIONING DUCTWORK
SHEET METAL SPECIALTIES

www.mmmet.com

103 BRANIFF DRIVE
SAN ANTONIO, TEXAS 78216
(210) 341-1313 • FAX (210) 377-2067

SOLD TO: ┌

Sustainable Security

└

INVOICE NO. **W 11324**

DATE ORDERED 10/28/19

DATE REQUIRED 10/28/19

P.O. NO. _____

JOB _____

AMOUNT \$ 255⁰⁰

TAX 21.04

TOTAL \$ 276.04

C.O.D. CHG.

DESCRIPTION:

Fab (4) 1/4" HRS Plates

As per drawing

ORDER TAKEN BY:

Ben

ORDERED BY:

Todd Clark

WORKMAN: _____

PHONE: _____

MATERIAL LOCATION: _____

EMAIL: _____

**PLEASE READ PURCHASE
AGREEMENT ON REVERSE SIDE.**

REC'D. BY: _____

DATE: _____





M&M METALS, INC.

AIR CONDITIONING DUCTWORK
SHEET METAL SPECIALTIES

www.mmmet.com

103 BRANIFF DRIVE
SAN ANTONIO, TEXAS 78216

(210) 341-1313 • FAX (210) 377-2067

SOLD TO:

Sustainable Security

INVOICE NO. **W 11323**

DATE ORDERED 10/25/19

DATE REQUIRED 10/25/19

P.O. NO. _____

JOB _____

AMOUNT \$195⁰⁰

TAX \$16⁰⁹

TOTAL \$211.09

C.O.D. CHG.

DESCRIPTION:

Fab 2 4'6" Plates 12 GA HRS

ORDER TAKEN BY:

Bru

ORDERED BY:

Todd Clark

WORKMAN:

PHONE:

MATERIAL LOCATION:

EMAIL:

**PLEASE READ PURCHASE
AGREEMENT ON REVERSE SIDE.**

REC'D. BY: _____

DATE: _____



Williamson County Jail Renovation Form B

Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

Project No. & Name:	2791-01 Wilco Jail Renovation	DATE	11/26/2019
Contractor Name:	Vaughn Construction	Change No.	012
Description of Change:	Vaughn Cleanup and Escorting		

Means Code	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Subcontract
	Labor (1 guys, 2 days)	22.0		\$ 22.43	\$493.46	\$ -	\$ -
					\$ -	\$ -	\$ -
							\$ -
SUBTOTAL					\$ 493.46	\$ -	\$ -

BOND \$ -

Work preformed by the Contractor's own employees	SUBTOTAL	\$ 493.46
Work up to \$10,000.00, add...	15.0%	\$ 74.02
Work between \$10,000.01 and \$20,000.00, add...	10.0%	\$ -
Work greater than \$20,000.00, add...	7.5%	\$ -

Managing subcontracted work	SUBTOTAL	\$ -
Work up to \$10,000.00, add...	10.0%	\$ -
Work between \$10,000.01 and \$20,000.00, add...	7.5%	\$ -
Work greater than \$20,000.00, add...	5.0%	\$ -

Sales Tax 8.25% \$ -

TOTAL FOR THIS CHANGE PROPOSAL \$ 567.48



6604 N. Lamar Blvd.
Austin, TX 78752

T: (512) 663-7461
F: (512) 681-9752

December 02, 2019

Tom Stanfield
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78626

Re: Jail Renovations
Job No: 271901

Subj: Change Proposal No. 271901-0013

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$2,272 (two thousand two hundred seventy-two) dollars to provide Repair Leak at 1st Floor Conference Room for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Tom Morrill", written over a light blue horizontal line.

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Jail Renovations

CHANGE PROPOSAL NO: 271901-0013

QUOTATION :

Item	Labor	Materials	Subs	Total
Repair Leak at 1st Floor Conference Room	\$0.00	\$0.00	\$1,303.00	\$1,303.00
Escorting and Clean up	\$234.00	\$605.00	\$0.00	\$839.00

Totals	\$234.00	\$605.00	\$1,303.00	\$2,142.00
---------------	----------	----------	------------	------------

Insurance, Tax, Benefits on Labor	\$0.00
-----------------------------------	--------

Overhead	\$0.00
----------	--------

Fee on Subs	\$130.30
-------------	----------

Fee on JTV	\$0.00
------------	--------

Bond	\$0.00
------	--------

Remodel Tax	\$0.00
-------------	--------

TOTAL	\$2,272.30
--------------	-------------------


TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 12/2/2019

Accepted

VAUGHN CONSTRUCTION

By: _____

By: 
Thomas Morrill

Date _____

Proposal Valid for 10 Days

HVAC T&M Change Order Proposal



18 Indian Meadow Round Rock, Texas 78664 (512)244-3436 office (512) 244-3498 fax
TACLB00028659E

General Contractor: Vaughn Construction
Attn: Jay McGilton

October 15, 2019

Re: Wilco South Jail – Repair Leak at 1st Floor Conference Room

Scope of Work:

1. The leak at the 1st floor copper pipe above conference room. When insulators remove old insulation to replace, the existing copper connection came apart and it is apparent it had never been soldered/welded/leak proofed.
2. Shutoff water at isolation valves
3. Leak check and refill piping.
4. Re-insulate pipe
5. Prevailing wages
6. Supervision

Exclusions:

1. DDC or VVT controls.
2. Sales tax

HVAC T&M Change Order Price: \$1,303.00


Austin Adair

Williamson County Jail Renovation Form B

Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

Project No. & Name:	2791-01 Wilco Jail Renovation	DATE	12/2/2019
Contractor Name:	Vaughn Construction	Change No.	013
Description of Change:	Vaughn Cleanup and Escorting		

Means Code	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Subcontract
	Labor (1 guys, 1 days)	8.0		\$ 22.43	\$179.44	\$ -	\$ -
					\$ -	\$ -	\$ -
	1 Dumpster Pull	1.0		\$ 550.00		\$ 550.00	
							\$ -
SUBTOTAL					\$ 179.44	\$ 550.00	\$ -

BOND \$ -

Work preformed by the Contractor's own employees	SUBTOTAL	\$ 729.44
Work up to \$10,000.00, add...	15.0%	\$ 109.42
Work between \$10,000.01 and \$20,000.00, add...	10.0%	\$ -
Work greater than \$20,000.00, add...	7.5%	\$ -

Managing subcontracted work	SUBTOTAL	\$ -
Work up to \$10,000.00, add...	10.0%	\$ -
Work between \$10,000.01 and \$20,000.00, add...	7.5%	\$ -
Work greater than \$20,000.00, add...	5.0%	\$ -

Sales Tax 8.25% \$ -

TOTAL FOR THIS CHANGE PROPOSAL \$ 838.86



6604 N. Lamar Blvd.
Austin, TX 78752

T: (512) 663-7461
F: (512) 681-9752

December 03, 2019

Tom Stanfield
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78626

Re: Jail Renovations
Job No: 271901

Subj: Change Proposal No. 271901-0014

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$3,674 (three thousand six hundred seventy-four) dollars to provide Additional work to move and replace FCU-2-J1 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Tom Morrill", written over a light blue horizontal line.

Thomas Morrill

Attachments:

CC:

FORM B**PROJECT: Jail Renovations****CHANGE PROPOSAL NO: 271901-0014****QUOTATION :**

Item	Labor	Materials	Subs	Total
Additional work to move and replace FCU-2-J1	\$0.00	\$0.00	\$3,340.00	\$3,340.00

Totals	\$0.00	\$0.00	\$3,340.00	\$3,340.00
---------------	--------	--------	------------	------------

Insurance, Tax, Benefits on Labor	\$0.00
--	--------

Overhead	\$0.00
-----------------	--------


Fee on Subs	\$334.00
--------------------	----------

Fee on JTV	\$0.00
-------------------	--------

Bond	\$0.00
-------------	--------

Remodel Tax	\$0.00
--------------------	--------

TOTAL	\$3,674.00
--------------	-------------------

TIME EXTENSION TO CONTRACT: 0 Days**Submitted Date: 12/3/2019****Accepted****VAUGHN CONSTRUCTION****By:** _____**By:** 

Thomas Morrill**Date** _____**Proposal Valid for 10 Days**

REVISED Change Order Proposal



18 Indian Meadow Round Rock, Texas 78664 (512)244-3436 office (512) 244-3498 fax
TACLB00028659E

General Contractor: Vaughn
Attn: Thomas Morill

December 3, 2019

Re: Replace Fan/Coil Unit FCU-2-J1 in Chief Deputy's Office.

We base our quotation on the following bid documents:

Plans Dated: ~~4/17/2019~~ / 10/28/2019

Mechanical sheets: M1.1

Scope of Work:

1. Furnish and install (1) Daikin chill water fan/coil unit per schedule w/ 10kw heat.
2. New valve package
3. New 2-way control valve
4. Automated Logic controls
5. Rectangular, sheetmetal ductwork w/ insulation as required.
6. Demolition as required (excludes ceiling removal and replacement)
7. **Black steel screw piping added per drawing issued 10/28/2019**
8. **Additional pipe insulation in addition to that in original proposal**
9. **Additional ductwork w/ insulation per 10/28/2019.**
10. Start-up of new equipment.
11. Owner training
12. ~~Air Balance by NEBB certified contractor.~~ In original proposal
13. Material handling and Trucking.
14. Labor and supervision.
15. 1-year labor warranty
16. Prevailing wages

Exclusions:

1. All cutting, coring, x-raying, patching or framing of walls, floors and roof for ductwork and piping penetrations.
2. Electrical conduit, disconnects, motor or mag starters, wiring or hook-up, interlocks.
3. All plumbing work (Gas or Water), water heater flues and fire sprinkler work.
4. Premium time.
5. Liquidated damages
6. 3rd party commissioning agent and/or fees
7. Fireproofing, fire life safety controls, time clocks, alarms, integration, and equipment interlocks.
8. Bonds

HVAC Change Order Price:	\$23,000.00	
<u>HVAC Additional per 10/28/2019:</u>	<u>+\$3,840.00</u>	→
Total Revised Change Order:	\$26,840.00	→
<u>Deduct Miscalculation:</u>	<u>-\$500.00</u>	→
Final Revised Change Order:	\$26,340.00	

Revised
by \$3340


Austin Adair

Office Phone: (512) 244-3436 #213 / Mobile: (512) 999-8338

Email: AADAIR@GEMINIMECH.COM

PROPOSAL IS SUBJECT TO AND CONDITIONED UPON EACH OF THE FOLLOWING:
APPROVAL OF CONTRACTOR'S CREDIT BY GEMINI MECHANICAL, INC. AND/OR RECEIPTS OF A CERTIFICATE
SHOWING A PAYMENT BOND IS IN PLACE FOR THE BENEFIT OF ALL SUBCONTRACTORS. COPY OF GEMINI
PROPOSAL WITH SCOPE AND EXCLUSION MUST BE INCLUDED IN CONTRACT.

NOTE: Quote may be withdrawn by us if not accepted within 30 days.

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX. 78711 1-800-803-9202, 512-463-6599

Commissioners Court - Regular Session**37.****Meeting Date:** 12/17/2019

Master Service Agreement for Mtech

Submitted For: Randy Barker**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a Master Service Agreement with Mtech for HVAC, Plumbing, Electrical Services and Pipe/Duct work in the not-to-exceed amount of \$350,000 per BuyBoard Contract #558-18 and authorizing the execution of all related documents.

Background

This Master Service Agreement is good for one (1) year and may be renewed annually. Each project will be initiated with a work order and Purchase Order. Department contact: Christi Stromberg. Various funding sources depending on project: 01.0100.0509.004509, 01.01000.0509.04510, 01.0100.0509.004300, 01.0100.0509.004512.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsMaster Service Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 12/12/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

12/11/2019 04:02 PM

12/12/2019 08:32 AM

Started On: 12/10/2019 08:29 AM

MASTER SERVICES AGREEMENT No. _____

This Master Services Agreement (this "**Agreement**") is made and entered into as of the date signed by the last party to sign below (December 9, 2019) and is by and between **Mechanical Technical Services, Inc. ("MTECH")**, with its principal place of business at 1720 Royston Lane Round Rock, TX 78664 and **Williamson County, a political subdivision of the State of Texas acting through its governing body ("WILCO" or the "COUNTY")** with its principal office at 3101 SE Inner Loop Georgetown, TX 78626 (hereinafter individually referred to as the "**Party**" or together referred to as the "**Parties**").

WHEREAS, MTECH is engaged in the business of maintaining, servicing, and providing plumbing, electrical, and heating, ventilation, and air conditioning building systems and wishes to provide WILCO with such services; and

WHEREAS, WILCO wishes to retain MTECH from time to time to perform discrete projects on an individual work order basis under this Agreement; and

NOW THEREFORE, in consideration of the foregoing the Parties hereby agree as follows:

1 WORK ORDER; SERVICES:

- 1.1 Each project for which WILCO desires to engage MTECH shall be set forth in detail in a separate work order ("**Work Order**"), which shall be labeled by project number, and which together shall not exceed a total amount of \$350,000 unless otherwise agreed in writing by the Parties. The Work Order shall be submitted on the form attached hereto as **Exhibit A** and shall detail the scope of work, schedules, compensation for each project, and shall refer and automatically incorporate the terms and conditions of this Agreement. In the event of any conflict or inconsistency between any term or condition in a Work Order, and any term or condition of this Agreement, the terms and conditions of this Agreement will govern and control.
- 1.2 Either MTECH or WILCO may issue a Work Order. However, MTECH shall not be obligated to perform any work until the Work Order is mutually agreed upon and executed by both Parties. To the extent the Parties draft a Work Order electronically either an electronic signature or confirming email shall operate as proper execution of such Work Order. Once executed, a Work Order shall be binding and deemed part of, and shall be subject to, this Agreement.
- 1.3 MTECH is qualified, experienced, and capable of performing the services described in the agreed upon Work Orders and this Agreement ("**Services**"), and has agreed to perform the Services in accordance with the terms and conditions of this Agreement and the Work Order(s).
- 1.4 WILCO shall be responsible for and shall pay for the costs and expenses in connection with the Services and goods provided under this Agreement and as specified in a Work Order.
- 1.5 Subject to prompt payment by WILCO, MTECH shall provide all materials, labor, and equipment necessary for the performance of the Services as specified in the Work Order.

- 1.6 In the event that WILCO requests a change in the scope of the Services to be provided by MTECH and if the change requested changes the price or schedule of the Services provided by MTECH, MTECH shall provide a revised cost or schedule estimate to WILCO, within five (5) business days of the requested change. If WILCO accepts the revised cost or schedule estimate, WILCO shall issue an executed Change Order submitted on the form attached hereto as **Exhibit B ("Change Order")**. Such Change Order shall be executed by an authorized representative of MTECH. Upon execution of the Change Order by an authorized representative of MTECH, the Change Order shall become a binding agreement between the Parties under the terms and conditions of the Work Order which it modifies and this Agreement. MTECH shall not be obligated to perform any changed work until the Change Order is mutually agreed upon and executed by both Parties.
- 1.7 If MTECH encounters conditions at any site(s) that are (.1) subsurface or otherwise concealed physical conditions that differ materially from those reasonably anticipated; or (.2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Work Order or other contract document, MTECH shall promptly provide notice to WILCO before conditions are disturbed, and MTECH shall be entitled to an equitable adjustment to the Contract Price and Contract Time (as those terms are defined herein) to the extent such conditions increase MTECH's cost of, or time required for, performance of any part of the Services.

2 COMPENSATION; CONTRACT PRICE:

- 2.1 The compensation (the "**Contract Price**") and payment schedule for performance of the Services shall be set forth in detail in each Work Order.
- 2.2 WILCO payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. Invoices shall be deemed overdue the thirty-first (31st) day after the later of the following: (.1) the date WILCO receives the good under specified in the Work Order; (.2) the date the performance of the service is completed; or (.3) the date Williamson County Facilities and Williamson County Auditor receives an invoice for the good and services, which shall be defined as the date an invoice is deemed delivered to the address provided in Section 2.3 below.
- 2.3 To ensure prompt payment, MTECH's invoices shall include: (.1) the project or Work Order number; (.2) the invoice number; (.3) a reasonably detailed description of the Services rendered including, but not limited to: quantity or quantities, applicable unit prices, total prices and total amount; (.4) WILCO Purchase Order number; and (.5) MTECH business and mailing address, telephone number, and business name. Invoices shall be submitted by regular or electronic mail directly to:

Williamson County Facilities Department
Attn: Assistant Director of Maintenance for Facilities
3101 SE Inner Loop Georgetown, TX 78626
Tel: 512-943-1599
Fax: 512-943-3888
Email: facilities@wilco.org

- 2.4 If WILCO disputes any MTECH invoice, WILCO will: (.1) pay all charges not disputed, and (.2) notify MTECH of the dispute in writing, providing the invoice number and an explanation of the issue in dispute. If the dispute is not resolved within (15) days, either Party may submit their claim to dispute resolution as provided in Section 13.9. The Parties will cooperate in good faith to resolve any such disputes after WILCO notifies MTECH of the dispute. If both Parties agree that a disputed amount is a legitimate charge, WILCO will pay such amount within thirty (30) days of such determination.
- 2.5 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 WILCO 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 licensee 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 licensee'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. MTECH expressly acknowledges that invoices and supporting documentation must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Tex. Gov't Code and the policies of the Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to MTECH under this Agreement or under applicable laws or in equity, MTECH shall have the right to terminate this Agreement for default, or suspend the Services until payment is received and recover all related costs arising from or related to the suspension, including demobilization and remobilization costs.

3 CONTRACT TIME:

- 3.1 MTECH shall complete the services in accordance with the agreed upon project schedules and milestones (the "**Project Schedule**") set forth in the applicable Work Order(s) (the "**Contract Time**"). MTECH shall be entitled to adjustments to the Contract Time and Contract Price in the event WILCO modifies, compresses, or accelerates any of the activities in the Project Schedule.
- 3.2 If MTECH is delayed at any time in the commencement or progress of the Services by WILCO, or separate contractors or design professionals employed by the WILCO, or by any other third party or event: (.1) WILCO's failure to timely perform its obligations under this Agreement or any Work Order; (.2) any government or regulatory agency's failure to timely review and approve any applicable permits, submittals, or design document; (.3) changes ordered in the Services by WILCO; or (.4) any Force Majeure Event as defined below; then the Contract Time shall be extended by a Change Order for a period of time reasonably necessary to overcome the effect of the delay, and the Contract Price shall be increased for the additional costs (if any) arising from such delay including any increased costs of materials and increased cost of labor, including overtime.

- 3.2.1 To the fullest extent permitted by applicable laws, MTECH shall not be responsible or liable, and shall be entitled to equitable adjustments to the Contract Price and Contract Time, for any delays and/or any failure in performing the Services or its obligations hereunder due to causes beyond its reasonable control, including, and without limitation: acts of God, war (including civil war), riots, embargoes, acts of civil or military authorities, acts of any government (whether sovereign or contractual), fires, floods, explosions, the elements, epidemics, quarantine restrictions, strikes, lockouts, plant shutdowns, accidents, shortages of energy, material shortages, component parts, unavailability of labor, procurement delays, or any other acts or events beyond the parties control (collectively, "**Force Majeure Event**").

4 WILCO RESPONSIBILITIES:

- 4.1 WILCO shall permit MTECH free and timely access to the project sites, and shall provide project documents or information necessary or required to allow MTECH to complete the Services without interruption or disruption.
- 4.2 WILCO shall cooperate with MTECH in securing any required building and other permits, licenses and inspections.
- 4.3 WILCO shall review and approve or take other appropriate action on permits, submittals, Change Order requests, RFI's, and any MTECH notification and deliverables that require WILCO's review and/or approval, within such time periods that will not delay MTECH's performance of the Services. However, the review period shall not exceed ten (10) business days.
- 4.4 WILCO shall also schedule and conduct all reviews, inspections, and tests required to obtain any equivalent certifications from any third-party and/or governmental entities with jurisdiction, promptly and so as not to delay the performance of the Services.
- 4.5 WILCO shall schedule and coordinate the work of its other contractors in a manner that does not interfere or impact MTECH's performance of the Services.
- 4.6 WILCO reserves the right to inspect all equipment and tools to be used to perform work under this Service. Any equipment reasonably determined to be in poor condition must be replaced immediately, at MTECH expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.
- 4.7 WILCO shall perform periodic inspections of MTECH work under this Service to ensure compliance with the Work Order specifications.
- 4.8 If WILCO is unable or does not perform its obligations in accordance with this Section 4, MTECH shall be entitled to an extension of the project schedule or Contract Time for such delays, occasioned by WILCO's actions and may also be entitled to an increase in the Contract Price to the extent such delays result in increased costs to perform the Services.

5 MTECH RESPONSIBILITIES

- 5.1 MTECH shall be responsible for furnishing all tools, equipment, staffing and supervision necessary for performance of the Services. Any equipment reasonably determined to be in poor condition by WILCO shall be replaced immediately, at MTECH expense.
- 5.2 MTECH shall employ labor that is sufficiently skilled and qualified to perform the Services. If any portions of the Services require any professional licenses, MTECH warrants that all such services will be performed by individuals with such required licenses.
- 5.3 MTECH will be responsible for the acts, omissions, and Services provided by its employees, agents, and representatives.
- 5.4 MTECH agrees to abide by all applicable laws related to the hiring, employment and supervision of its labor force at all times during the term.
- 5.5 MTECH shall cooperate with WILCO and WILCO's other contractors, design professionals, and consultants.
- 5.6 MTECH may provide operator coaching and on-site training of select WILCO personnel, if requested.
- 5.7 MTECH shall provide SDS sheets to WILCO representative, upon request, for all products used as part of this Service.
- 5.8 MTECH shall be responsible for all damages to WILCO facility or contents to the extent caused by MTECH, their staff or subcontractors during the performance of their duties.
- 5.9 MTECH agrees to abide by all applicable federal, state and local safety requirements related to the Services, including but not limited to OSHA requirements, and MTECH shall at all times maintain such training, certifications and documentation required by such laws.

6 INDEPENDENT CONTRACTOR

- 6.1 MTECH shall at all times act as an independent contractor and, as such, no law, agreement or other arrangement that has the effect of conferring benefits upon officers or employees of WILCO shall be applicable to MTECH in connection with the Services. MTECH shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this Agreement.

7 SUBCONTRACTING

- 7.1 No portion of the work covered under this Service may be subcontracted or assigned without prior approval of WILCO Representative, which shall not be unreasonably withheld, conditioned, or delayed. Request to subcontract all or any portion of services required by MTECH will be submitted to WILCO representative, at minimum of three (3) business days in advance of the proposed effective date of the subcontract.
- 7.2 MTECH shall be responsible for services provided by any subcontract as if MTECH were providing the services.

8 EMERGENCY CALL OUT SERVICE

8.1 MTECH shall provide twenty-four (24) hour emergency service, as needed, for WILCO facilities included in this agreement. Hours shall be Monday through Friday, 5:00 pm to 7:00 am and twenty-four (24) hours each day on weekends and Holidays. MTECH shall have appropriate working personnel at designed site, ready to work, within two (2) hours of the call-out. MTech shall respond to WILCO Facilities representative by telephone within ½ hour if the problem is capable of being corrected through the use of a computer/modem to alleviate the source of complaint.

7 INSURANCE

9.1 MTECH shall maintain throughout the duration of this Agreement adequate insurance to cover such damages, demands, claims, losses, or liabilities resulting from MTECH's performance of the Services which shall include:

(.1) Commercial General Liability coverage in the amount of \$1,000,000 (per occurrence) combined single limit of liability for bodily injury and property damage subject to \$2,000,000 general aggregate including the following coverage/terms: premises and operations, products/completed operations, personal injury, XCU, independent contractors protective, defense costs are outside the limits of liability, and occurrence based policy;

(.2) Commercial Automobile Liability coverage in the amount of \$1,000,000 combined single limit of liability for bodily injury, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles;

(.3) Worker's Compensation Insurance covering MTECH's employees. Worker's Compensation Coverage complying with the laws of the State of Texas and Employer's Liability Insurance with limits of: \$1,000,000 bodily injury by accident/each accident; \$1,000,000 bodily injury by disease/each employee; \$1,000,000 bodily injury by disease/policy limit; and

(.4) Umbrella Liability coverage in the amount of \$5,000,000 per occurrence and in the aggregate with follow-form coverage applicable to underlying Commercial General and Commercial Auto liability policies maintained by MTECH.

10 TERM AND TERMINATION

10.1 This Agreement commences on the Effective Date and will remain in effect for one (1) year from the Effective Date ("**Contract Duration**"), unless sooner terminated as provided in this Article 8. If WILCO chooses not to terminate this Agreement at the end of the Contract Duration, this Agreement shall be renewed annually by agreement of both Parties for a period of one year.

- 10.2 This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, WILCO will only be liable for its pro rata share of services rendered and goods actually received.

Notwithstanding the foregoing, WILCO will reimburse MTECH for all non-cancelable obligations entered into by MTECH, which WILCO has approved and for which MTECH can show written proof satisfactory to WILCO. WILCO shall also be responsible for all demobilization costs and for all other reasonable expenses actually incurred as a result of such termination by WILCO.

- 10.3 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 WILCO 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 licensee 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 licensee'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. MTECH expressly acknowledges that invoices and supporting documentation must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Tex. Gov't Code and the policies of the Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to MTECH under this Agreement or under applicable laws or in equity, MTECH shall have the right to terminate this Agreement for default, or suspend the Services until payment is received, and recover all monies earned to date and all related costs arising from or related to the suspension, including demobilization and remobilization costs and costs associated with cancellation of MTECH's vendors and sub-subcontractors.
- 10.4 In case of material breach of any obligation contained in this Agreement by either Party (hereinafter referred to as the "**Breaching Party**"), the other Party (hereinafter referred to as the "**Non-breaching Party**") shall give the Breaching Party notice thereof and allow a ten (10) day period in which the Breaching Party shall institute efforts to cure the material breach. If the Breaching Party does not initiate such efforts within the ten (10) day period, the Non-breaching Party shall have the right to terminate the Agreement as of the date it first gave notice to the Breaching Party thereof.
- 10.5 In the event of termination or expiration of the Agreement, MTECH agrees to return the remaining balance of any unused payments or other monies advanced to MTECH by WILCO, if any.
- 10.6 To the extent that all payments have been received for all Work Orders between the Parties, in the event of termination or expiration of this Agreement, MTECH shall promptly return all materials, documents, and hand over all work in progress to WILCO.

- 10.7 The Work Orders entered into between the Parties pursuant to this Agreement may be terminated individually for the specific assignment set out in such Work Order in accordance with the provisions set out in this Article 8. In the event that an individual Work Order is terminated in accordance with this Article 8, this Agreement and any remaining Work Orders or purchase orders shall continue to be in force and effective between the Parties.

11 INDEMNIFICATION

- 11.1 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' NEGLIGENCE OR WILLFUL MISCONDUCT) 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. 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.
- 11.2 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; PROVIDED, HOWEVER, FOR THE AVOIDANCE OF DOUBT, ANY CLAIMS BASED ON A BREACH OF CONTRACT SHALL BE EXCLUDED FROM INDEMNIFICATION HEREUNDER.
- 11.3 Notwithstanding anything herein to the contrary, under no circumstance shall MTECH be responsible for any indemnification obligations that result from, or relate to, acts or omissions of WILCO or its employees, agents, contractors, or any other third-party acting on WILCO's behalf.

12 WARRANTY

- 12.1 MTECH represents and warrants that it has the requisite skills, professional ability, and experience to perform the Services. MTECH shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing services similar to the Services in the same locality.

- 12.2 MTECH represents and warrants that it has the right to enter into this Agreement and perform the Services, and that there are no restrictions imposed on it which would prevent it from performing the Services and complying with all provisions of this Agreement.
- 12.3 Unless as otherwise agreed by the Parties, any goods provided under this Agreement or any associated Work Order shall be free from defects in material or workmanship, shall be of new and good quality and fit for its intended purpose, and shall be in compliance with all standards generally accepted in the local industry.
- 12.4 MTECH represents and warrants that, for the period beginning on the date MTECH commences performance of the Services pursuant to each Work Order, and terminating one (1) year from the substantial completion of the Services, the Services shall substantially comply with the requirements of the Work Order(s) and shall be free of any material defects.
- 12.5 As WILCO's and exclusive remedy MTECH shall repair and/or replace any defective or non-conforming Services, at no charge to WILCO. Provided, however, MTECH shall not be responsible for damage, defects, or deficiencies caused by: (.1) equipment abuse or misuse; (.2) work, installations, and/or modifications that are not performed by MTECH; (.3) improper operation; and (.4) normal wear, tear, and usage.
- 12.6 **MTECH HAS NOT MADE AND DOES NOT MAKE ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER RELATING TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS AS TO: (.1) THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN, OR OPERATION OF PARTS OR EQUIPMENT; (.2) THE SERVICES FITNESS FOR ANY PARTICULAR PURPOSE; (.3) THE QUALITY OF WORKMANSHIP; OR (.4) THE PERFORMANCE OR CAPACITY OF EQUIPMENT. ANY AND ALL SUCH OTHER WARRANTIES AND/OR REPRESENTATIONS ARE EXPRESSLY DISCLAIMED BY MTECH.**

13 WAIVER OF CONSEQUENTIAL DAMAGES

- 11.1 MTECH SHALL NOT BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES SUFFERED BY WILCO UNDER ANY PART OF THIS AGREEMENT, WORK ORDER OR ANY CHANGE ORDER WHETHER OR NOT THE POSSIBILITY OF SUCH LOST PROFITS OR DAMAGES HAS BEEN DISCLOSED TO MTECH OR COULD HAVE BEEN REASONABLY FORESEEN BY MTECH.

14 LIMITATION OF LIABILITY

- 12.1 Notwithstanding any other provisions contained elsewhere in this Agreement or any Work Order to the contrary, (.1) the remedies stated in this Agreement are exclusive, and (.2) in no event shall the cumulative aggregate liability of MTECH to WILCO for any damages, whether in contract, warranty, tort, negligence, strict liability, delay, error or omission, indemnity, or otherwise for the performance of the Services or breach of the Agreement, or anything done in connection therewith, exceed 10% of the Contract Price.

15 MISCELLANEOUS

- 15.1 **Notices.** All notices, demands, requests, or other communications hereunder shall be made in writing and shall be personally delivered, sent by registered or certified mail, or sent by facsimile or electronic mail, addressed as follows:

If to MTECH: Mechanical Technical Services, Inc.
Attn: Doug Savage
1720 North Royston Lane Round Rock, TX 78664
Tel: 512-908-1022
Fax:
Email: doug.savage@csusa.us

If to WILCO: Williamson County Facilities Department
Attn: Assistant Director of Maintenance for Facilities
3101 SE Inner Loop Georgetown, TX 78626
Tel: 512-943-1599
Fax: 512-943-3888
Email: **FACILITIES@WILCO.ORG**

Any such notice shall be deemed to be given and received on the day on which the correspondence was delivered or transmitted. Either Party may change its address for service from time to time by giving notice in writing thereof to the other Party in accordance with this Article.

- 15.2 **Entire Agreement; Modifications.** This Agreement, together with any exhibits, constitutes the entire agreement between the Parties. No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and executed by both Parties.
- 15.3 **Severability.** If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and in full force and effect.
- 15.4 **Assignment.** This Agreement or any obligation hereunder shall not be assigned by either Party without the prior written consent of the other Party.
- 15.5 **Third Party Beneficiaries.** This Agreement is not intended to confer upon any non-Party any rights or remedies hereunder.
- 15.6 **Binding Effect.** Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators, legal representatives, and assigns.
- 15.7 **Waiver of Breach.** Failure of MTECH to take action for nonperformance or for any breach of this Agreement shall not be construed as a waiver or relinquishment of any

such term or condition, or of the right to enforce such term or condition in the event of any future or recurring breach.

- 15.8 **Conflict.** To the extent any provision of this Agreement conflicts with any provision of any Work Order(s), the provisions of this Agreement shall govern unless the Work Order explicitly states otherwise.
- 15.9 **Dispute Resolution; Jurisdiction.** To the extent a dispute between the Parties arises from or relates to, (.1) this Agreement, (.2) Work Order(s), or (.3) Change Order(s), the Parties shall first meet informally to resolve such dispute. In the event that no resolution is achieved, the Parties, prior to the initiation for any action or proceeding under this section, shall make a good faith effort to resolve the dispute by negotiation between representatives with decision-making power. In the event that the informal meeting does not resolve the dispute, the Parties shall submit the dispute to mandatory mediation before legal action being taken under this Agreement.
- 15.9.1.1 In addition to any other rights or remedies at law and/or equity, the prevailing party in any proceeding shall be entitled to full reimbursement for its attorneys' fees, investigation expenses, expert witness fees and costs, and other costs and expenses incurred.
- 15.10 **Governing Law.** This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to the choice-of-law rules thereof.
- 15.11 **Legal Hold.** In the event of litigation or reasonably-anticipated litigation, a Party may notify the other Party of the requirement to place a legal hold on specific records ("**Legal Hold Notice**"). Upon receipt of such a Legal Hold Notice, the records specified in the Legal Hold Notice must no longer be subject to normal document retention procedures and cannot be destroyed, altered, deleted, removed, or disposed of unless directed by such receiving Party.
- 15.12 **No Waiver of Sovereign Immunity or Powers.** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of WILCO, the Williamson County Commissioners Court, or the Williamson County Judge.
- 15.13 **Right to Audit.** MTECH agrees that WILCO or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of MTECH which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MTECH agrees that WILCO shall have access during normal working hours to all necessary MTECH facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. WILCO will give MTECH reasonable advance notice of intended audits.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on December 9, 2019.

Williamson County

By: _____

Name: _____

Title: _____

**Mechanical Technical Services,
Inc.**

By: _____

Name: Dave Savage

Title: President

**EXHIBIT A
(Form of Work Order)**

WORK ORDER

MSA No.: _____

Project No.: _____

<u>Customer</u> «insert WILCO name» Attn: «CONTACT» «insert WILCO address» Tel: «PHONE» Fax: «FAX» Email: «EMAIL»	<u>Mechanical Technical Services, Inc.</u> Attention: _____ Round Rock, TX 78664 (512) 929-7090 www.mtechtexas.com <<E-MAIL>>
<u>Project:</u> 	
<u>Contract Price:</u> 	
<u>Contract Time:</u> 	

This Work Order (the "Work Order") is made effective by and between WILCO and MTECH and is issued under and governed by that certain Master Services Agreement (the "Agreement") dated _____ between the Parties. Unless otherwise defined in this Work Order, capitalized terms shall have the meanings ascribed to them in the Agreement. The terms and conditions of the Agreement are fully incorporated into this Work Order, and all such terms and conditions are binding on the Parties.

- 1. The Services.** MTECH shall furnish all labor, materials, services, and equipment necessary and incidental to complete the work generally described as *[insert description of the Services]*, which is hereby incorporated into this Work Order (the "Services"). The Services shall be performed in accordance with the Agreement and the Contract Documents.
- 2. Contract Price.** WILCO shall pay MTECH \$_____ for the Services. *[insert applicable payment terms, unit rates, etc.]*
- 3. Contract Time.** MTECH shall perform the services in accordance with the following schedules and milestones: *[insert or attach applicable schedules]*
- 4. Contract Documents.** The Contract Documents include the following: *[list applicable Contract Documents]*
- 5. Additional Terms and Conditions:** *[insert any applicable project schedule terms and conditions]*

EXHIBIT B

Customer «insert WILCO name» Attn: «CONTACT» «insert WILCO address» Tel: «PHONE» Fax: «FAX» Email: «EMAIL»	Mechanical Technical Services, Inc. Attention: _____ Round Rock, TX 78664 (512) 929-7090 www.mtechtexas.com <<E-MAIL>>
Project:	
Contract Price:	
Contract Time:	

Change Order No.: []

This Change Order (the "Change Order") is made effective by and between WILCO and MTECH and is issued under and governed by that certain Master Services Agreement (the "Agreement") dated _____ between the Parties. Unless otherwise defined in this Change Order, capitalized terms shall have the meanings ascribed to them in the Agreement. The terms and conditions of the Agreement are fully incorporated into this Work Order, and all such terms and conditions are binding on the Parties.

WILCO agrees to pay for all changes in the Services performed by the MTECH under this Change Order according to the terms of the Agreement. The amount paid by the WILCO shall be full compensation for all work requested and for all effects of this change in the Work. The change, if any, in the Contract Price Amount shall be computed according to one of the following methods:

1. [] Lump Sum of \$[]
2. [] Costs Plus a Fee
3. [] Unit Price
4. [] Other
5. [] No Change

If Item 2, 3 or 4 is checked, the MTECH shall submit promptly to WILCO such itemized labor and material breakdowns as WILCO may reasonably require for Services performed or deleted from the Work Order issued pursuant to the Agreement as required by this Change Order. MTECH shall include the amount of such change in its next invoice for payment.

The Contract Time, if affected by this Change Order, is modified as follows:

Add [] Business Days OR deduct [] Business Days.

Original Work Order Amount or Contract Price: []

Change in Work Order Amount or Contract Price from previously approved Change Orders: []

Change in Work Order Amount or Contract Price from this Subcontract Change Order: []

Revised Work Order Amount or Contract Price: []

Williamson County

By: _____

Name: _____

Title: _____

Date: _____

**Mechanical Technical Services,
Inc.**

By: _____

Name: _____

Title: _____

Date: _____

Labor Rates

<u>Labor - (Includes burden)</u>			
	<u>Hours</u>	<u>Standard</u>	<u>Premium</u>
Service Technician HVAC		\$99.00	\$148.50
Service Technician Plumbing		\$99.00	\$148.50
Service Technician Electrical		\$99.00	\$148.50
Service Technician Plumbing Helper		\$79.00	\$118.50
Apprentice - Pipe/Duct		\$32.00	\$48.00
Apprentice - Plumber		\$40.01	\$60.01
Installer - Pipefitter		\$43.20	\$64.80
Installer - Plumber		\$56.00	\$84.01
Installer - Duct		\$43.20	\$64.80
Crew Foreman - Pipe/Duct		\$51.71	\$77.57
Crew Foreman - Plumber		\$63.99	\$95.98
Start-up Technician		\$56.01	\$84.01
Supervisor		\$80.01	\$120.01

Commissioners Court - Regular Session**38.****Meeting Date:** 12/17/2019

Agreement for Roof Consulting Services

Submitted For: Randy Barker**Submitted By:** Andrew Portillo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Jim Witten Roof Consultants to provide roof repairs to three (3) county facilities in the amount of \$26,000.00 (basic fee) plus any potential additional service charges per Section III of the agreement, and authorizing execution of the agreement.

Background

This agreement includes bidding and construction phase services for Structural Improvements to the roofs of three County facilities located at 102 West 3rd Street, Georgetown, Texas; 300 North Main Street, Georgetown, Texas; and 115 West 6th Street, Taylor, Texas. The department obtained three (3) quotes. Department point of contact is Dwayne Gossett. Funding Source: 01.0100.0509.005300, FY20.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Proposal
agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 12/12/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

12/12/2019 11:14 AM

12/12/2019 11:18 AM

Started On: 12/11/2019 09:27 AM

December 5, 2019

Mr. Dwayne Gossett
Project Manager
Williamson County (WILCO)
3101 S E Inner Loop
Georgetown, TX 78

via Email : dgossett@wilco.com

Subject: Proposal for Roof Consulting Services

Georgetown Health Department
102 W. 3rd St.
Georgetown TX, 78626

Georgetown Health Department Education Building
300 N. Main St.
Georgetown TX, 78626

Taylor Health Department
115 W. 6th St.
Taylor TX, 76574

In accordance with your request and based on information and background provided, Jim Whitten Roof Consultants, LLC (JWRC) is pleased to present our proposal for providing roof consulting services at the subject WILCO Facilities. The following sections present project information, our proposed scope of services, schedule and fee information, and instructions for authorization.

BACKGROUND INFORMATION

We understand the purpose of this request for proposal is for JWRC to provide roof consulting services for a roof improvements project for the three (3) Subject Facilities.

SCOPE OF SERVICES

We propose the following scope of services:

Bidding and Construction Documents

- Based on our roof reconnaissance with you, to all three (3) facilities:
- We will determine local code and permit requirements regarding wind uplift resistance, energy conservation, membrane reflectivity, and roof drainage requirements.
- We will verify with the local electric power provider the availability of rebates for roof insulation or reflectivity improvements.

- We will evaluate existing stormwater drainage components to determine current plumbing code compliance for primary roof drainage and secondary emergency overflow.
- We will verify, with WILCO assistance, existing rooftop vents and equipment that are to remain as is, those that will require replacement, if any, and abandoned roof top penetrations or equipment scheduled for disposal and requiring deck repair. We will also request that WILCO provide preferred locations for roof top walk tread for roof maintenance traffic.
- We will prepare a Design Development Scope of Work report with our recommendations for roof improvements scope of work for WILCO review and approval.
- Following WILCO approval of a roof improvements scope of work, we will prepare Construction Documents consisting of a Project Manual and Drawings for the approved scope of work.
- The Project Manual will contain technical specifications, contracting forms, general conditions of the construction contract, and supplemental conditions, such as owner specific insurance requirements. Technical Specifications will be in Construction Specifications Institute (CSI) Three-Part Format. We plan on using the RCI Manual of Practice contracting forms and general conditions, unless directed otherwise by WILCO.
- The Drawings will consist of scaled roof plans and detailed installation drawings.
- Construction Documents will be prepared under the direction of State of Texas Registered Architect, Don Hurst, of Tejas Design, LLC.
- We will provide a 75% complete bidding and construction documents review set for WILCO review and comment.
- Following WILCO review, we will incorporate review comments and issue the sealed bidding and construction documents to invited bidders.

Bidding Phase Services

- We will coordinate and attend a pre-bid meeting for bidders to discuss the project, Owner's requirements, provide interpretations, and answer questions.
- JWRC will assist WILCO with answering requests for information and bidder substitution requests during the bid process, and if warranted, will issue addenda to clarify the Bidding and Construction Documents.
- JWRC will assist WILCO with bid tabulation and evaluation, and based upon review of bidder qualifications and bid amount, provide a recommendation for WILCO award. If necessary, JWRC will assist WILCO with negotiating a final contract amount.
- With WILCO approval, we will prepare and issue a Notice of Award to the successful bidder and issue the Agreement Between Owner and Contractor.
- Based on WILCO approved scheduling, we will prepare and issue the Notice To Proceed.

Construction Phase Services

- Once a contract for construction has been let, we will review pre-job submittals and shop drawings for conformance with the Contract Documents. We will issue a submittal review letter report documenting noted non-compliance with the Contract Documents.
- Pre-Roofing Meeting: we will attend a pre-roofing meeting with WILCO and WILCO representatives, the contractor and its subcontractors, and the roofing materials manufacturer. Following the pre-roofing meeting, we will prepare the pre-roofing meeting minutes and distribute to all attendees.
- Progress Meetings: we will attend periodic progress meetings during the work (contractor will be responsible for setting meeting dates and issuing meeting minutes).

- Construction Phase Site Visits: We will perform periodic unannounced site visits during the roof construction to observe and document compliance with the Contract Documents and reviewed submittals. After each site visit, we will prepare a site visit report with representative photos of our observations. We will coordinate with WILCO and the roofer for scheduling our site visits.
- Perform one site visit to determine substantial completion and develop substantial completion “punch-list”.
- Perform one site visit to document completion of the substantial completion punch-list and document final completion.
- We will recommend that WILCO back-charge the Contractor for time and expenses incurred by JWRC in the event more than one substantial completion or more than one final completion site visit are required due to Contractor delay or negligence in completing the Work within the Contract Time.
- Review close-out submittals and record documents, issue transmittal letter with close-out documents.

SCHEDULE AND FEES

JWRC is prepared to commence with the above-proposed scope of services within five business days of receiving written authorization to proceed.

We estimate two weeks to issue a 75% Complete Review Set of the Bidding and Construction Documents for WILCO review. The final 100% Bidding and Construction Documents will be completed within two weeks of receiving WILCO 75% review comments.

Construction phase site visit reports will typically be issued within 24 hours of leaving the job site.

Based on our understanding of the project information provided as described above, and our experience with similar projects, we propose the following lump sum fees for the above scope of services:

- Bidding & Construction Documents: \$ 12,000
- Bidding: \$ 2,000
- Construction Administration: \$ 12,000
- Total Fee: \$ 26,000

Consultants Preliminary Opinion of Cost of Roof Construction:

Georgetown Health Department\$ 120,000
102 W. 3rd St.
Georgetown TX, 78626

Georgetown Health Department.....\$ 20,000
Education Building
300 N. Main St.
Georgetown TX, 78626

Taylor Health Department.....\$ 120,000
115 W. 6th St.
Taylor TX, 765

ADDITIONAL SERVICES

If additional services not included in the above proposed scope of services are requested by WILCO, we will prepare a written fee proposal and submit to you for review and approval prior to commencing with the additional services, to be performed in accordance with the following Schedule of Fees:

Fee Schedule

Senior Consultant, per hour -----	\$ 175.00
Waterproofing Consultant, per hour -----	\$ 175.00
Outside Consulting Architect/Engineering -----	\$ 230.00
Field Consultant -----	\$ 100.00
Technician, per hour -----	\$ 85.00
CADD drafting, per hour -----	\$ 50.00
Secretarial Services, per hour -----	\$ 50.00
Travel Mileage, per mile -----	\$.70
Reimbursable Expenses, actual cost times -----	1.25

If further consulting services are required, fees for those services will be agreed upon and charged in accordance with the Fee Schedule above.

AUTHORIZATION

To authorize us to proceed with the above-proposed scope of services, please execute your signature in the space provided below, initial the Attachment A JWRC Terms and Conditions, and return to us at your earliest convenience.

We appreciate the opportunity to submit this proposal to provide experienced, professional, independent roofing consulting services for WILCO, and we look forward to being of continued service.

Please feel free to call us with any questions or concerns you may have regarding this proposal.

Sincerely,

JIM WHITTEN ROOF CONSULTANTS, LLC

Jim Whitten

Jim Whitten
Senior Consultant

Attachment A: Jim Whitten Roof Consultants, LLC (JWRC) Terms and Conditions

ACCEPTED AND APPROVED

Signature

Date

Printed Name/Title

ATTACHMENT A TERMS AND CONDITIONS

I. DEFINITION OF TERMS

- A. The Project – The completed installation defined by the Contract Documents including the design, all as described in the Consultant's Proposal.
- B. This Part of The Project – That portion of The Project for which the Consultant is to provide its professional roofing and/or waterproofing consulting services.
- C. Client – The entity named in the Consultant's Proposal.
- D. Consultant – Jim Whitten Roof Consultants, LLC
- E. Work – All work performed in connection with The Project other than services performed by the Consultant. Work is the portion of The Project that is the responsibility of the Contractor and its subcontractors.
- F. Services – Those professional roofing/waterproofing consulting services provided by the Consultant to the Client in connection with The Project. Such Services consist of both Basic Services and Additional Services as described in the Consultant's proposal. It is clearly understood the Consultant is providing professional services only and is not providing nor participating in the provision of any product(s).
- G. Agreement – The Consultant's Proposal, these Terms and Conditions, the Hourly Rate Schedule, and any other attachments will be referred collectively as the "Agreement" between the Client and the Consultant.
- H. Contract Documents – The drawings, specifications, addenda, and change orders that define The Project.
- I. Special Consultants – Consultants or firms in specialized fields outside of Consultant's area of expertise who are retained through the Consultant to provide various services. The use of Special Consultants is subject to the acceptance by the Consultant to provide the services of such Special Consultants, and to the Client's written approval.
- J. Hazardous Materials – Any substances, including but not limited to asbestos; toxic materials; toxic or hazardous waste; PCBs; pollutants including any solid, liquid, gaseous, thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, and waste; mold, mildew, or other microbial growth; combustible gases and materials; petroleum or radioactive materials (as each of these is defined in applicable federal statutes); or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

II. CONSULTANT'S RESPONSIBILITIES

- A. Standard of Care – Consultant will render Services under this Agreement in accordance with generally accepted professional practices using reasonable care and skill consistent with that ordinarily exercised by members of their profession under similar conditions of time and locale. Except as expressly provided for in this Paragraph II.A., Consultant makes no expressed or implied warranties as to its Services rendered under this Agreement, and any other expressed or implied warranties are expressly disclaimed and waived.
- B. Accounting Records – Consultant will maintain adequate accounting records pertaining to The Project and shall make them available to Client upon Client's request and at mutually convenient times.
- C. Excluded Services – Consultant will not obligate itself to provide any Services which, in the Consultant's professional opinion, are outside its area of expertise or are in violation of applicable codes or regulations.
- D. Insurance – For the period of design and construction of the Project until substantial completion, during which time the Consultant is providing Services to the Client, Consultant will secure and maintain in force policies of insurance in connection with Consultant's Services of The Project with limits of not less than those listed below:
1. Professional Liability (Negligent Errors and Omissions) – Limits of \$1,000,000 per claim and \$2,000,000 aggregate. The Consultant agrees to maintain this professional liability coverage for the period of design and construction of the Project, and for a period of one (1) year following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement "reasonably available" and "commercially affordable" shall mean that more than half the Consultants practicing the same professional discipline in the state where the project is located are able to obtain such coverage.
 2. Commercial Umbrella Liability - \$2,000,000 combined, single limit.
 3. Non-Owned Automobile Liability - \$1,000,000 combined, single limit.
 4. Worker's Compensation – as required by statutory amount.
- The indicated coverages shall be subject to all of the terms, exclusions and conditions of the policies. If requested, Consultant will furnish Client a certificate evidencing that the required insurance is in effect. Insurance carried by Special Consultants will be subject to the approval of both Consultant and Client.
- E. Job Site Visits – Consultant will visit the project site as described in the Consultant's proposal as Consultant determines is appropriate to the stage of construction for This Part of The Project to become generally familiar with the progress and quality of Work completed for This Part of The Project and to determine, in general, if the Work is consistent with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site visits to check the quality or quantity of the Work for This Part of The Project. Consultant will provide written reports of observed defects and deficiencies, if any, to the Client following each Job Site Visit.

The Consultant shall not be responsible for any acts or omission of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

The Consultant shall have the authority to recommend to the Client rejection of any Work that is not, in the judgment of the Consultant, in conformance with the Contact Documents. Neither this authority nor the Consultant's good-faith judgment to recommend rejection or not recommend rejection any Work shall subject the Consultant to any liability or cause of action to the Contractor, subcontractors or other suppliers or persons performing work on The Project.

F. Coordination with Special Consultants – Consultant will coordinate the Services provided by Special Consultants with the Consultant and with other Special Consultants.

III. **CLIENT'S RESPONSIBILITIES**

A. Access to Site – Client will furnish or obtain full and free access to all property as necessary for the performance of Consultant's Services under this Agreement.

B. Permits and Approvals – Client will furnish permits and approvals from all governmental authorities having jurisdiction over This Part of The Project and from others as may be necessary for completion of The Project.

C. Design Criteria – Client will timely furnish detailed information, design criteria, drawings, specifications, construction standards, and full information as to Client's requirements for The Project. Failure to provide the information or documentation when requested may result in the delay of the Project.

D. Reviews and Authorizations – Client shall receive and examine documents submitted by Consultant, interpret and define Client's policies and promptly render decisions and authorizations in writing to prevent unreasonable delay in the progress of Consultant's Services.

E. Client's Consultants – It is understood and agreed that the Client shall contract directly with other consultants to provide other services for The Project. The Client agrees that Consultant shall have no responsibility for any portion of The Project designed by other consultants engaged by the Client. The Consultant shall not be required to check or verify or consultants' contract documents or reports and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents or reports with applicable laws, codes, statutes, ordinances and regulations.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the Client.

F. Insurance – Client represents and warrants that all other design professionals will be required to have or obtain professional liability and general liability insurance in amounts that at least equal the minimum amounts required of the Consultant (see section II.D.).

IV. **PAYMENTS TO CONSULTANT**

A. Time of Payment – Payments to the Consultant shall be made within 30 days following receipt of Consultant's invoice. The invoice will be based upon the proportion of the Consultant's Services completed during the invoice period, or upon time and expenses incurred when fees are on a time and expenses basis. Client shall promptly forward Consultant's invoices to Third Party Responsible for Payment in the event Client will be making payment to Consultant after receiving payment from Third Party Responsible for Payment. Client shall then exert all reasonable and diligent effort to collect prompt payment from Third Party Responsible for Payment.

B. Late Payment – Client agrees to pay Consultant interest on all amounts past due at a rate of 1.5% per month, subject to maximum legal limits. Any amount paid in excess of maximum legal limits shall be automatically applied to reduce the principal owed by Client. In addition to amount due and interest, Client agrees to pay Consultant all reasonable collection and attorney's fees, court costs and other expenses including reasonable value of the Consultant's time and expenses spent in connection with such collection action, computed according to the Consultant's prevailing fee schedule and expense policies.

C. Reimbursable Expenses – Consultant will be reimbursed for expenses incurred by Consultant in addition to compensation for Services and will provide documentation of expenses at Client's request. Reimbursable Expenses are defined in the Consultant's proposal.

V. **DOCUMENTS**

A. Ownership – All documents, including Drawings, Specifications, computer files, electronic media, field data, calculations, notes, and other documents and instruments prepared or furnished by Consultant to Client pursuant to this Agreement are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including copyright thereto.

Whether or not the Project is completed, but subject to the provisions of this Article all such documents are instruments of professional service only and Consultant is not providing any product. Upon completion of the Services and payment in full of all monies due to Consultant, Client may retain, copies of all such documents as its property. Such documents are not intended or represented to be suitable for reuse on extensions of the Project or on any other project. Any reuse of such documents without written verification or adaptation by Consultant for the specific purpose intended (for which Client shall pay Consultant compensation at rates mutually agreed upon) will be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's independent professional associates or consultants, and Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and Special Consultants against all claims, damages, losses, and expenses (including reasonable attorneys' fees, defense costs, and court costs) arising from or allegedly arising from or in any way connect with the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

B. Unauthorized Changes – The Consultant shall have no liability to the Client or others for changes made to the Consultant's documents or to the Project by the Client without the Consultant's prior written approval.

VI. **LIABILITY LIMITATION**

Consultant shall have no liability to Client or to others for acts or omissions of the Contractor or any other persons performing Work on The Project; or for construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions, in connection with the Work; or for Contractor's failure to carry out the Work in accordance with Drawings and Specifications prepared by Consultant; or for acceptance by the Client, its agents, subcontractors, or employees, of materials,

equipment and/or workmanship over the objection of Consultant, its agents or employees if such materials, equipment or workmanship in question have been rejected in writing by Consultant, prior to the inclusion of same in The Project and Client shall fully notify Consultant in writing before Client, its agents, subcontractors, or employees accept anything without prior written approval of Consultant so that Consultant may timely object to such acceptance; or for any other reason beyond warranty of the use of reasonable professional skills in execution of the assignments covered by this Agreement. Furthermore, Consultant shall not be responsible for the defects or omissions in the Project or Work resulting from any deviation from Consultant's Services; or of the Contractors or subcontractors, or any of the contractors' or subcontractors' employee's, or that of any other persons or entities responsible for performing any of the Work result as contained in the construction contract for This Part of The Project.

To the maximum extent permitted by law, the Client agrees to limit the Consultant's entire liability for Client's damages, failure to perform Consultant's Services according to the terms and conditions of this Agreement, or otherwise in connection with the Project to the fee paid to the Consultant, or \$50,000, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Consultant will not be responsible for accuracy, completeness, errors, or omissions contained in the services provided by Special Consultants. Such Special Consultants are provided for the Client's benefit only, and are only retained through the Consultant for the Client's convenience. Consultant may rely on the services provided by Special Consultants to be accurate, complete, and free of errors and omissions.

This Agreement is made for the benefit of Client and Consultant only. Accordingly, no third party shall have any claim against either Client or Consultant by virtue of this Agreement of the Services rendered hereunder.

VII. HAZARDOUS MATERIALS

It is understood and agreed that in seeking the professional services of the Consultant under this Agreement, the Client is requesting the Consultant to perform Roofing and/or Waterproofing Consulting Services for the Client's benefit. Both parties agree that the Consultant has not been retained or compensated to provide any services (including but not limited to design or construction review services in the abatement, replacement, detection, identification, or removal of hazardous materials) related to the presence of any hazardous materials.

The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold the Consultant, its officers, partners, employees, and Special Consultants harmless from and against all claims, suit actions, demands, liabilities, losses, damages and expenses, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement or disposal of any hazardous materials in the Project, in materials used in the construction or modification of the Project, and arising from the presence of pollutants that exist on, about, or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

VIII. TERMINATION

This Agreement may be terminated by either party for any reason by sending written notice to the other party. Such termination shall be effective seven (7) days after notice is received. Within seven (7) days of termination of the Agreement, Consultant will send a statement of account and final invoice to Client for Consultant's Services rendered. Client shall pay Consultant the amount set forth in the final invoice which will be equal to the sum of (i) Basic Compensation for Basic Services performed for any Phase or Phases and not yet paid; plus (ii) Additional Compensation not yet paid for Additional Services rendered; plus (iii) reimbursement for Reimbursable Expenses incurred by Consultant and not yet paid; plus (iv) Special Consultant Fees and Reimbursable Expenses not yet paid.

IX. MISCELLANEOUS PROVISIONS

A. Assignment of Rights – Neither Client nor Consultant shall assign, sublet, or transfer all or any portion of its interest in this Agreement without the prior written consent of the other. Subject to the preceding sentence, this Agreement shall inure to the benefit of and shall be binding upon the successors, assigns and legal representative of each party. Subcontracting to Special Consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

B. Entire Agreement – This Agreement represents the entire and integrated Agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

C. Betterment – If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's contract documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original contract documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

D. Dispute Resolution – In the event of a dispute arising out of or relating to this Agreement or the Services rendered hereunder, the Client and Consultant agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each part. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal non-binding mediation conducted in accordance with rules and procedure to be agreed upon by the parties.

If the steps indicated above cannot resolve any disputes, and arbitration or litigation is necessary, such action will be held in Austin, Travis County, Texas, without regard to its conflict of law provisions. The prevailing party to any dispute, including payment disputes, arising from this Agreement will be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, litigation or arbitration expenses, collection expenses, witness fees, court costs, attorneys' fees, and all other related expenses in such litigation.

In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Texas corporation, and not against any on the Consultant's individual employees, officers, or directors.

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the Consultant's services are completed or terminated.

E. Interpretation – Limitations on liability, waivers and indemnities this Agreement are business understandings between the parties and shall apply to all legal theories or recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Consultant's sole or gross negligence or the Consultant's willful misconduct. The parties also agree that the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join the Consultant as a third-party defendant. "Parties" means the Client and the Consultant, and their officers, directors, partners, employees, subcontractors, and Special Consultants.

F. Force Majeure – Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, fires, riots, war, natural disasters, strikes, lockouts, accidents or any other events beyond the reasonable control of the other party, its employees or agents.

G. Severability – In the event any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be struck and the remaining provisions shall be valid and binding upon the parties.

H. Survival – Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties, including all limitations of liability, indemnifications, warranties, and representations, shall survive such completion or termination and remain in full force and effect until fulfilled.

I. Safety – Consultant has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retention of excavations and any erection methods or temporary bracing. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and any Special Consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

J. Cost Estimates – Any opinion of the construction cost prepared by Consultant represents its best judgment as a design professional familiar with roofing, exterior wall and/or waterproofing work and is supplied for the general guidance of Client. Since Consultant has no control over cost of labor and materials, over competitive bidding, or other market conditions, Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

K. Value Engineering – If the Client retains the services of a Value Engineer (VE) to review the Contract Documents prepared by the Consultant, it shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Consultant's Services. The Client shall promptly notify the Consultant of the identity of the VE and shall define the VE's scope of services and responsibilities for the Consultant. All recommendations of the VE shall be given to the Consultant for review, and adequate time shall be provided for the Consultant to respond to the recommendations.

If the Consultant objects to any recommendations made by the VE, it shall so state in writing to the Client, along with the reasons for objecting. If the Client requires the incorporation of changes in the Contract Documents to which the Consultant has objected, the Client agrees, to the fullest extent permitted by law, to waive all claims against the Consultant and to indemnify and hold harmless the Consultant from any and all damages, liabilities or costs, including reasonable attorney's fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Client.

In addition, the Consultant shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding, contract or other documents. The Consultant shall be compensated as Additional Service for all time spent to prepare for, review and respond to the recommendations of the VE. The Consultant's time for performance of its services shall be equitably adjusted.

L. Instructions to Contractor – Consultant's instructions to the Contractors shall be issued in writing through the Client unless otherwise mutually agreed.

M. Titles – The paragraph titles used in this Agreement are for general reference only and are not part of the Agreement.

N. Third-Party Beneficiaries – Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

O. Renegotiation – Lump sum and not-to-exceed Agreements will be subject to renegotiation at the Consultant's discretion if the duration of The Project is more than twenty-four (24) months.

P. Contingency -The Client and the Consultant agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the Contract Documents prepared by the Consultant and therefore, that the final construction cost of the Project may exceed the estimated construction cost. The Client agrees to set aside a reserve to be mutually agreed upon by Client and Consultant as a contingency to be used, as required, to pay for any such increased costs and

changes. The Client further agrees to make no claim by way of direct or third-party action against the Consultant or its Special Consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

Q. Verification of Existing Conditions – Inasmuch as the remodeling and/or rehabilitation of the site requires that certain assumptions be made by the Consultant regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the facilities, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and Special Consultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Consultant. In addition, the Client agrees to bear all costs, losses and expenses, including the cost of the Consultant's Additional Services, arising from the discovery of concealed or unknown conditions in the existing site, or from any deficiencies or inaccuracies in any information or documentation furnished to the Consultant by the Client.

R. Defects in Service – The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

END OF ATTACHMENT A

AGREEMENT FOR ROOF CONSULTING SERVICES

THIS AGREEMENT FOR ROOF CONSULTING SERVICES ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **Jim Whitten Roof Consultants, LLC**, hereinafter "Consultant".

RECITALS

The County intends to construct improvements to the roofs of three County owned facilities being located at 102 W. 3rd Street, Georgetown, Texas; 300 N. Main Street, Georgetown, Texas; and 115 W. 6th Street, Taylor, Texas, hereinafter collective called the "Project"; and

The County desires that the Consultant perform certain professional engineering/consulting services in connection with the Project; and

The Consultant represents that it is qualified and desires to perform such services;

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

SECTION I

SCOPE OF AGREEMENT

The Consultant agrees to perform professional engineering/consulting services in connection with the Project as stated herein, and for having rendered such services, the County agrees to pay to the Consultant compensation as stated in the sections to follow.

SECTION II

CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, Consultant shall perform professional engineering/consulting services for the Project, which are acceptable to the County, based on standard professional engineering/consulting practices and the scope of work described on the Exhibit(s) attached to this Agreement. Consultant shall also serve as County's professional consultant in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of Consultant's services.

B. Consultant shall not commence work until Consultant has been thoroughly briefed on the scope of the Project and has been notified to proceed.

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

SECTION IV

TIME FOR PERFORMANCE

Consultant agrees to commence with the Scope of Services within one week of receiving written authorization to proceed. Consultant will complete the 75% Review Set of the Bidding and Construction Documents for County's review within three (3) weeks from commencement. Consultant will complete the final Bidding and Construction Documents one week following receipt of County's review comments. Following the Bidding Phase and upon award of a construction contract for the Project, the Consultant shall proceed with the performance of the services called for in **Exhibit "A"**, Construction Administration Phase of this Agreement and complete such services upon notification of final payment on the prime contract to be completed. The above time limits may, for good cause, be extended, in writing, by the County as the Project proceeds.

SECTION V

REVISIONS TO CONSULTANT'S WORK PRODUCT

Consultant shall make, without expense to County, such revisions to the Consultant's Work Product as may be required to correct negligent errors or omissions so the Consultant's Work Product meets the needs of County, but after the approval of the Consultant's Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to Consultant shall entitle Consultant to additional compensation for such extra services and expenses; provided, however, Consultant hereby agrees to perform any necessary corrections to the Consultant's Work Products which are found to be in negligent error or omission as a result of the Consultant's development of the Consultant's Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by Consultant to revise any Work Product in order to make the Project constructible, Consultant shall do so without additional compensation. In the event of any dispute over the classification of Consultant's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of the County shall be final and binding on Consultant, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

SECTION VI

THE CONSULTANT'S COMPENSATION

For and in consideration of the Scope of Services rendered by the Consultant, the County shall pay to the Consultant a firm fixed fee of **\$26,000.00**, hereinafter called the "Basic Fee", plus any amount payable under Section III (Additional Services and Charges).

SECTION VII

PAYMENT AND RIGHT TO AUDIT

Consultant of written Notice of Reinstatement from County. In the event such suspension of the Project or the Consultant's services hereunder extends for a period of ninety (90) consecutive calendar days or more, Consultant may terminate this Agreement in writing.

B. Termination. County may terminate this Agreement at any time, for cause or for convenience, by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within ten (10) days after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

SECTION IX

NOTICE

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

To the Consultant: Jim Whitten Roof Consultants, LLC,
 Attn: Jim Whitten
 P.O. Box 200925
 Austin, Texas 78720

To the County: Williamson County Judge
 Bill Gravell, Jr. (or successor)
 710 Main Street, Suite 101
 Georgetown, Texas 78626

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

SECTION X

SUCCESSORS AND ASSIGNS

The County and the Consultant bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Neither the County, nor the Consultant shall assign or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating

SECTION XV

INDEMNIFICATION

CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY CONSULTANT, CONSULTANT'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH CONSULTANT INCLUDING, WITHOUT LIMITATION, CONSULTANT'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL.

CONSULTANT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM CONSULTANT'S FAILURE TO PAY CONSULTANT'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY CONSULTANT.

CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONSULTANT IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT CONSULTANT'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM CONSULTANT IS NOT LEGALLY LIABLE, CONSULTANT'S OBLIGATIONS SHALL BE IN PROPORTION TO CONSULTANT'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN CONSULTANT IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. CONSULTANT SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT CONSULTANT, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

SECTION XVI

MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications

SECTION XXI

EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

SECTION XXII

NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

SECTION XXIII

CONSTRUCTION

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

SECTION XXIV

RELATIONSHIP OF THE PARTIES

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. 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.

SECTION XXV

NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or

COUNTY:

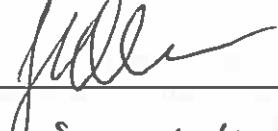
WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
Williamson County Judge

Date Signed: _____, 20____

CONSULTANT:

JIM WHITTEN ROOF CONSULTANTS, LLC

By: _____


Printed Name: Jim Whitten

Title: Vice-President

Date Signed: 12/09, 2019

2. Bidding Phase Services

- Consultant will coordinate and attend a pre-bid meeting for bidders to discuss the project, County's requirements, provide interpretations, and answer questions.
- Consultant will assist County with answering requests for information and bidder substitution requests during the bid process, and if warranted, will issue addenda to clarify the Bidding and Construction Documents.
- Consultant will assist County with bid tabulation and evaluation and based upon review of bidder qualifications and bid amount, provide a recommendation for County award. If necessary, Consultant will assist County with negotiating a final contract amount.
- With County approval, Consultant will prepare and issue a Notice of Award to the successful bidder and issue the Agreement Between Owner and Contractor.
- Based on County approved scheduling, Consultant will prepare and issue the Notice to Proceed.

3. Construction Phase Services

- Once a contract for construction has been let, Consultant will review pre-job submittals and shop drawings for conformance with the Contract Documents. Consultant will issue a submittal review letter report documenting noted non-compliance with the Contract Documents.
- Pre-Roofing Meeting: Consultant will attend a pre-roofing meeting with County and County representatives, the contractor and its subcontractors, and the roofing materials manufacturer. Following the pre-roofing meeting, Consultant will prepare the pre-roofing meeting minutes and distribute to all attendees.
- Progress Meetings: Consultant will attend periodic progress meetings during the work (contractor will be responsible for setting meeting dates and issuing meeting minutes).
- Construction Phase Site Visits: Consultant will perform periodic unannounced site visits during the roof construction to observe and document compliance with the Contract Documents and reviewed submittals. After each site visit, Consultant will prepare a site visit report with representative photos of its observations. Consultant will coordinate with County and the roofer for scheduling its site visits.
- Consultant will perform one site visit to determine substantial completion and develop substantial completion "punch-list".
- Consultant will perform one site visit to document completion of the substantial completion punch-list and document final completion.
- Consultant will recommend that County back-charge the Contractor for time and expenses incurred by Consultant in the event more than one substantial completion or more than one final completion site visit are required due to Contractor delay or negligence in completing the Work within the Contract Time.
- Review close-out submittals and record documents, issue transmittal letter with close-out documents.

EXHIBIT "B"

INSURANCE REQUIREMENTS

Consultant must comply with the following insurance requirements at all times during this Agreement:

- 1. Coverage Limits.** Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect the following insurance:
 - a. Worker's Compensation in accordance with statutory requirements.
 - b. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1.0 Million per occurrence and \$2.0 Million in the aggregate.
 - c. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1.0 Million in the aggregate.
 - d. Professional Liability Errors and Omissions Insurance in the amount of \$1.0 Million per claim.
- 2. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.
- 3. Premiums and Deductible.** Consultant shall be responsible for payment of premiums for all of the insurance coverages required under this section. Consultant further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Consultant is responsible hereunder, Consultant shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000.00 in the Consultant's insurance must be declared and approved in writing by County in advance.
- 4. Commencement of Work.** Consultant shall not commence any field work under this Agreement until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Consultant shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Consultant hereunder.
- 5. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-

With copy to: Williamson County Facilities Department
Attn: Director
3101 S.E. Inner Loop
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- 10. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

Commissioners Court - Regular Session**39.****Meeting Date:** 12/17/2019

Service Agreement for Wall and Plumbing Repair at RR Annex Building

Submitted For: Randy Barker**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a Service Contract with LMC Corporation for Wall and Plumbing Repair at the Round Rock Annex in the amount of \$16,919.28 per BuyBoard Contract #520-16 and authorizing the execution of all associated documents.

Background

This agreement is for the labor and materials to repair damage caused by a car on the Round Rock Annex Building A. The scope includes brick and sheetrock installation and plumbing repairs. Department contact is Tom Stanfield. Funding Source: Facilities Maint and Repair. 01.0100.0509.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Service Agreement](#)[Quote](#)

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 12/12/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

12/11/2019 04:09 PM

12/12/2019 08:43 AM

Started On: 12/11/2019 09:45 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
WALL AND PLUMBING REPAIR
(Annex Building)
BUYBOARD NO. 520-16**

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 Tex. Const. art. XI, § 7, 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 CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter “The County”)**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **LCM CORPORATION (hereinafter “Service Provider”)**, 9191 Winkler Rd., Ste. A, Houston, TX 77017-5967 (Ph. 210-643-9392). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

As described in the attached Statement of Work/Quote, dated December 2, 2019, which is designated Exhibit “A” and incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) “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.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$16,919.28.**

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

IV.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:	\$1,000,000	

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

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

V.

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

- A. As described in the attached Statement of Work Proposal/Quote, dated December 2, 2019, which is incorporated herein as if copied in full;**
- B. BUYBOARD No. 520-16; and**
- C. Any required insurance certificates evidencing required coverages.**

VI.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this 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.

VII.

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

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

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this 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.

IX.

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

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

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

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

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

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 2019

SERVICE PROVIDER:

Zring Kareem

Authorized Signature

Zring Kareem

Printed Name

Date: 12/11 _____, 2019

Exhibit(s)
Statement of Work/Quote, dated December 2, 2019

Work Order Signature Document

ezIQC Buy Board Contract No.: 520-16 Area G - LMC

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 073748.00

Work Order Date: 12/02/2019

Work Order Title: Williamson County - Wall Repair

Owner Name: County of Williamson

Contractor Name: LMC Corporation

Contact: Tom Stanfield

Contact: Zring Kareem

Phone: 512-818-4180

Phone: 210-643-9392

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQC Buy Board Contract No 520-16 Area G - LMC.

Brief Work Order Description:

Repair wall and plumbing damaged by car on Annex Building.

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply: ☐

Will not apply: ☒

Work Order Firm Fixed Price: \$16,919.28

Owner Purchase Order Number:

Approvals

Owner

Date

Zring Kareem
Contractor

12/09/2019

Date

Detailed Scope of Work

To: Zring Kareem
LMC Corporation
9191 Winkler Drive, Suite A
Houston, TX 77017-5967
210-643-9392

From: Tom Stanfield
County of Williamson
301 SE Inner Loop
Georgetown, TX 78626
512-818-4180

Date Printed: December 02, 2019

Work Order Number: 073748.00

Work Order Title: Williamson County - Wall Repair

Brief Scope: Repair wall and plumbing damaged by car on Annex Building.

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Williamson County Wall Repair.

This project involves providing equipment and installation of 600 sqft of Brick and 100 sqft of sheetrock and plumbing repairs.

All work will be done during regular business hours, in accordance with NESHP, EPA, OSHA, Federal and State regulation.

To Provide:

All labor, material and equipment to repair brick and repair interior damage from accident.

1. Demo Damaged area of brick.
2. Install of brick.
3. Demo of sheetrock and insulation affected by water.
4. Exterior electrical disconnects mounted on mini-split system.
5. Remove and replace electrical conduit.
6. Demo and remove cabinet to repair walls that are damaged.
7. Repair framing interior walls.
8. Install sheetrock, tape float and paint.
9. Repair plumbing from ceiling down to wall, secure new plumbing and line up the toilet.

Exclusions:

- Replacement of wood cabinet.
- Overtime/Afterhours/Weekend work
- Any section or part thereof not specifically listed above.
- Any delays caused by unforeseen conditions.
- Any damage concealed with the walls will require further a discovery

Subject to the terms and conditions of JOC Contract **520-16 Area G - LMC**.

Detailed Scope of Work Continues..

Work Order Number: 073748.00

Work Order Title: Williamson County - Wall Repair

Zring Kareem

Contractor

12/09/2019

Date

Owner

Date

Contractor's Price Proposal - Summary

Date:	December 02, 2019	
Re:	IQC Master Contract #:	520-16 Area G - LMC
	Work Order #:	073748.00
	Owner PO #:	
	Title:	Williamson County - Wall Repair
	Contractor:	LMC Corporation
	Proposal Value:	\$16,919.28

No Category Input	\$16,919.28
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Proposal Total	\$16,919.28
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This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: December 02, 2019

Re: IQC Master Contract #: 520-16 Area G - LMC
 Work Order #: 073748.00
 Owner PO #:
 Title: Williamson County - Wall Repair
 Contractor: LMC Corporation
 Proposal Value: \$16,919.28

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
No Category Input					
1	01 22 20 00 0005		HR	Brick LayerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,084.03
			Installation	Quantity 36.00 x Unit Price 46.61 x Factor 1.2420 = Total 2,084.03	
				Brick Repair Work	
2	01 22 20 00 0005 0004		MOD	For Foreman, Add	\$115.75
			Installation	Quantity 40.00 x Unit Price 2.33 x Factor 1.2420 = Total 115.75	
3	01 22 20 00 0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,293.23
			Installation	Quantity 25.00 x Unit Price 41.65 x Factor 1.2420 = Total 1,293.23	
				Repair outside electrical	
4	01 22 20 00 0010 0004		MOD	For Foreman, Add	\$20.67
			Installation	Quantity 8.00 x Unit Price 2.08 x Factor 1.2420 = Total 20.67	
5	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$836.18
			Installation	Quantity 25.00 x Unit Price 26.93 x Factor 1.2420 = Total 836.18	
				Painter Helper	
6	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$836.18
			Installation	Quantity 25.00 x Unit Price 26.93 x Factor 1.2420 = Total 836.18	
				Electrician Helper	
7	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$836.18
			Installation	Quantity 25.00 x Unit Price 26.93 x Factor 1.2420 = Total 836.18	
				Plumber Helper	
8	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,003.41
			Installation	Quantity 30.00 x Unit Price 26.93 x Factor 1.2420 = Total 1,003.41	
				Brick Helper	
9	01 22 20 00 0019		HR	Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,346.33
			Installation	Quantity 40.00 x Unit Price 27.10 x Factor 1.2420 = Total 1,346.33	
				To Tape Float and Paint Repairs	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 073748.00

Work Order Title: Williamson County - Wall Repair

No Category Input

10	01	22	20	00	0019	0004	MOD	For Foreman, Add											\$67.56	
							Installation	Quantity	40.00	x		Unit Price	1.36	x		Factor	1.2420	=	Total	67.56
11	01	22	20	00	0024		HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.											\$2,611.74	
							Installation	Quantity	45.00	x		Unit Price	46.73	x		Factor	1.2420	=	Total	2,611.74
								Plumbing Repair Work												
12	02	41	19	13	0021		SF	Demolish 4" Thick Non Reinforced Concrete Block Exterior Wall											\$146.25	
							Installation	Quantity	75.00	x		Unit Price	1.57	x		Factor	1.2420	=	Total	146.25
13	02	41	19	13	0282		IN	1/2" Diameter Drilling In Brick/Concrete Block Per Inch Of Depth											\$3.68	
							Installation	Quantity	4.00	x		Unit Price	0.74	x		Factor	1.2420	=	Total	3.68
14	02	41	19	16	0053		SF	Demolish Wood Or Metal Framed Interior Partition/Wall With Drywall 2 Sides											\$157.11	
							Installation	Quantity	110.00	x		Unit Price	1.15	x		Factor	1.2420	=	Total	157.11
15	02	41	19	16	0053	0028	MOD	For Heights >14' To 20', Add											\$21.11	
							Installation	Quantity	100.00	x		Unit Price	0.17	x		Factor	1.2420	=	Total	21.11
16	02	83	19	13	0112		LF	Demolish Up To 1" Diameter Electrical Conduit, Lead Contaminated Material											\$31.67	
							Installation	Quantity	25.00	x		Unit Price	1.02	x		Factor	1.2420	=	Total	31.67
17	02	90	50	00	0463		ROL	Tape - Blue Masking (Painters Tape)											\$68.12	
							Installation	Quantity	5.00	x		Unit Price	10.97	x		Factor	1.2420	=	Total	68.12
18	04	01	20	91	0002		SF	Cut And Repoint Brick, Hard Intact Mortar, Running Bond											\$684.65	
							Installation	Quantity	75.00	x		Unit Price	7.35	x		Factor	1.2420	=	Total	684.65
								Cut in and retuck remaining damage each side of hole												
19	04	01	20	91	0002	0050	MOD	For Common Bond, Add											\$11.18	
							Installation	Quantity	50.00	x		Unit Price	0.18	x		Factor	1.2420	=	Total	11.18
20	04	21	13	00	0012		SF	Common Brick As 4" Wall Face Brick (6.4/SF)											\$1,067.50	
							Installation	Quantity	75.00	x		Unit Price	11.46	x		Factor	1.2420	=	Total	1,067.50
								Order brick, pick up and transport to job												
21	04	21	13	00	0012	0010	MOD	For Stacked Bond, Add											\$0.00	
							Installation	Quantity	0.00	x		Unit Price	1.00	x		Factor	1.2420	=	Total	0.00
22	04	21	13	00	0064		LF	Window Sill, Face Brick On Edge											\$1,279.88	
							Installation	Quantity	75.00	x		Unit Price	13.74	x		Factor	1.2420	=	Total	1,279.88
								Create special window ledge recess												

Contractor's Price Proposal - Detail Continues..

Work Order Number: 073748.00

Work Order Title: Williamson County - Wall Repair

No Category Input

23	05	41	00	00	0009	SF	3-5/8" Width, 16" On Center, 16 Gauge, Load Bearing, Structural Metal Stud Framing With Tracks And Runners								\$406.13
						Installation	Quantity	Unit Price	Factor	=	Total				
							100.00	3.27	x	1.2420		406.13			
							For Interior Wall Framing Replacement								
24	05	41	00	00	0009	0165	MOD	For Walls >10' High, Add							\$0.00
						Installation	Quantity	Unit Price	Factor	=	Total				
							0.00	0.65	x	1.2420		0.00			
25	05	41	00	00	0009	0167	MOD	For Up To 200, Add							\$101.84
						Installation	Quantity	Unit Price	Factor	=	Total				
							100.00	0.82	x	1.2420		101.84			
26	05	43	00	00	0034	PR	1/2" Pipe And Rigid Steel Conduit Clamps With Stainless Steel (316) Hardware								\$66.62
						Installation	Quantity	Unit Price	Factor	=	Total				
							12.00	4.47	x	1.2420		66.62			
27	09	29	00	00	0006	SF	5/8" Gypsum Board								\$103.09
						Installation	Quantity	Unit Price	Factor	=	Total				
							100.00	0.83	x	1.2420		103.09			
28	09	29	00	00	0006	0036	MOD	For Times When The Shortest Distance From Corner To Corner Is <3', Add							\$28.57
						Installation	Quantity	Unit Price	Factor	=	Total				
							100.00	0.23	x	1.2420		28.57			
29	09	29	00	00	0006	0045	MOD	For Horizontal Installation Up To 10' High, Add							\$18.63
						Installation	Quantity	Unit Price	Factor	=	Total				
							100.00	0.15	x	1.2420		18.63			
30	09	29	00	00	0006	0048	MOD	For Up To 128, Add							\$32.29
						Installation	Quantity	Unit Price	Factor	=	Total				
							100.00	0.26	x	1.2420		32.29			
31	09	29	00	00	0056	SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board								\$37.26
						Installation	Quantity	Unit Price	Factor	=	Total				
							100.00	0.30	x	1.2420		37.26			
32	09	91	13	00	0006	SF	Paint Exterior Brick Walls, 1 Coat Filler, Brush/Roller Work								\$201.20
						Installation	Quantity	Unit Price	Factor	=	Total				
							600.00	0.27	x	1.2420		201.20			
							First coat primer								
33	09	91	13	00	0006	0207	MOD	For >250 To 500, Add							\$18.63
						Installation	Quantity	Unit Price	Factor	=	Total				
							500.00	0.03	x	1.2420		18.63			
34	09	91	13	00	0040	SF	Paint Exterior Concrete Block Walls, 2 Coats Paint, Brush/Roller Work								\$566.35
						Installation	Quantity	Unit Price	Factor	=	Total				
							600.00	0.76	x	1.2420		566.35			
							Final Paint coats								
35	09	91	13	00	0040	0207	MOD	For >250 To 500, Add							\$59.62
						Installation	Quantity	Unit Price	Factor	=	Total				
							600.00	0.08	x	1.2420		59.62			
36	09	91	23	00	0059	SF	Paint Interior Plaster/Drywall Walls, 1 Coat Paint, Brush Work								\$45.95
						Installation	Quantity	Unit Price	Factor	=	Total				
							100.00	0.37	x	1.2420		45.95			
							First Coat Primer								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 073748.00

Work Order Title: Williamson County - Wall Repair

No Category Input

37	09	91	23	00	0064	SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work												\$77.87
						Installation	Quantity		Unit Price		Factor	=	Total						
							110.00	x	0.57	x	1.2420		77.87						
							Final Paint Coats												
38	09	91	23	00	0064	0264	MOD	For Each Coat With Egg Shell Finish, Add											\$1.24
							Installation	Quantity	Unit Price		Factor	=	Total						
								100.00	0.01	x	1.2420		1.24						
39	09	91	23	00	0064	0279	MOD	For Up To 100, Add											\$38.50
							Installation	Quantity	Unit Price		Factor	=	Total						
								100.00	0.31	x	1.2420		38.50						
40	22	11	16	00	0365		LF	1/2" Hard Drawn Type K Copper Tube/Pipe											\$244.05
							Installation	Quantity	Unit Price		Factor	=	Total						
								50.00	3.93	x	1.2420		244.05						
								Plumbing Lines											
41	22	11	16	00	0418		EA	1/2" 90 Degree Copper Elbow											\$79.59
							Installation	Quantity	Unit Price		Factor	=	Total						
								4.00	16.02	x	1.2420		79.59						
42	22	11	16	00	0463		EA	1/2" Straight Copper Tee											\$60.46
							Installation	Quantity	Unit Price		Factor	=	Total						
								2.00	24.34	x	1.2420		60.46						
43	22	11	16	00	0490		EA	1/2" Copper Coupling											\$197.23
							Installation	Quantity	Unit Price		Factor	=	Total						
								10.00	15.88	x	1.2420		197.23						
44	22	11	16	00	0728		EA	Up To 1/2", Cut And Prepare Existing In Place Copper Pipe											\$11.75
							Installation	Quantity	Unit Price		Factor	=	Total						
								2.00	4.73	x	1.2420		11.75						
45	26	05	29	00	0127		EA	1/2" Conduit Clip											\$0.00
							Installation	Quantity	Unit Price		Factor	=	Total						
								0.00	1.91	x	1.2420		0.00						

Subtotal for No Category Input **\$16,919.28**

Proposal Total **\$16,919.28**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: December 02, 2019

Re: IQC Master Contract #: 520-16 Area G - LMC
Work Order #: 073748.00
Owner PO #:
Title: Williamson County - Wall Repair
Contractor: LMC Corporation
Proposal Value: \$16,919.28

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

Commissioners Court - Regular Session**40.****Meeting Date:** 12/17/2019

2013 Park Bond Transfer

Submitted By: Emmeline Hawkins, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a 2013 Park Bond Budget Transfer to move \$9,734 from Horse Stall Barn (P474) to Expo Concession & Restrooms (P475).

Background

When funds were originally moved on the August 13, 2019 court agenda (items 27 and 39) to fully fund the Expo Horse Stall Barn (P474) and Expo Concession and Restrooms (P475), they were not allocated correctly between the two projects. This action will make that correction and ensure that both projects are adequately and accurately funded.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Hawkins

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 09:27 AM

Started On: 12/12/2019 08:47 AM

Commissioners Court - Regular Session**41.****Meeting Date:** 12/17/2019

Kleinfelder On Call WA2 Sup4

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 2 under Williamson County Contract between Kleinfelder, Inc. and Williamson County dated February 23, 2017 for On Call Geotechnical Engineering and Materials Testing. The funding source is 01.0200.0210.004160 Lab Fees.

Background

This supplemental is to increase the maximum amount payable to \$152,396.63.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsKleinfelder On Call WA2 Sup4

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 12/12/2019

Reviewed By

Hal Hawes

Andrea Schiele

Date

12/11/2019 01:25 PM

12/12/2019 08:37 AM

Started On: 12/10/2019 03:48 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Geotechnical Engineering and Materials Testing

This Supplemental Work Authorization No. 4 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **February 23, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Kleinfelder, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 2 dated effective **August 28, 2018** (the "Work Authorization");

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

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

AGREEMENT

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

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$102,396.63** to **\$152,396.63**.

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

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

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

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

FIRM:

By: Kelly Daniel
Signature

Kelly Daniel
Printed Name

Operations Manager
Title

12/10/19
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

Date

Attachment C - Work Schedule

Kleinfelder, Inc. shall provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session**42.****Meeting Date:** 12/17/2019

Discuss consider and take appropriate action on approval of the MS4 Stormwater Annual Report

Submitted For: Terron Evertson**Submitted By:** Kelly Murphy, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the MS4 Stormwater Annual Report.

Background

Fiscal Impact

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

AttachmentsMS4 Annual Report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kelly Murphy

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 08:58 AM

Started On: 12/12/2019 08:30 AM

Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number TXR040000

A. General Information

Authorization Number: [TXR040112](#)

Reporting Year (year will be either 1, 2, 3, 4, or 5): [1](#)

Annual Reporting Year Option Selected by MS4:

Calendar Year:

Permit Year:

Fiscal Year: [Fiscal](#) Last day of fiscal year: [September 30, 2019](#)

Reporting period beginning date: (month/date/year): [October 1, 2018](#)

Reporting period end date: (month/date/year): [September 30, 2019](#)

MS4 Operator Level: [Two](#) Name of MS4: [Williamson County](#)

Contact Name: [Roger Hickman](#) Telephone Number: [512-943-3345](#)

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A copy of the annual report was submitted to the TCEQ Region: [YES](#)

Region the annual report was submitted to: [TCEQ Region 11](#)

B. Status of Compliance with the MS4 GP and SWMP

1. Provide information on the status of complying with permit conditions: (TXR040000 Part IV.B.2)

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.	X		
Permittee is currently in compliance with recordkeeping and reporting requirements.	X		
Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.).	X		
Permittee conducted an annual review of its SWMP in conjunction with preparation of the annual report	X		

2. Provide a general assessment of the appropriateness of the selected BMPs. You may use the table below to meet this requirement (**see Example 1 in instructions**):

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
1.0: Public Education, Outreach and Involvement	1.1: Flyers and Brochures	Yes. Designed, printed, and distributed 100 flyers related to bacterial pollution from pet waste.
	1.2: Storm Water Website	Yes. The County's website has been updated and new information is posted on an as-needed basis.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	1.3: Education of the public and construction site personnel	<p>Yes. A link was added on the County's webpage for General Permit information on the TCEQ website for the following:</p> <ul style="list-style-type: none"> • TPDES Construction General Permit (TXR150000) • TPDES Small MS4 General Permit (TXR040000)
	1.4: SWMP Committee	<p>Yes. The Committee discusses, reviews and provides feedback on public education materials, local illicit discharge elimination regulations and investigation procedures, construction stormwater regulations, guidance materials, permitting and inspection procedures, and good housekeeping practices.</p>
	1.5: Community Hotlines	<p>Yes. The Williamson County Illicit Discharge Hotline (512-943-3330) has been established, is currently active, and is posted on the County's website.</p>
2.0: Illicit Discharge Detection and Elimination	2.1: Maintain the MS4 Map and Outfall Inventory	<p>Yes.</p> <ul style="list-style-type: none"> • A map has been developed of the MS4 system including the location of the following: MS4 receiving streams, Storm Water Outfalls, and Permit Coverage Area. • New outfalls and drainage structures have been identified during the review of development and construction plans and have been added to the MS4 system map (on-going program). • A method has been developed and implemented for updating the MS4 map with new drainage structures and outfalls (on-going program). • Procedures have been developed and implemented for identifying new outfalls found in the field while conducting the MS4 outfall screening programs.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
		<ul style="list-style-type: none"> • Training has been conducted for MS4 screening personnel and plan review personnel on proper procedures for updating the MS4 map and outfall inventory (on-going program).
	2.2: MS4 Outfall Screening	<p>Yes.</p> <ul style="list-style-type: none"> • Personnel have been trained in field techniques necessary for the identification of illicit discharges • A system has been put in place through the County's MS4 GIS Database to track locations of illicit discharges upon identification. • A schedule has been developed that allows for the screening of the entire MS4 system within the permit term. • Outfall screening efforts have been conducted according to the developed schedule. • Internal tracking and record keeping procedures have been developed and implemented for outfall screening results. • Records of outfall screening and investigations for each outfall and any elimination activities are maintained.
	2.3: Illicit Discharge Employee Training	<p>Yes.</p> <ul style="list-style-type: none"> • A list of personnel to be educated on the identification and reporting of illicit discharges is being maintained (on-going).
	2.4: Illicit Discharge Hotline	<p>Yes.</p> <ul style="list-style-type: none"> • A list of locally occurring non-storm water discharges that were observed by the public is maintained.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
		<ul style="list-style-type: none"> • A hotline phone number for reporting of potential illicit discharges by the public has been established. The Williamson County Illicit Discharge Hotline (512-943-3330) is posted on the County's website. • Appropriate public education activities designed to inform the public of the hotline and types of potential discharges to report has been conducted (on-going program). • Internal procedures for receiving hotline phone calls has been developed. • Internal reporting forms to track reported discharges, investigation of public reports, and corrective actions associated with the elimination of illicit discharges reported by the public has been developed. • Investigations initiated by the public have been conducted if the reports are valid. All public reports received during the reporting year were investigated and documented.
3.0: Construction Site Runoff	3.1: Construction Inspection Procedures	<p>Yes.</p> <ul style="list-style-type: none"> • An item list has been developed to incorporate the inspections of local construction sites based on TCEQ storm water regulations and includes the following categories: use of temporary erosion controls, control of other construction related wastes, operational and general prohibitions, site closure and stabilization requirements, and on-site documentation and records. • Inspection forms and procedures have been developed and implemented to inspect local construction sites to ensure compliance with TCEQ construction storm water regulations. • A list of items to incorporate in the inspection of local construction sites based on TCEQ construction storm water regulations has been developed and implemented. • Review inspection forms and procedures and revise as necessary to inspect local construction sites to ensure compliance with TCEQ construction storm water regulations.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	3.2: Construction Plan Reviews	<p>Yes.</p> <ul style="list-style-type: none"> • A process has been developed and implemented to obtain subdivision construction plans for review to determine compliance with TCEQ construction storm water regulations. • The local construction community has been educated on the subdivision construction plans review process (on-going program). • The subdivision construction plan review procedures have been implemented for local construction sites.
	3.3: Construction Site Inspection	<p>Yes.</p> <ul style="list-style-type: none"> • Qualifying construction sites are inspected using appropriate procedures and forms to ensure compliance with storm water regulations (on-going program). • Williamson County inspection personnel have been trained on construction storm water regulations and inspection procedures (on-going program). • Voluntary on-site meetings are conducted as needed with owners and operators of local construction sites that are not in compliance with TCEQ construction storm water regulations. Letters of non-compliance are issued to owners and operators of local construction sites that do not voluntarily comply with TCEQ construction storm water regulations (on-going program).
	3.4: Permittee Owned Construction Sites	<p>Yes.</p> <ul style="list-style-type: none"> • Required documents are submitted to obtain permit coverage for Williamson County owned and operated projects; to maintain compliance with applicable state and/or federal construction storm water permit provisions and Edwards Aquifer Rules when applicable (on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
		<ul style="list-style-type: none"> Documents required for obtaining state and/or federal construction storm water permits applicable to Williamson County owned and operated construction sites have been developed. Construction design and permitting guidelines are distributed to the local construction community and involved permittee personnel as required (on-going program). Williamson County owned construction project planning and design criteria are reviewed as needed to determine if changes are needed. Required changes may be due to comply with local, state, and/or federal construction storm water regulations and Edwards Aquifer Rules (on-going program).
	3.5: Construction Related Public Reporting	<p>Yes.</p> <ul style="list-style-type: none"> Construction related public reporting educational materials have been developed instructing the public in procedures for reporting to the permittee construction sites with potential storm water quality problems or construction storm water regulation violations (updating these materials is an on-going program). Construction related public reporting educational material are distributed in accordance with the identified schedule (on-going program). An internal tracking system has been developed to keep a record of information reported by the public (on-going program). On-site investigations are conducted of those sites reported by the public that, according to the best judgment of the permittee personnel, warrant investigation (on-going program).
4.0: Post-Construction Site Runoff	4.1: New Development and Re-development Plan Review	<p>Yes.</p> <ul style="list-style-type: none"> A process to obtain development construction plans for review to determine compliance with TCEQ post-construction runoff regulations has been developed and implemented (updating these procedures is an on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
		<ul style="list-style-type: none"> • Internal tracking and plan review procedures have been developed and implemented to ensure compliance with TCEQ post construction runoff regulations (updating these procedures is an on-going program). • The local development community is educated as needed on the local development plans review process (on-going program). • The subdivision development plan review process has been implemented (this review process is continuously updated as needed).
	4.2: Development Project Inspection Procedures	<p>Yes.</p> <ul style="list-style-type: none"> • Inspection forms and procedures that are necessary to inspect new and redevelopment projects have been developed. These forms and procedures are necessary to ensure compliance with TCEQ post-construction runoff regulations and approved plans.
	4.3: New Development and Re-development Project Inspection	<p>Yes.</p> <ul style="list-style-type: none"> • A list of subdivision development projects that qualify for inspection under TCEQ post-construction runoff regulations has been developed and is tracked through a GIS database (this database is updated regularly). • Letters of non-compliance are issued to owners or operators of local development projects that are found to be out of compliance and do not voluntarily comply with TCEQ post-construction runoff regulations. • Qualifying development project sites are inspected using adopted inspection forms and procedures to ensure conformance with TCEQ post-construction runoff regulations (these forms are updated as necessary). • Inspection personnel are trained on TCEQ post-construction runoff regulations and final inspection procedures (on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	4.4: Permittee Owned New Development and Re-development Projects	<p>Yes.</p> <ul style="list-style-type: none"> • Conduct the development plan review process for all Williamson County owned new development and re-development projects excluding normal road maintenance (on-going program); • New project planning and design criteria are distributed to the local design and engineering community when changes are made to comply with local, state, and/or federal construction storm water regulations (on-going program).
	4.5: Participation in Local Watershed Planning and Modeling	<p>Yes.</p> <ul style="list-style-type: none"> • Williamson County has identified all local watershed planning and monitoring organizations and participates in watershed planning and surface water monitoring data presentation meetings (on-going activity). • Records are maintained of all TMDL requirements and pollutants of concern for any local MS4 receiving streams that are considered or are determined to be sensitive or impaired (on-going program). • Williamson County maintains a list of sensitive and impaired water bodies as identified by the local watershed planning and monitoring agencies or state and federal monitoring agencies within its jurisdictional boundary (on-going program). • TMDL requirements or load allocations are reviewed to determine if additional Best Management Practices (BMPs) or changes in existing practices are needed to meet TMDL load allocations or to protect sensitive or impaired water bodies located within the MS4 jurisdiction (on-going program).
5.0: Pollution Prevention and Good Housekeeping for Municipal Operations	5.1: Pesticide and Herbicide Application	<p>Yes.</p> <ul style="list-style-type: none"> • Williamson County complies with all local, state, and federal regulations associated with pesticide and herbicide application (on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
		<ul style="list-style-type: none"> Each location is assessed for opportunities to implement alternative practices and endeavors to retrofit structures in order for non-pesticide methods of maintenance to become effective (on-going program). A prioritized list of areas where retrofits and alternative pest control practices would reduce overall pesticide and herbicide application volumes has been developed (on-going program).
	5.2: Maintenance of Roadways	<p>Yes.</p> <ul style="list-style-type: none"> Current roadway maintenance activities are continuously being assessed to determine if modification of current practices would benefit storm water quality. The roadway maintenance program has been assessed and revisions to the roadway maintenance policy according to identified alternative practices are made as necessary (on-going program). Alternative practices are continuously being assessed and implemented as needed to reduce the discharge of road materials during construction or maintenance activities (on-going program). The roadway maintenance program is continuously being evaluated and roadway maintenance policies revised according to identified alternative practices.
	5.3: Culvert/Inlet Cleaning	<p>Yes.</p> <ul style="list-style-type: none"> Williamson County has implemented a culvert cleaning program according to a developed schedule (on-going program). Areas have been identified where catch basins, surface inlets, and/or storm sewer manholes should be periodically cleaned to reduce discharge of floatable materials, sediment, and other materials (on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.4: Landscaping and Lawn Care	<p>Yes.</p> <ul style="list-style-type: none"> • An inventory of all Williamson County owned landscaping and lawn care areas has been developed. • All herbicides, pesticides, and fertilizers are used in accordance with manufacturers' instructions for application rates and quantities (on-going program).
	5.5: Vehicle Maintenance	<p>Yes.</p> <ul style="list-style-type: none"> • Williamson County vehicle operators conduct yearly inspections of vehicles to check for fluid leaks (on-going program). • An inventory of Williamson County owned vehicles has been developed through means of a database that includes inspection and maintenance history for each vehicle. This database is continuously updated (on-going program). • Vehicle inspection and maintenance records are reviewed to evaluate conformance to vehicle manufacturer service specifications (on-going program). • Repairs are scheduled for vehicles determined to have fluid leaks (on-going program). • Routine inspections are conducted on all vehicles according to manufacturers' specifications or at more frequent intervals as needed according to the County's database. Inspections of all vehicles includes identifying the presence of any fluid leaks (on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.6: Spill Prevention Plans	<p>Yes.</p> <ul style="list-style-type: none"> • An inventory of all Williamson County owned facilities has been developed and those that may be required to have SRP Plans identified. • Identified facilities have been individually evaluated to determine if a Spill Response Plan (SRP) may be required. • SRP Plans have been developed and maintained for Williamson County owned facilities that require such plans. • The County adheres to all SRP plan requirements at qualifying Williamson County owned facilities.
	5.7: Illegal Dumping	<p>Yes.</p> <ul style="list-style-type: none"> • Investigations of illegally dumped material are conducted to identify the sources of the materials (on-going program). • A list of illegal dumping locations has been identified (this list is continually updated as part of an on-going program). • Existing local legal authority or other means are used to assess enforcement actions against identified illegal dumpers (on-going program). • Signs are posted at illegal dumping locations that indicate the prohibitions associated with illegal dumping (on-going program). • A brochure has been developed (posted on the County's web page) explaining the penalties associated with illegal dumping and how the public can help.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.8: Disposal of Waste Removed from Storm Sewer Facilities	<p>Yes.</p> <ul style="list-style-type: none"> • Methods used to dispose of waste from storm sewer facilities have been evaluated. • Guidelines have been developed for proper disposal of waste removed from storm sewer facilities. • Disposal methods are continuously reviewed to assure compliance with guidelines (on-going program).
	5.9: Maintenance of Permittee Owned Structural Controls	<p>Yes.</p> <ul style="list-style-type: none"> • All permittee owned structural controls in urbanized areas have been located and identified. • Any new structural controls identified during mapping of outfalls are located and added to the GIS database (part of an on-going program). • A maintenance plan has been implemented for currently identified structural controls. • A plan has been developed for maintenance of structural controls in urbanized areas if/when any are found (part of an on-going program).
6.0: Industrial Stormwater Sources		<p>No.</p> <ul style="list-style-type: none"> • Williamson County is a Level 2 small MS4 and as such is not required to implement this minimum control measure. Much of this information is included in MCM #5 (Pollution Prevention and Good Housekeeping for Municipal Operations) above.

3. Describe progress towards achieving the goal of reducing the discharge of pollutants to the MEP. If no progress was made or the BMP did not result in a reduction in pollutants, provide an explanation. Use the table below to meet this requirement (**see Example 2 in instructions**):

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
1.1	Flyers & Brochures	Distribution	100	Pet Waste Flyers	No. Though this BMP does not result in a direct reduction of pollutants, increasing public awareness will eventually reduce pollutants.
1.2	Storm Water Website	Hits	3396	Visits	No. Though this BMP does not result in a direct reduction of pollutants, educating citizens and providing information increases public awareness will eventually reduce pollutants.
1.5	Community Hotline	Illicit Discharge Reporting	161	Calls	Yes. This BMP results in a direct investigation and remediation of illicit discharges.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
2.1	Maintain the MS4 map	Construction Plans	0	New Outfalls Identified	No. Though this BMP does not result in a direct reduction of pollutants, adding new outfalls to the MS4 map identifies additional locations to inspect.
2.2	MS4 Outfall Screening	Appearance	54	Each	Yes. When illicit discharges are observed, immediate action can be taken to remove the pollutant and track the source. Results of screenings have demonstrated pollutants to be minimal.
2.3	Illicit Discharge Employee Training	Certified Stormwater Inspector Training Course	4	New certified employees	No. Though this BMP does not result in a direct reduction of pollutants, training of employees will allow identification and reporting illicit discharges. Action can then be taken to remove the pollutant and track the source.
2.4	Illicit Discharge Hotline	Total Environmental Calls	161	Each	Yes. When illegal dumping is reported by the public or observed during field inspections, immediate corrective action can be taken to remove the pollutant.
		New Illegal Dumping Cases	86	Each	

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
		Previous Illegal Dumping Cases	54	Each	
		Corrective Action	86	Each	
3.2	Subdivision Construction Plan Review	Subdivision Plan sets	72	Subdivision Reviews	No. Though this BMP does not result in a direct reduction of pollutants, subdivision plan reviews assures the inclusion of appropriate control measures, notes and compliance with TCEQ regulations for storm water.
3.3	Subdivision Construction Site Inspection	Construction Sites	250	Subdivisions Inspected	Yes. When illicit discharges are observed during on-site inspections, immediate corrective action can be taken to remove the pollutant.
4.1	New Development Plan Review	New Development or Re-Development Site Plans	38	Site Plan Reviews	No. Though this BMP does not result in a direct reduction of pollutants, new development site plan reviews assures the inclusion of appropriate control measures, notes and compliance with TCEQ regulations for storm water.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
4.5	Local Watershed Planning and Modeling	Watershed Studies	1	Comprehensive Studies	No. Though this BMP does not result in a direct reduction of pollutants, participation in watershed planning and modeling studies increases awareness of the behavior of the hydraulics of the watershed. This information can be used in locating the source of pollutants identified within the watershed.
5.3	Culvert/Inlet Cleaning	Work Orders	12	Culverts Cleaned or Replaced	Yes. Williamson County maintains 630 culverts within its MS4 jurisdictional area. The periodic cleaning of culverts, catch basins, surface inlets, and storm sewer manholes reduces the discharge of floatable materials, sediment, and other materials.
5.5	Vehicle Maintenance	Vehicle Service Records	1,190	Vehicles serviced	Yes. Inspections of all vehicles includes identifying the presence of any fluid leaks, which prevents the discharge of fluids into the stormwater system.
5.7	Illegal Dumping	Work Orders	86	Completed	YES. When illegal dumping is reported by the public or observed during field inspections, immediate corrective action can be taken to remove the pollutant.

4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**see Example 3 in instructions**):

5. MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
1.0: Public Education, Outreach and Involvement	1.1: Designed, printed, and distributed 100 flyer related to bacterial pollution from pet waste.	Goal Accomplished
	1.2: Update the County's Website	Goal Accomplished – website updated in Year 1.
	1.3: Add TCEQ General Permit information to the County's website.	Goal Accomplished – website updated in Year 1.
2.0: Illicit Discharge Detection and Elimination	2.1: Maintain the MS4 map and Outfall Inventory	On-going Program – Zero new outfalls were added to the MS4 map during Year 1.
	2.2: MS4 Outfall Screening	On-going Program – 54 outfalls were screened during Year 1.

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
	2.3: Illicit Discharge Employee Training	On-going Program – 4 employees were trained during Year 1.
3.0: Construction Site Runoff	3.1: Construction Inspection Procedures	On-going Program – Inspection forms and procedures were reviewed and revised to ensure compliance with TCEQ construction storm water regulations.
	3.2: Construction Plan Reviews	On-going Program – Construction plans for 72 subdivisions and 38 site plans were reviewed during Year 1
	3.3: Construction Site Inspection	On-going Program – Inspection of 250 construction sites were reviewed during Year 1. These include new subdivision construction and utility installations.
4.0 Post Construction Site Runoff	4.1 New Development and Re-development Plan Review	Goal Accomplished – 38 site plans reviewed (Doug).

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
5.0: Pollution Prevention and Good Housekeeping for Municipal Operations	5.2: Maintenance of Roadways	On-going Program – Assessment and revisions to the roadway maintenance policy are continuously performed as necessary according to identified alternative practices are made, and as appropriate that would reduce the discharge of road materials during construction or maintenance activities.
	5.3: Culvert / Inlet Cleaning	On-going Program – Culverts and ditches are cleaned and maintained as needed.
	5.5 Vehicle Maintenance	On-going Program – Vehicles are checked for leaks and maintained as needed.

C. Stormwater Data Summary

Provide a summary of all information used, including any lab results (if sampling was conducted) to assess the success of the SWMP at reducing the discharge of pollutants to the MEP. For example, did the MS4 conduct visual inspections, clean the inlets, look for illicit discharge, clean streets, look for flow during dry weather, etc.?

Visual observations were conducted during outfall screenings. Outfalls were screened for odor, color, clarity, floatable, deposits or stains, vegetations conditions, structural conditions, biological condition. Also, water flow was estimated and logged for each outfall. Photographs were taken of outfall structures to compare their condition to previous years' inspection.

D. Impaired Waterbodies

Identify whether an impaired water within the permitted area was added to the latest EPA-approved 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d). List any newly-identified impaired waters below by including the name of the water body and the cause of impairment. TCEQ Surface Water Viewer. [None, there are no new impaired water bodies.](#)

1. If applicable, explain below any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern. [None, there are no streams with TMDL's in Williamson County.](#)
2. Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL. [There are no streams in Williamson County listed with TMDL's](#)
3. Report the benchmark identified by the MS4 and assessment activities:

Benchmark Parameter <i>(Ex: Total Suspended Solids)</i>	Benchmark Value	Description of additional sampling or other assessment activities	Year(s) conducted
Not Applicable			

4. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark:

Benchmark Parameter	Selected BMP	Contribution to achieving Benchmark
Not Applicable		

6. If applicable, report on focused BMPs to address impairment for bacteria:

Description of bacteria-focused BMP	Comments/Discussion
Designed, printed, and distributed pet waste flyers	The pet waste flyer was designed to inform the public on the negative environmental effects of pet waste. The pet waste flyers were handed out at Williamson County trails and in parks to reach animal owners that use outdoor facilities. In addition, the pet waste flyer was handed out at the county courthouse and posted to the county website so that the public would be reminded of the importance of this issue.
OSSF Enforcement	<p>The On-Site Sewage Facility Department at Williamson County helps eliminate and prevent health hazards by regulating and properly planning the location, design, construction, installation, and operation of on-site sewage disposal systems.</p> <p>A maintenance plan is also required for aerobic systems to help prevent bacteria from entering local water sources such as wells, streams, aquifers, recharge zones and lakes.</p>

7. Assess the progress to determine BMP's effectiveness in achieving the benchmark.

For example, the MS4 may use the following benchmark indicators:

- number of sources identified or eliminated;
- number of illegal dumpings;
- increase in illegal dumping reported;
- number of educational opportunities conducted;
- reductions in sanitary sewer flows (SSOs); /or
- increase in illegal discharge detection through dry screening.

Benchmark Indicator	Description/Comments
Not applicable – we have no streams with TMDL's in Williamson County	

E. Stormwater Activities

Describe activities planned for the next reporting year:

MCM(s)	BMP	Stormwater Activity	Description/Comments
MCM 1: Public Education, Outreach and Involvement	1.1 Community Education	Staff will present a stormwater quality presentation to Georgetown High School and attempt to find other audience for this presentation.	A significant aspect of a successful stormwater management program is keeping the community well informed. The Public Education, Outreach and Involvement minimum control measure consists of BMPs focused on the development of a comprehensive program to educate the public about the impacts that stormwater discharges have on local water bodies.

1.2 Garden and Lawn Care	The County will choose a topic related to garden/lawn care education and post material such as brochures at county offices and local retail stores.	The County will acquire, create and support the production of public education and outreach materials focused on garden and lawn care education.
1.3 Recycling and Household Hazardous Waste	The County will hold two recycling and household hazardous waste disposal events.	Williamson County will operate a hazardous waste and recycling drop off center. The center will be open to the public and allow free hazardous waste disposal and recycling. The County will print and website media to advertise these events and provide locations for drop off centers four times throughout the year.
1.4 Pet Waste	The County will install and maintain two additional pet waste disposal stations at a county parks.	The County will acquire, create and support the production of public education and outreach materials focused on proper disposal of pet waste. The County will work with the Parks Department to support the maintenance of pet waste disposal stations.
1.5 Public Notice	The County will post the SWMP Notice of Intent public notice in three newspapers in the surrounding area to help educate the public.	This public announcement will be published in the Taylor Press (East), Georgetown Sun (Central), and the Hill Country News (West).
1.6 County Website	Continue to update Williamson County's Stormwater Management webpage with new or updated as-needed basis.	Williamson County maintains a website, https://www.wilco.org/Departments/Storm-Water-Management , for public communication regarding stormwater policies and information. The site contains the latest SWMP, any proposed changes to the SWMP, any Notice of Change submittals, general information on stormwater pollution and information on reporting illicit discharges.

MCM 2: Illicit Discharge	2.1 MS4 Mapping	Review entire MS4 map and ensure outfalls recently constructed are included in the map. Establish a new process to include outfalls in the map during the construction inspection process.	As adjacent cities annex land next to their city limits, from time to time it is found that an MS4 outfall no longer lies within Williamson County's jurisdictional area. Information regarding such outfalls is passed on to the appropriate MS4 Operator. Occasionally, outfalls are discovered that were not previously part of the inventory.
	2.2 MS4 Training	Training will be provided for all personnel involved in on-site field screening of outfalls and construction site inspection.	The principal MS4 staff have been certified as Qualified Preparers of Storm Water Pollution Prevention Plans. Furthermore, members of the construction inspection staff have been certified as Qualified Compliance Inspectors of Stormwater. These certificates are valid for two years and then must be renewed. Staff will attend at least 4 hours of training per year to enhance their education and experience.
	2.3 Public Complaints	Conduct 100% of illicit discharge investigation complaints. Document and archive 100% of the inspection results on a case by case basis by the end of each fiscal year.	Public complaints are submitted through the Illicit Discharge Hotline (512-943-3330). These complaints primarily consist of illegal dumping of trash and refuse. County workers will first investigate the complaint. If required, the site is to be cleaned up including removal of trash, sediment, and other pollutants. All complaints and work orders will be cataloged in the VUE works database. If a responsible party can be located, the case is to be referred to the constable based on the precinct.
	2.4 Field Screening Inlets	Continue to screen 20% of the documented outfalls each year.	New outfalls will be identified throughout construction plan review and onsite inspections.

	2.5 OSSF Discharges	Investigate all OSSF complaints by the end of the fiscal year. Maintain records of initial investigations, results, and enforcement activities.	Failing on-site sewage facilities may result in overland discharge. If a discharge is observed, it must be immediately reported to the OSSF group. Public complaints are received through the illicit discharge hotline (512-943-3330). When an OSSF complaint is received, staff has one business day to investigate and determine the appropriate response including issuing a violation notice.
	2.6 High Priority Discharges	Identify all discharge points within high priority areas based on complaints logged and proximity to impaired streams.	Staff determines high priority areas based on two criteria: 1. Proximity to impaired streams. 2. Significant number of complaints within a given time period.
	2.7 Spill Prevention and Response Plan	Identify new and existing staff who need additional training on spill response protocol and update the list of hazardous material found in the Williamson County Spill Prevention and Response Plan.	The Williamson County construction inspection team and other appropriate personnel are trained on hazardous materials and spill prevention and response. Every year, spill response training is provided to employees on the following topics: spill prevention methods, spill containment, emergency procedures, spill reporting, and hazardous substance inventory.
MCM 3: Construction Site Runoff	3.1 Construction Plan Review	Revise internal tracking and plan review procedures as appropriate to address the following issues: conformance to the latest TCEQ stormwater regulations, appropriate use of temporary erosion controls, and inclusion of	Construction plans will first be reviewed and accepted by the Land Development Department. During the review process, the location of the construction site is verified to determine if it is within Wilco MS4 jurisdiction.

		any required local, state, and/or federal stormwater permit documents	
	3.2 Construction Site Inspection	Williamson County Staff will be responsible for inspecting all commercial, subdivision, road bond, and road maintenance activities throughout all active phases of construction to ensure stormwater compliance is achieved.	There are three types of construction activities inspected by Williamson County Stormwater Management: 1) commercial projects located within the MS4 jurisdiction, 2) road bond and road maintenance projects located outside the city limits, and 3) subdivision developments located within the MS4.
MCM 4: Post Construction	4.1 First Year after Notice of Termination	Inspect all completed construction projects within the Williamson County MS4 jurisdiction twice a year. The first site visit must be within 6 months after the NOT was submitted. The second site visit must be after one year has passed since the NOT was submitted.	Within one year of the final NOT, Staff must visit the site twice. The first visit must be 6 months after the NOT has been submitted and the second must be after 1 year. Staff must review the site or subdivision plan for location of vegetated areas, channels, detention ponds, and discharge points.
	4.2 Long Term	After the initial first year, staff will catalogue the discharge points that discharge directly to the waters of Texas. These points will be added to the County's GIS database and inspected as part of the illicit	After the initial first year, staff will catalogue the discharge points that discharge directly to the waters of Texas. These points will be added to the County's GIS database and inspected as part of the illicit discharge prevention program.

		discharge prevention program	
MCM 5: Pollution Prevention	5.1 Williamson County Parks	The County will install two pet waste disposal stations within a County park.	These sites are susceptible to erosion and sediment loss during construction, pesticide and herbicide pollution, and horse and pet waste pollution. Erosion and sedimentation will be controlled during construction as required by the site's SWPPP. Pet waste is contained in plastic manure bags and deposited in bins. Horse Manure is collected at stable facilities and placed in dumpsters.
	5.2 Williamson County Landfill	The County will inspect the landfill and recycling sites for compliance.	The landfill is located at 600 County Road 128, Hutto, TX 78634. Waste Management Inc. is under contract to manage the landfill. The landfill is permitted through the TCEQ under MSW 1405B. Per MSW 1405B, all leachate and contaminated surface water will be collected and managed per the leachate management plan. Interim sediment controls include berms, silt fences, temporary vegetation, mulch, hay bales, perimeter channels and sedimentation ponds. Permanent controls include sedimentation basins, drainage channels drainage terraces, and vegetated cover.
	5.3 Equipment Storage and Maintenance	Inspect equipment storage and maintenance facilities for inadequacies and compliance.	The Williamson County equipment storage facility is responsible for housing all heavy construction equipment such as motorgrades, backhoes, gradalls, rollers and streetsweepers. The equipment storage facility is located at 3151 SE Inner Loop Georgetown, TX 78626.

5.4 Fuel and Chemical Storage	Inspect each fueling station and County records once per year for compliance with TCEQ petroleum storage tank requirements	<p>Location A: Central Maintenance Facility - unleaded, diesel and propane - 3151 SE Inner Loop, Georgetown, TX 78626</p> <p>Location B: Florence Yard - unleaded, diesel and propane -1100 FM 970 Florence, Tx 76527</p> <p>Location C: Granger Barn - unleaded, diesel and propane - 16350 FM 971 Granger, Tx 76530</p> <p>Location D: Taylor Barn - unleaded, diesel and propane -104 Mississippi St Taylor, Tx 76574</p> <p>Location E: Round Rock Annex – propane Only - 1801 East Old Settlers Blvd Round Rock, Tx 78664</p> <p>Location F: Cedar Park Annex – propane Only - 350 Discovery Blvd Cedar Park, Tx 78613</p>
5.5 County Buildings	Perform at least one post construction stormwater inspection at 175 CR 138 by the end of each fiscal year	Williamson County owns 62 properties/buildings, one of which is located within the MS4 jurisdiction at 175 CR 138 Hutto, Texas. This building is the Task Force Building and is used as office space for the Sheriff's Department. Williamson County contracts out landscaping and lawncare needs per yearly contract which is available upon request.
5.6 Vehicle Storage	Inspect 100% of county vehicles and document all inspections for reporting to TCEQ	The Williamson County vehicle storage and maintenance yard is used to house county vehicles, trailers, tools and impounded cars. All county vehicles and heavy equipment are inspected and reported once a year to maintain engine performance and reduce unwanted leaks.

	5.7 County Employee Communication & Training	Meet with the stormwater team once a month to determine our stormwater needs and revise the stormwater program as necessary	The Williamson County stormwater team meets monthly to discuss the program processes including the illicit discharge management program. Included in this group are members of the road maintenance crews and development review personnel. Information is then disseminated to other departments and employees as needed.
	5.8 County Road	Review and inspect all county road development projects within the MS4 at least once a month	Williamson County contracts all major road, stormwater and building projects to third-party development contractors. All contractors and subcontractors must demonstrate training and competency with the TCEQ General Construction Permit's (TXR150000) requirements. The contractors must obtain approved SWPPPs from the TCEQ and hire independent environmental consulting services to inspect all best management practices for compliance with the approved SWPPPs.
	5.9 Routine Road Maintenance	County will review the right-of-way and road maintenance procedures to determine if additional measures can be taken to minimize environmental impacts.	Williamson County Road and Bridge Department performs maintenance activities such as leveling, repaving, pothole repair, mowing, hydroseeding and culvert cleanout on portions of 1443 linear miles of roads. This work allows for regular maintenance of roads as well as maintenance of drainage systems.

F. SWMP Modifications

1. The SWMP and MCM implementation procedures are reviewed each year.

☒ Yes ☐ No

2. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review.

☐ Yes ☒ No

If "Yes," report on changes made to measurable goals and BMPs:

MCM(s)	Measurable Goal(s) or BMP(s)	Implemented or Proposed Changes (Submit NOC as needed)
Not Applicable		

Note: If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible, and why the replacement BMP is expected to achieve the goals of the original BMP.

3. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land, etc.).

G. Additional BMPs for TMDLs and I-Plans

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans.

BMP	Description	Implementation Schedule (start date, etc.)	Status/Completion Date (completed, in progress, not started)
Not Applicable			

H. Additional Information

1. Is the permittee relying on another entity to satisfy any permit obligations?

___ Yes X No

If “Yes,” provide the name(s) of other entities and an explanation of their responsibilities (add more spaces or pages if needed).

Name and Explanation: NA

2.a. Is the permittee part of a group sharing a SWMP with other entities?

___ Yes X No

2.b. If “yes,” is this a system-wide annual report including information for all permittees?

___ Yes X No

If “Yes,” list all associated authorization numbers, permittee names, and SWMP responsibilities of each member (add additional spaces or pages if needed):

Authorization Number: Not Applicable

Permittee: Not Applicable

I. Construction Activities

1. The number of construction activities that occurred in the jurisdictional area of the MS4 (Large and Small Site Notices submitted by construction site operators): 0

2a. Does the permittee utilize the optional seventh MCM related to construction?

___ Yes X No

2b. If “yes,” then provide the following information for this permit year:

The number of municipal construction activities authorized under this general permit	
The total number of acres disturbed for municipal construction projects	

***Note:** Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.*

J. Certification

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed): Bill Gravell Jr. Title: County Judge

Signature: _____ Date: _____

Name of MS4 Williamson County TXR040112

If you have questions on how to fill out this form or about the Stormwater Permitting program, please contact us at 512-239-4671.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512-239-3282.

Commissioners Court - Regular Session**43.****Meeting Date:** 12/17/2019

Discuss consider and take appropriate action regarding the closing of Limestone Road and Magna Lane to repair roadway settlement

Submitted For: Terron Evertson**Submitted By:** Kelly Murphy, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the closing of Limestone Road and Magna Lane in the Stonewall Ranch subdivision to repair roadway settlement.

Background

The proposed roadway closure and detour of Limestone Road and Magna Lane is necessary in order to repair roadway settlement around a storm sewer line. The closure will start on or around January 6, 2020 and continue for approximately 30 calendar days, intermittently and when necessary. The roadway will be closed in front of the addresses of 409 to 505 Limestone Road and 240 to 285 Magna Lane, an overall distance of approximately 800'.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Closure Plan- Limestone Rd and Magna Ln

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kelly Murphy

Final Approval Date: 12/12/2019

Reviewed By

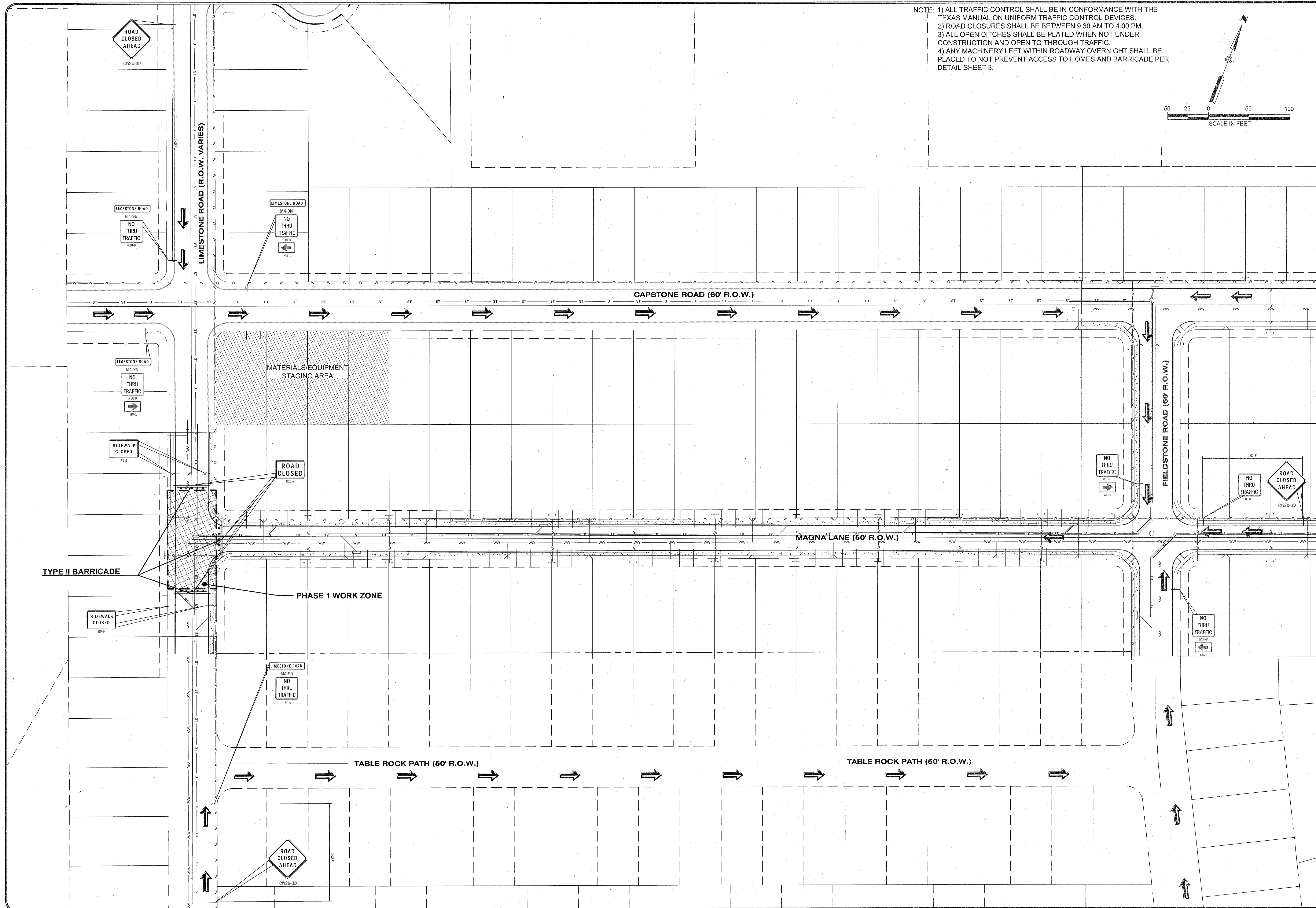
Andrea Schiele

Date

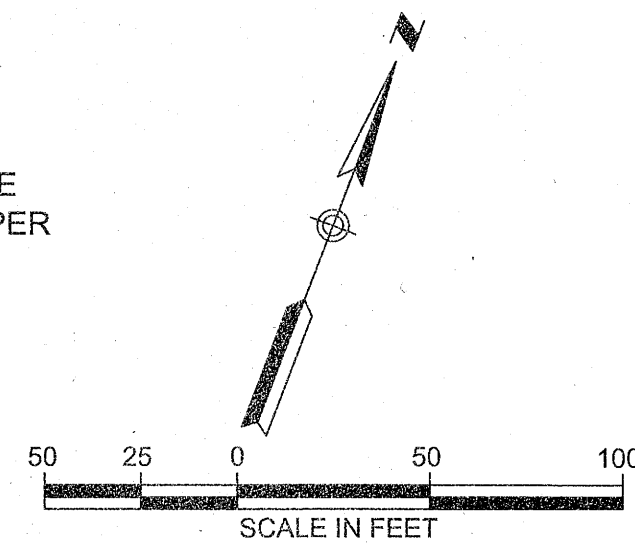
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Started On: 12/12/2019 10:43 AM

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User: jwach
Date: 05/15/2024
Plot: 05/15/2024 09:55:15



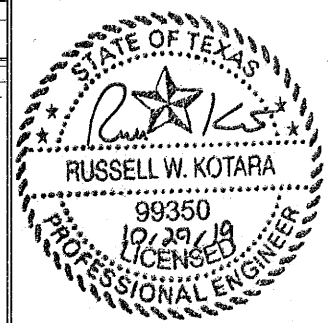
NOTE: 1) ALL TRAFFIC CONTROL SHALL BE IN CONFORMANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2) ROAD CLOSURES SHALL BE BETWEEN 9:30 AM TO 4:00 PM.
3) ALL OPEN DITCHES SHALL BE PLATED WHEN NOT UNDER CONSTRUCTION AND OPEN TO THROUGH TRAFFIC.
4) ANY MACHINERY LEFT WITHIN ROADWAY OVERNIGHT SHALL BE PLACED TO NOT PREVENT ACCESS TO HOMES AND BARRICADE PER DETAIL SHEET 3.



STONEWALL RANCH SECTION SEVEN
PAVING, DRAINAGE,
WATER, & WASTEWATER IMPROVEMENTS
TRAFFIC CONTROL PLAN (SHEET 1 OF 3)

REVISIONS	DATE	BY	NO.	DESCRIPTION

DATE: 10/8/2019
DESIGNED BY: VW
DRAWN BY: VW
CHECKED BY: RK
DRAWING NAME: CP2.dwg



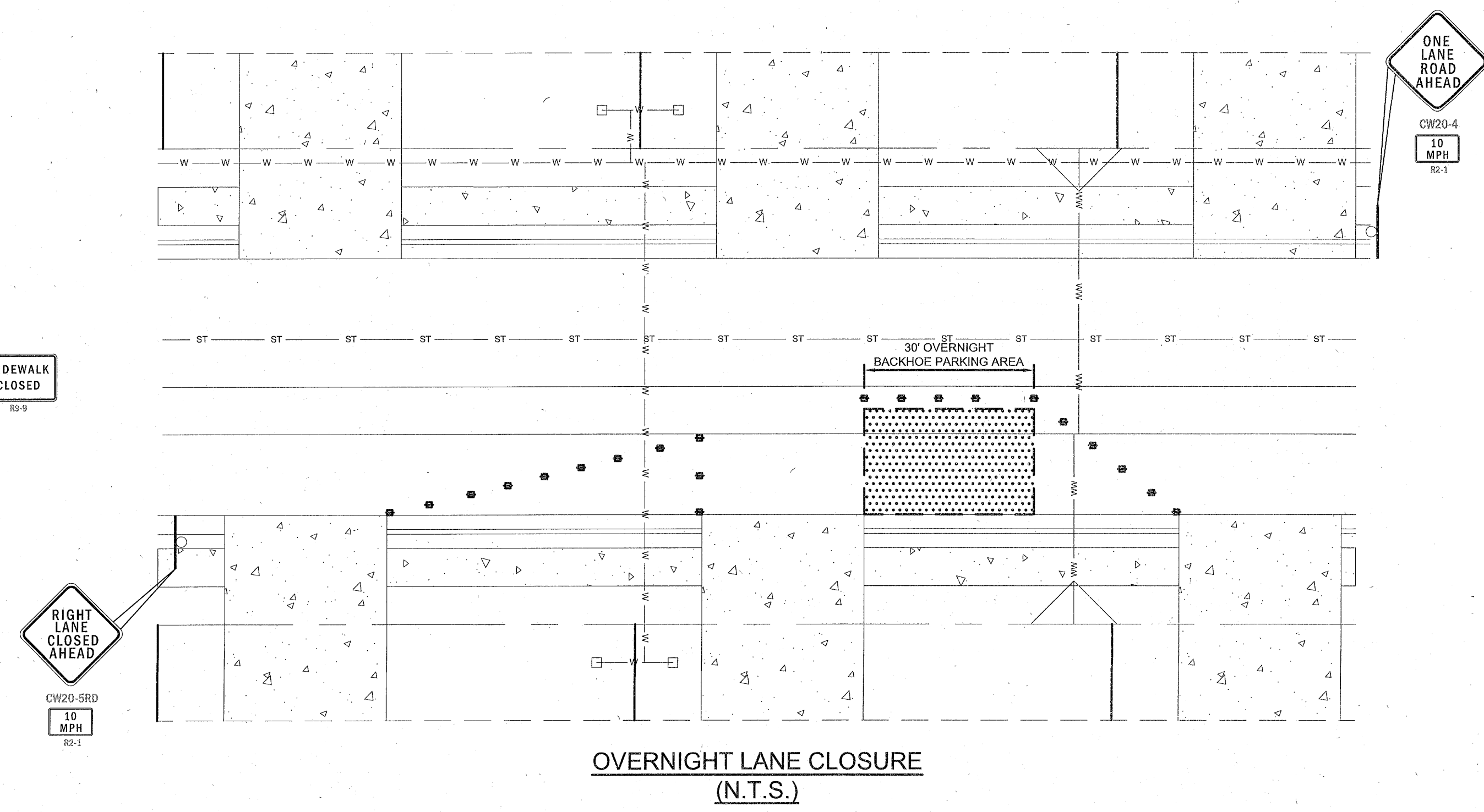
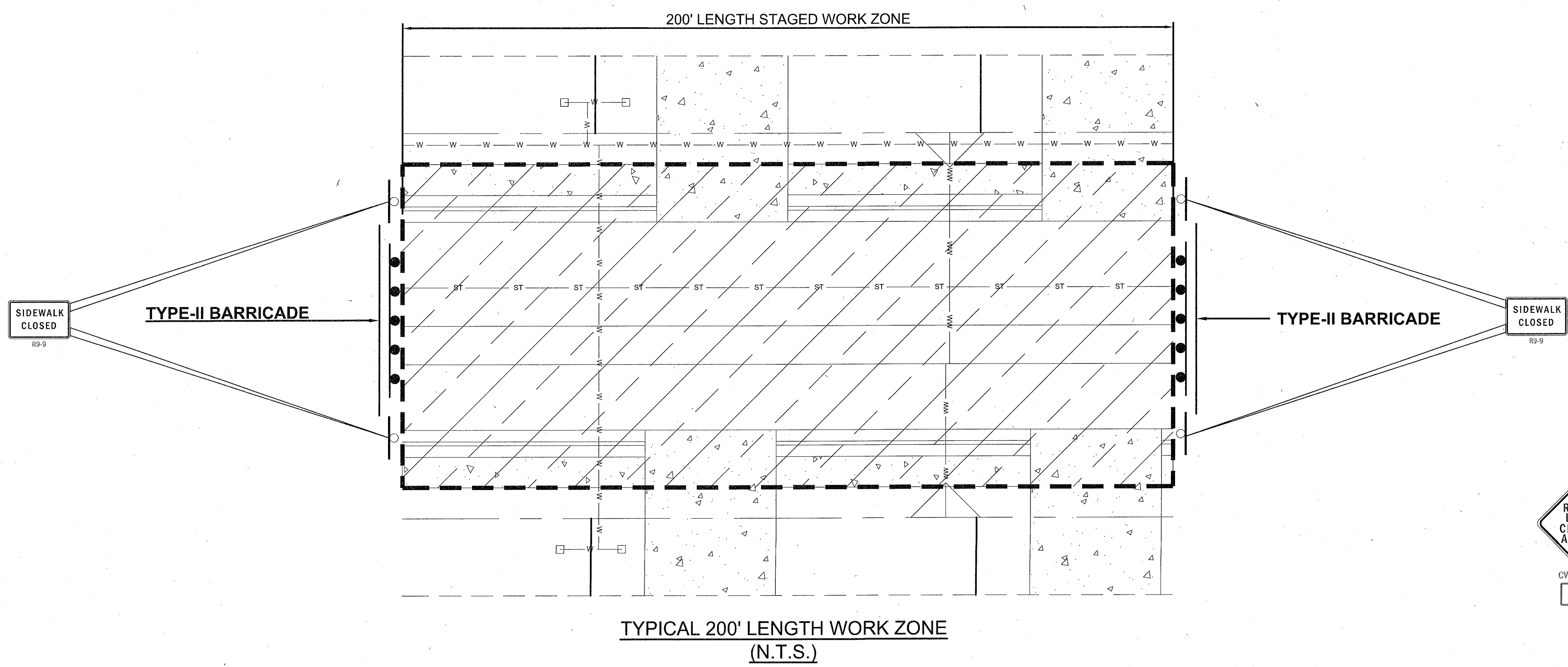
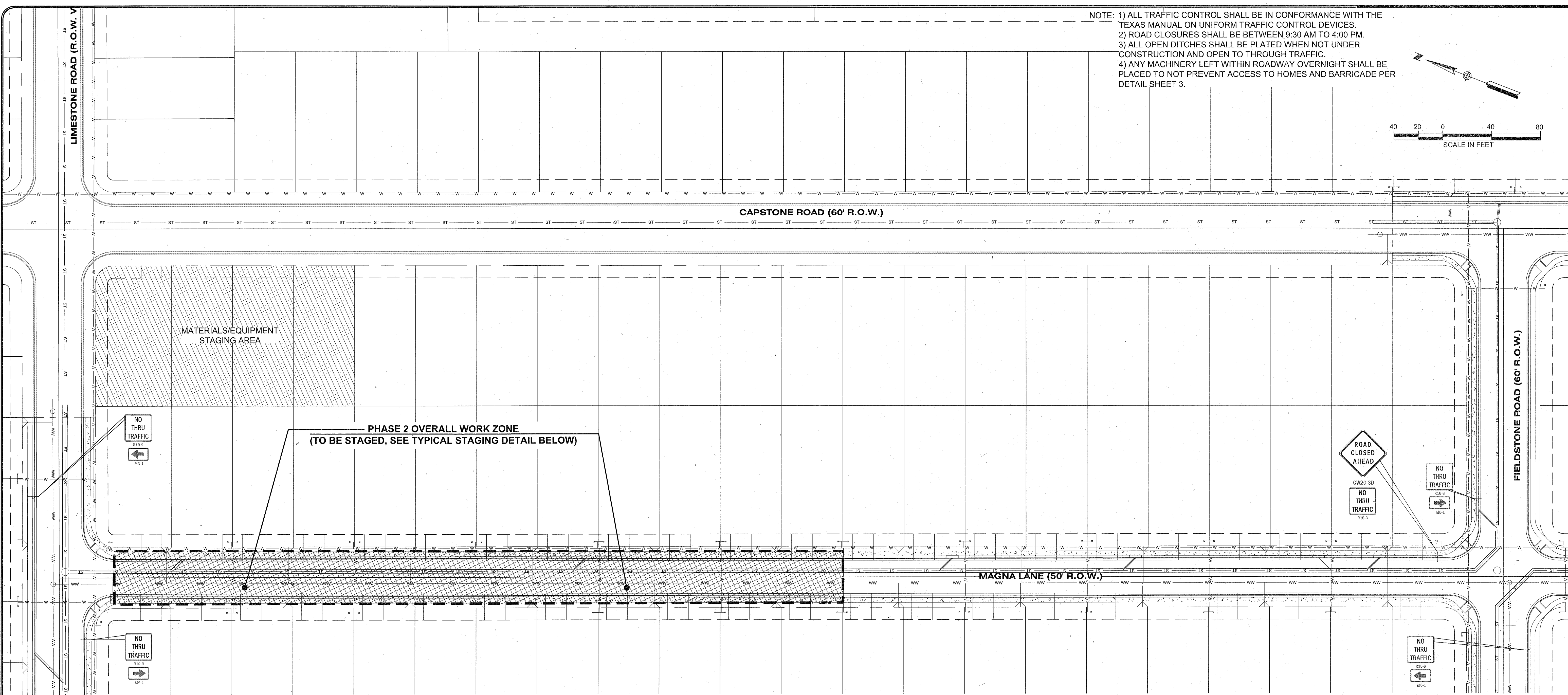
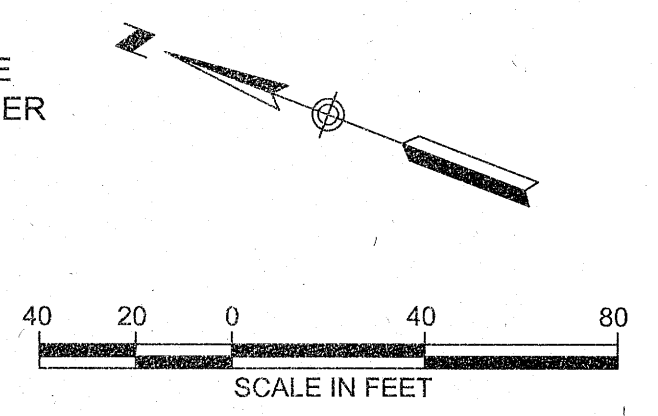
LJA
Phone 512.439.7700
Fax 512.439.7716
FRN-F-1366

LJA Engineering, Inc.
7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735

JOB NUMBER:

SHEET NO.
1
OF 3 SHEETS

NOTE: 1) ALL TRAFFIC CONTROL SHALL BE IN CONFORMANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
 2) ROAD CLOSURES SHALL BE BETWEEN 9:30 AM TO 4:00 PM.
 3) ALL OPEN DITCHES SHALL BE PLATED WHEN NOT UNDER CONSTRUCTION AND OPEN TO THROUGH TRAFFIC.
 4) ANY MACHINERY LEFT WITHIN ROADWAY OVERNIGHT SHALL BE PLACED TO NOT PREVENT ACCESS TO HOMES AND BARRICADE PER DETAIL SHEET 3.



STONEWALL RANCH SECTION SEVEN
 PAVING, DRAINAGE,
 WATER, & WASTEWATER IMPROVEMENTS

TRAFFIC CONTROL PLAN (SHEET 2 OF 3)

NO.	REVISIONS	DATE

DATE: 10/8/2019

DESIGNED BY: WW

DRAWN BY: WW

CHECKED BY: RK

DRAWING NAME: TCF2.dwg

LJA Engineering, Inc.
 7500 Rialto Boulevard
 Building II, Suite 100
 Austin, Texas 78735

Phone 512.439.7700
 Fax 512.439.1716
 FRNF-1386

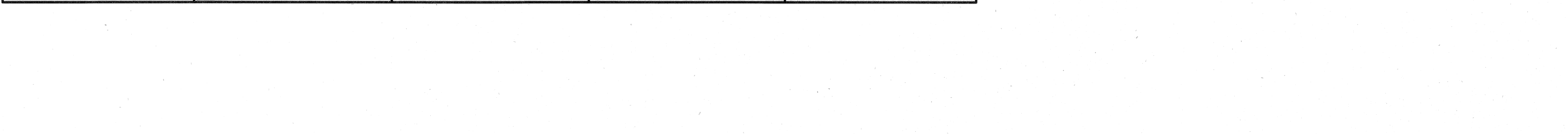
JOB NUMBER:

SHEET NO.

OF 3 SHEETS

2

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 Plot: 10/15/2019
 Plot: 10/15/2019



Commissioners Court - Regular Session**44.****Meeting Date:** 12/17/2019

1809-261 CR 110 Middle Change Order No. 2

Submitted By: Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$31,881.14 for CR 110 Middle (James Construction Group) , a Road Bond project in Commissioner Pct. 4.

P:261 Funding Source: Road Bond

Background

This Change Order adds excavation and grading for the ditch line along the north side of Limmer Loop at CR 110. The construction of the ditch was originally included in the previous CR 110 South contract but was not completed due to a utility conflict. The underground utility was recently relocated, and the ditch excavation was added to the current project at the request of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1809-261 CR 110 Middle Change Order No 2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 10:09 AM

Started On: 12/10/2019 02:04 PM

DEC 03 2019

PSI

Received

Received

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

NOV 22 2019

HNTB Corporation
Round Rock

1. CONTRACTOR: James Construction Group
2. Change Order Work Limits: Sta. 12+28.75 to Sta. 23+50
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2G, 3F (3 Max. - In order of importance - Primary first)

Project: 1809-261

Roadway: CR 110 Middle

CSJ Number: _____

5. Describe the work being revised:

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer.

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

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0Amount added by this change order: \$31,881.14

THE CONTRACTOR

Date 11/21/19By 

Typed/Printed Name

Rick Lewis

Typed/Printed Title

DIVISION MANAGER

RECOMMENDED FOR EXECUTION:

 P.E. 11/24/19
Project Manager Date

County Commissioner Precinct 1 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date

☐ APPROVED ☐ REQUEST APPROVAL

Design Engineer's Seal:

see attached plan sheets

County Judge Date

☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project # 1809-261

TABLE A: Force Account Work and Materials Placed into Stock[illegible]**TABLE B: Contract Items:**

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
110-WC01	DITCH GRADING - LIMMER LOOP	LS	\$31,881.14	0.00	\$0.00	1.00	1.00	\$31,881.14	\$31,881.14
TOTALS					\$0.00			\$31,881.14	\$31,881.14

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**CR 110 Middle
Williamson County Project No. 1809-261**

Change Order No. 2

Reason for Change

This Change Order adds excavation and grading for the ditch line along the northside of Limmer Loop at CR 110. The construction of the ditch was originally included in the previous CR 110 South contract but was not completed due to a utility conflict. The underground utility was recently relocated, and the ditch excavation was added to the current project at the request of the County.

Following is a summary of the items required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
110-WC01	DITCH GRADING - LIMMER LOOP	1.0	LS

This Change Order results in a net increase of \$31,881.14 to the Contract amount, for an adjusted Contract total of \$9,009,035.70. The original Contract amount was \$8,910,862.73. As a result of this and all Change Orders to-date, \$98,172.97 has been added to the Contract, resulting in a 1.10% net increase in the Contract cost. Zero (0) additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

8/19/2019

JCG Letter# 10743-04

Eddie Church, P.E.
HNTB CORPORATION
101 E Old Settlers Blvd Suite 100
Round Rock, TX 78664

WILLIAMSON Co. - CR 110 MIDDLE SECTION
Job #: 1809-261
RE: Change Order Pricing - Limmer Loop Ditch Grading

Dear Mr. Church,

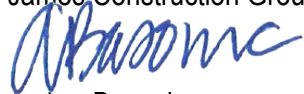
James Construction Group respectfully submits the following change order item pricing for consideration:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UM</u>	<u>UP</u>	<u>TOTAL</u>
XXXX xxxx	Limmer Loop – Ditch Grading	1.0	LS	\$31,881.14	\$31,881.14

This item is being added to the contract to compensate the contractor for added 700 feet of ditch grading on Limmer Loop, east of CR 110. This ditch grading was originally part of the CR 110 South project. Due to a utility conflict, the grading could not be completed before the close of that project. This ditch grading should cause Limmer Loop to drain more effectively and allow permitting of a commercial driveway currently under construction. The scope of this item includes surveying ROW for utility relocates, topographical survey, analysis of topographical survey and provided cross sections for accurate quantity takeoffs, traffic control, excavation and haul off of excess materials, and grading.

Sign relocates (6 EA), topsoil (2,281.77 SY) and seeding (2,281.77 SY) will be paid under existing bid items.

Respectfully yours,
James Construction Group



Amber Basonic
Project Manager

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	8/19/2019	Project:	1809-261	County:	Williamson
Description:	LIMMER LOOP DITCH GRADING	Control:		Highway:	CR 110 (Middle)
Estimated Qty:	1.00				
UOM:	LS	NOTE: At preconstruction meeting, HNTB explained 700' of ditch excavation on Limmer Loop (from CR 110, heading E, north ditch) was missed on construction of the CR 110 South project built by Chasco, due to a Century Link line that was in conflict. HNTB requested PSC to layout ROW for Century Link's contractor to relocate. After relocation, HNTB requested PSC to grade the ditch according to provided cross sections. Scope includes: excavate, haul off material (1,458.0 CY) & traffic control. Area is highly congested with no shoulder. Sign relocates (6 EA), topsoil (2,281.77 SY) & seeding (2,281.77 SY) to be paid under existing bid items.			

<u>Labor</u>	<u>QTY</u>	<u>Units</u>	<u>Rate</u>	<u>Extended</u>
Surveyor	1	8	\$45.71	\$ 365.68
Surveyor Helper	1	6	\$16.50	\$ 99.00
Foreman	1	30	\$45.00	\$ 1,350.00
Operator, Dozer	1	15	\$26.00	\$ 390.00
Operator, Motor Grader	1	10	\$27.00	\$ 270.00
Operator, Loader	1	20	\$18.00	\$ 360.00
			0% Profit	\$ -
			55% Burdens	\$ 1,559.07
			Subtotal	\$4,393.75

<u>Equipment</u>	<u>QTY</u>	<u>Units</u>	<u>Rate</u>	<u>Extended</u>
Pickup Truck	1	38	\$ 24.23	\$ 920.74
Dozer	1	15	\$ 64.85	\$ 972.75
Motor Grader	1	10	\$ 106.53	\$ 1,065.30
Loader	1	20	\$ 71.31	\$ 1,426.20
			\$ -	\$ -
			0% Profit	\$ -
			Subtotal	\$ 4,384.99

<u>Subcontractors</u>	<u>QTY</u>	<u>Units</u>	<u>Price</u>	<u>Extended</u>
Trucking (PCT)	100.00	HR	\$ 85.00	\$ 8,500.00
Traffic Control (Flasher)	30.00	HR	\$ 200.26	\$ 6,007.88
TMA (Flasher)	3.00	DAY	\$ 378.88	\$ 1,136.63
			0% Profit	\$ -
			Subtotal	\$ 15,644.50

<u>Material</u>	<u>QTY</u>	<u>Units</u>	<u>Price</u>	<u>Extended</u>
dump fee	121	LOADS	\$25.00	\$ 3,025.00
			0% Markup	\$ -
			Subtotal	\$ 3,025.00

<u>Additional Work Items</u>	<u>QTY</u>	<u>Units</u>	<u>Price</u>	<u>Extended</u>
	0	DOL	\$0.00	\$ -
			Subtotal	\$ -

TOTAL OF WORK PERFORMED	\$ 27,448.24
MARK UP (ADD 15%)	\$ 4,117.24
BOND FEE (ADD 1%)	\$ 315.65
TOTAL COST	\$ 31,881.14
UNIT PRICE (TOTAL COST/EST. QTY)	\$ 31,881.14

EMPLOYEE NUMBER	SSN	FIRST NAME	LAST NAME	DATE OF BIRTH	GENDER	CLASSIFICATION	ADDRESS	CITY	STATE	ZIP	RACE	HOURLY RATE	OT RATE
245216		TERESO	ANGEL GODINEZ		M	LABORER-UTILITY		WACO	TX	76711	H	\$ 16.50	\$ 24.75
246045		FLORENTINO	BANEGAS		M	FOREMAN, HOURLY		CAMERON	TX	76520	H	\$ 19.00	\$ 28.50
241388		JOSE	CABRERA		M	LABORER-UTILITY		TEMPLE	TX	76513	H	\$ 16.00	\$ 24.00
200687		SHAWN	CARTER		M	MECHANIC III		BERTRAM	TX	78605	W	\$ 27.00	\$ 40.50
245832		SANTOS	CASTILLO		M	FOREMAN, HOURLY		CAMERON	TX	76520	H	\$ 22.00	\$ 33.00
243114		JUSTIN	CECCHINE		M	WORK ZONE BARRICADE SERVICER		TEMPLE	TX	76502	M	\$ 17.00	\$ 25.50
243082		WILLIE	COPELAND		M	LOADER OPER-3CY OR <		HARKER HEIGHTS	TX	76548	B	\$ 16.00	\$ 24.00
246890		ROQUE	CRUZ RODRIGUEZ		M	PIPELAYER		WACO	TX	76711	H	\$ 17.50	\$ 26.25
226645		RICHARD	CUMMINS		M	MOTOR GRADER-FINE GR		LAMPASAS	TX	76550	W	\$ 27.00	\$ 40.50
241602		CORBIN	CURTIS		M	LABORER-UTILITY		TEMPLE	TX	76502	W	\$ 16.50	\$ 24.75
235501		JULIO	ESPIRICVETA		M	FORM BUILDER - STRUCTURES		CAMERON	TX	76520	H	\$ 17.00	\$ 25.50
228004		ENRIQUE	GALINDO		M	OILER III		HEIDENHEIMER	TX	76533	H	\$ 23.50	\$ 35.25
202779		GUSTAVO	GARCIA		M	BACKHOE OPERATOR		WACO	TX	76707	H	\$ 17.00	\$ 25.50
245045		JOSE	GOMEZ MATA		M	CONCRETE FINISHER		BELTON	TX	76513	H	\$ 18.00	\$ 27.00
244724		RAYMOND	HERNANDEZ		M	WORK ZONE BARRICADE SERVICER		TEMPLE	TX	76504	H	\$ 15.75	\$ 23.63
236889		SERGIO	LECHUGA		M	FOREMAN, HOURLY		TEMPLE	TX	76502	H	\$ 19.50	\$ 29.25
235793		GERARDO	LIMONES		M	PIPELAYER		WACO	TX	76707	H	\$ 15.50	\$ 23.25
246078		DAVID	LLANAS		M	FORM BUILDER - STRUCTURES		TEMPLE	TX	76502	H	\$ 16.00	\$ 24.00
246351		WILMER	MALDONADO CASTILLO		M	LABORER-UTILITY		CAMERON	TX	76520	H	\$ 15.50	\$ 23.25
228763		BENITO	MARINEZ		M	OILER III		MANOR	TX	78653	H	\$ 22.75	\$ 34.13
244696		AVILO	MATEO		M	FORM BUILDER - STRUCTURES		CAMERON	TX	76520	H	\$ 20.00	\$ 30.00
204019		STEVIE	MINTON		M	TRK DR-SNGL OR TAN AXLE DUMP		BRIGGS	TX	78608	W	\$ 18.00	\$ 27.00
239657		RAMON	PARRA VALDEZ		M	CONCRETE FINISHER		LEANDER	TX	78641	H	\$ 17.50	\$ 26.25
239265		JORGE	ROMAN- HERNANDEZ		M	LABORER-UTILITY		KILLEEN	TX	76549	H	\$ 12.27	\$ 18.41
242040		RENE	RUBIO		M	EXCAVATOR OPERATOR <50,000 LBS		BELTON	TX	76513	H	\$ 17.00	\$ 25.50
239240		DANIEL	SALAZAR		M	FOREMAN, HOURLY		KILLEEN	TX	76541	H	\$ 20.00	\$ 30.00
246070		EFRAIN	SANCHEZ		M	FORM BUILDER - STRUCTURES		CAMERON	TX	76520	H	\$ 16.00	\$ 24.00
204543		NICOLAS	SERRANO		M	FORM BUILDER - STRUCTURES		CHILTON	TX	76632	H	\$ 16.00	\$ 24.00
245431		ANDREW	STOCK		M	FORM BUILDER - STRUCTURES		TEMPLE	TX	76501	W	\$ 16.00	\$ 24.00
226126		ANASTACIO	TAMAYO		M	913 TIRE MAN		BELTON	TX	76513	W	\$ 19.00	\$ 28.50
240184		EDWIN	VANEGAS		M	LABORER-UTILITY		CAMERON	TX	76520	H	\$ 15.00	\$ 22.50
232606		WILLIAM	WEBER		M	OILER II		KILLEEN	TX	76542	W	\$ 21.00	\$ 31.50
227961		MIKE	WILLESS		M	CRAWLER TRACTOR		BELTON	TX	76513	W	\$ 26.00	\$ 39.00



FLASHER Equipment Co

www.flasherequipment.com

Main Office:
246 W Josephine St
San Antonio, Texas 78212
Phone: 210-736-4251
Fax: 210-736-2084

75 CR 372
Jarrell, Texas 76537
Phone: 512-746-4441
Fax: 512-746-4444

PROJECT: COUNTY ROAD 110 MIDDLE SECTION - WILLIAMSON
COUNTY PRECINCT 4
DATE: APRIL 17, 2019
TERMS: 30 DAYS WITH ACCOUNT / PRE PAY WITHOUT ACCOUNT
LOCATION: WILLIAMSON COUNTY

QUOTE # 14241.1
REVISED: 04/18/2019

LANE CLOSURE RATES

ITEM	Description	Unit	Qty.	Price	Amount
1	FLAGGER OPERATION TCP (2 - 1) - 18	HR	1	\$185.00	PLUS TAX
* PRICE INCLUDES SET UP WITH ALL APPROPRIATE SIGNS, TRAFFIC CONES AND REMOVAL UPON COMPLETION OF DAILY WORK. * PRICE INCLUDES 2 FLAGGERS AND 1 PILOT CAR WITH DRIVER. * PRICE EXCLUDES TMA AND OR MESSAGE BOARDS, SEE ORIGINAL PROPOSAL FOR THOSE RATES. * CONTRACTOR SHALL DETERMINE TIME FRAME FOR LANE CLOSURE.					

ARROW BOARDS, MESSAGE BOARDS, TMA, RUMBLE STRIPS

Item	Description	Unit	DAY	WEEK	MONTH
1	ARROW BOARD	EA	\$60.00	\$300.00	\$900.00
2	MESSAGE BOARD	EA	\$250.00	\$840.00	\$2,700.00
3	TMA (TRUCK MOUNTED ATTENUATOR)	EA	\$350.00	\$1,500.00	\$3,600.00
4	TEMPORARY RUMBLE STRIPS (3 STRIP ARRAY)	EA	\$60.00	\$300.00	\$900.00
* RATES DO NOT INCLUDE TAX OR DELIVERY. * ITEMS 1- 4 ARE SUBJECT TO AVAILABILITY AT THE TIME OF REQUEST.					

NOTES AND EXCLUSIONS

GENERAL

- * FLASHER EQUIPMENT WARRANTS WORKMANSHIP AND MATERIALS ONLY. REPAIRS DUE TO NORMAL WEAR, VANDALISM, OR NEGLIGENCE WILL BE PERFORMED ON AN EXTRA WORK BASIS.
- * THE CONTRACTOR SHALL PROVIDE FLASHER EQUIPMENT CO. WITH THE MOST CURRENT APPROVED AND OR REVISED PLAN SET BEFORE WORK WILL BE SCHEDULED.
- * ITEMS NOT SPECIFICALLY NOTED WILL BE ADDITIONAL.
- * PRICES DO NOT INCLUDE TAX.
- * PRICES QUOTED ARE GOOD FOR 30 DAYS.
- * ANY DISCREPENCY BETWEEN THE FLASHER EQUIPMENT COMPANY BID PROPOSAL, THIS DOCUMENT, AND THE CONTRACT DOCUMENTS, THIS BID PROPOSAL SHALL SUPERCEDE AND PREVAIL.
- * IF RETAINAGE IS NOT DEFINED BELOW, THEN ALL MONEY'S WILL BE DUE AS BILLED.
- * FLASHER EQUIPMENT COMPANY DOES NOT INDEMNIFY GENERAL CONTRACTOR OR PROJECT OWNERS FOR ACCIDENTS, INJURY, OR DEATH CAUSED SOLEY BY GENERAL CONTRACTOR OR PROJECT OWNERS ACTIVE OR PASSIVE NEGLIGENCE.

Dawn Haggard

From: Darin Stiers <DStiers@prim.com>
Sent: Tuesday, October 29, 2019 5:15 PM
To: Dawn Haggard; Eddie R. Church
Cc: 62811_1809-261_CR110Middle; Clayton Weber; James Klotz
Subject: RE: 1809-261 CR 110 Middle: Change Order #2
Attachments: 10743 - Employees charged to project.pdf; Exhibit A.pdf

Dawn,

I was able to get the first attachment from payroll. Does this suffice?

Also attached is Exhibit "A" from the Trucking Agreement with Panther Creek. Does this suffice?

If you look at Flasher's quote, Flagging is \$185 plus 8.25% tax is \$200.26(Quote indicates Plus Tax). The TMA is \$350 plus 8.25% tax is \$378.88 (the quote indicates does not include tax).

I will make phone calls tomorrow to find a dump site that will issue a quote.

Regards,

Darin Stiers
Sr. Project Manager
James Construction Group

Rental Rate Blue Book®

August 19, 2019

Miscellaneous 4X2 1 3/4 300 CONV GAS

On-Highway Light Duty Trucks

Size Class:
300 HP & Over
 Weight:
HP


Configuration for 4X2 1 3/4 300 CONV GAS

Axle Configuration	4X2	Cab Type	Conventional
Horsepower	300.0	Power Mode	Gasoline
Ton Rating	1 3/4		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,105.00	\$310.00	\$78.00	\$12.00	\$18.49	\$24.77
Adjustments						
Region (Texas: 91.4%)	(\$95.03)	(\$26.66)	(\$6.71)	(\$1.03)		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$1,009.97	\$283.34	\$71.29	\$10.97	\$18.49	\$24.23

Non-Active Use Rates

	Hourly
Standby Rate	\$4.07
Idling Rate	\$20.05

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$596.70/mo
Overhaul (ownership)	29%	\$320.45/mo
CFC (ownership)	7%	\$77.35/mo
Indirect (ownership)	10%	\$110.50/mo
Fuel (operating) @ 2.51	77%	\$14.31/hr

Revised Date: 2nd half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for ALLISON CANGELOSI (acangelosi@jcgllc.com)

Rental Rate Blue Book®

August 19, 2019

Caterpillar D5K2 TIER 4 FINAL/STAGE IV

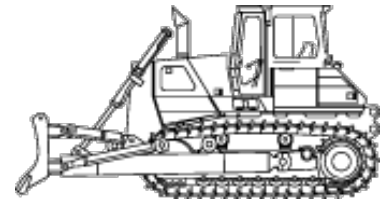
Standard Crawler Dozers

Size Class:

85 - 104 HP

Weight:

HP



Configuration for D5K2 TIER 4 FINAL/STAGE IV

Dozer Type	Blade	Net Horsepower	104 hp
Operator Protection	ROPS/FOPS	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$6,055.00	\$1,695.00	\$425.00	\$64.00	\$34.27	\$68.67
Adjustments						
Region (Texas: 88.9%)	(\$672.10)	(\$188.15)	(\$47.17)	(\$7.10)		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$5,382.90	\$1,506.85	\$377.83	\$56.90	\$34.27	\$64.85

Non-Active Use Rates

	Hourly
Standby Rate	\$14.37
Idling Rate	\$43.99

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	\$1,816.50/mo
Overhaul (ownership)	53%	\$3,209.15/mo
CFC (ownership)	9%	\$544.95/mo
Indirect (ownership)	8%	\$484.40/mo
Fuel (operating) @ 3.07	39%	\$13.41/hr

Revised Date: 2nd half 2019

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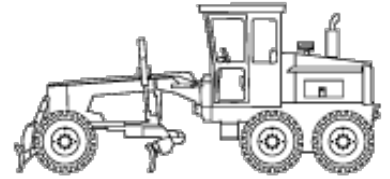
Rental Rate Blue Book®

August 19, 2019

Caterpillar 140M3

Articulated Frame Graders

Size Class:
200 - 249 HP
 Weight:
HP



Configuration for 140M3

Moldboard Size
 Operator Protection

12.0 ft
ROPS/FOPS

Net Horsepower
 Power Mode

200.0 hp
Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$11,330.00	\$3,175.00	\$795.00	\$120.00	\$49.30	\$113.68
Adjustments						
Region (Texas: 88.9%)	(\$1,257.63)	(\$352.42)	(\$88.25)	(\$13.32)		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$10,072.37	\$2,822.57	\$706.76	\$106.68	\$49.30	\$106.53

Non-Active Use Rates

Hourly

Standby Rate

\$31.48

Idling Rate

\$76.88

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	\$3,852.20/mo
Overhaul (ownership)	45%	\$5,098.50/mo
CFC (ownership)	11%	\$1,246.30/mo
Indirect (ownership)	10%	\$1,133.00/mo
Fuel (operating) @ 3.07	40%	\$19.65/hr

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Rental Rate Blue Book®

August 19, 2019

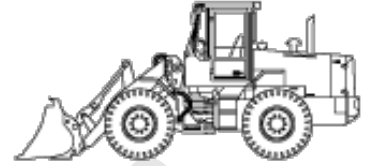
Caterpillar 938K (disc. 2015)

4-Wd Articulated Wheel Loaders

Size Class:

150 - 174 HP

Weight:

35104 HP


Configuration for 938K (disc. 2015)

Bucket Capacity - Heaped
Operator Protection

3.2 cu yd
ROPS/FOPS

Net Horsepower
Power Mode

173.0 hp
Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$6,850.00	\$1,920.00	\$480.00	\$72.00	\$36.71	\$75.63
Adjustments						
Region (Texas: 88.9%)	(\$760.35)	(\$213.12)	(\$53.28)	(\$7.99)		
Model Year (2015: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$6,089.65	\$1,706.88	\$426.72	\$64.01	\$36.71	\$71.31

Non-Active Use Rates

Hourly

Standby Rate

\$21.80

Idling Rate

\$51.60

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	\$2,808.50/mo
Overhaul (ownership)	37%	\$2,534.50/mo
CFC (ownership)	12%	\$822.00/mo
Indirect (ownership)	10%	\$685.00/mo
Fuel (operating) @ 3.07	46%	\$17.00/hr

Revised Date: 2nd half 2019

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EXHIBIT A
10743-TSA01

SCOPE OF WORK

SUBCONTRACTOR

PROJECT

CONTRACTOR

Panther Creek Transportation Inc
James Construction Group, LLC
P O Box 2715
Georgetown, Tx 78627

1809-261

WILLIAMSON Co. - CR 110 MIDDLE SECTION

P.O. Box 90022
Baton Rouge, LA 70879-9022

Item	Contract Item	Description	Quantity	UM	Unit Price	Extended Price
1	0247 6044	FREIGHT - FLEX BASE - TY A, GR 4	61,994.410	TON	5.500	340,969.26
2	J102 028	FREIGHT - FLEX BASE - TY A, GR 4	20.000	TON	5.500	110.00
3	0403 6001	FREIGHT - 1" LIMESTONE FOR TEMP SHORING	40.000	TON	5.500	220.00
4	8888	12" LIMESTONE	663.600	TON	5.500	3,649.80
5	8888	18" LIMESTONE	1,650.600	TON	5.500	9,078.30
6	0110 6001	ON-SITE HAULING - TRAILERS	612.000	HR	85.000	52,020.00
7	0110 6001	ON-SITE HAULING - TRIAXLES	50.000	HR	65.000	3,250.00

Total Subcontract \$409,297.36

COPELAND QUARRY, INC.

PO Box 222

Hutto, Tx 78634

Office (512) 864-9121 * Fax (512) 869-8508

CopelandQuarry@gmail.com

****Prices only for 6 or more tons ***

Haul Off /12 yards (rock & dirt) ~\$25.00/concrete/Asphalt \$45.00/55.00/rebar

Haul Off/ 13-15 yards (rock & dirt) ~~~~\$35.00/concrete \$65.00/75.00/rebar

Haul Off /16-24 yards (rock & dirt) ~~~~\$40.00/concrete \$75.00/85.00/rebar

Fill Material ~~~~~\$5.10/ton

Landscaping Rocks ~~~~~\$50.00/ton

*Granite ~~~~~\$28.00/ton +tax

*Crushed Concrete Road Base ~~~~~\$7.25/ton +tax

Top Soil/Black Dirt ~~~~~\$4.95/ton

*Sand ~~~~~\$9.00/ton

Dark Loam Unscreened ~~~~~\$6.00/ton

Dark Loam Screened ~~~~~\$12.00/ton

*Crushed Asphalt ~~~~~\$16.00/ton +tax

*Washed Screened Rock ~~~~~\$16.00/ton

*Unwashed Screened rock ~~~~~\$13.00/ton

Over Size Rock (rip rap) ~~~~~\$16.00/ton

3x5 Rock or 3x5 crushed concrete ~~~~~\$13.00/ton

Arena Sand ~~~~~\$20.00/ton

Sandy Loam ~~~~~\$15.00/ton

*Crushed Limestone ~~~~~\$9.00/ton +tax

*Masonry sand ~~~~~\$20.00/ton

*Utility sand ~~~~~\$15.00/ ton

****Prices Per ½ Bucket ***

Pick-up load of Granite ~~~~~\$90.00/\$120.00

Pick-up load of Crushed Asphalt /trailer load ~~~~~\$65.00/\$95.00

Pick-up load of Dark Loam/Black Dirt/Fill ~~~~~\$45.00 /\$55.00

Pick-up load of Crushed Concrete Base /trailer load ~~~~~\$45.00/ \$60.00

Pick-up load of Sandy loam/trailer load ~~~~~\$60.00/\$75.00

Pick-up load of Sand ~~~~~\$55.00/75.00

Pick-up load of Arena Sand ~~~~~\$75.00/120.00

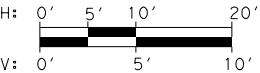
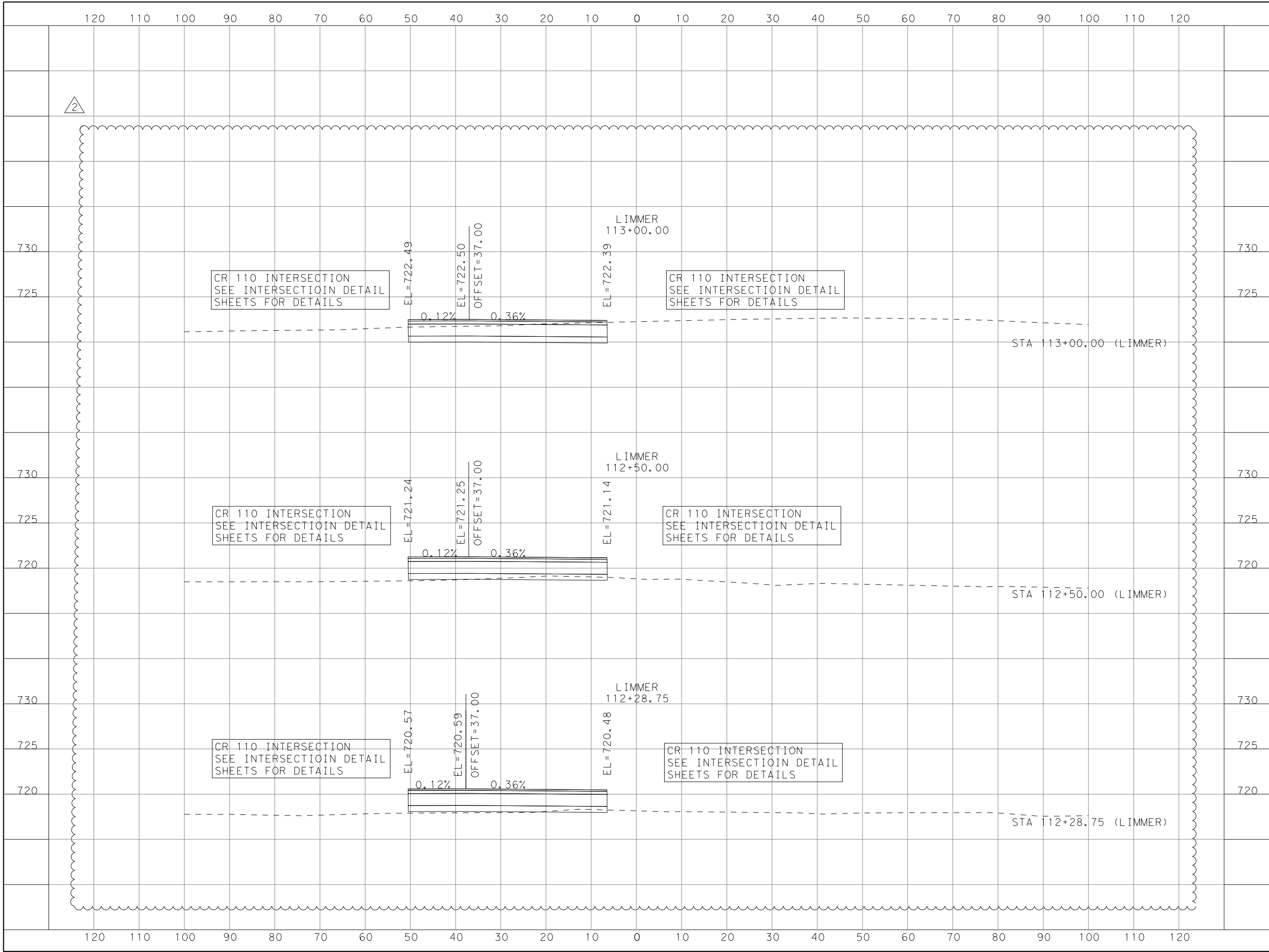
Pick-up load of Screened Rock ~~~~~\$75.00/95.00 washed

Pick- up load of unwashed screened rock ~~~~~\$55.00/\$95.00 unwashed

*Call for availability of marked items *Price subject to change *effective 1/1/2019

Physical Address Only 779 North FM 1660 (do not send mail!)

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DATE	BY	REV	REVISION
12/18/17	NA	1	PROFILE REVISION
01/05/18	NA	2	PROFILE REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8995
3409 EXECUTIVE CENTER DR., STE 129 AUSTIN, TX 78731 (512) 345-8505

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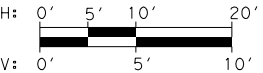
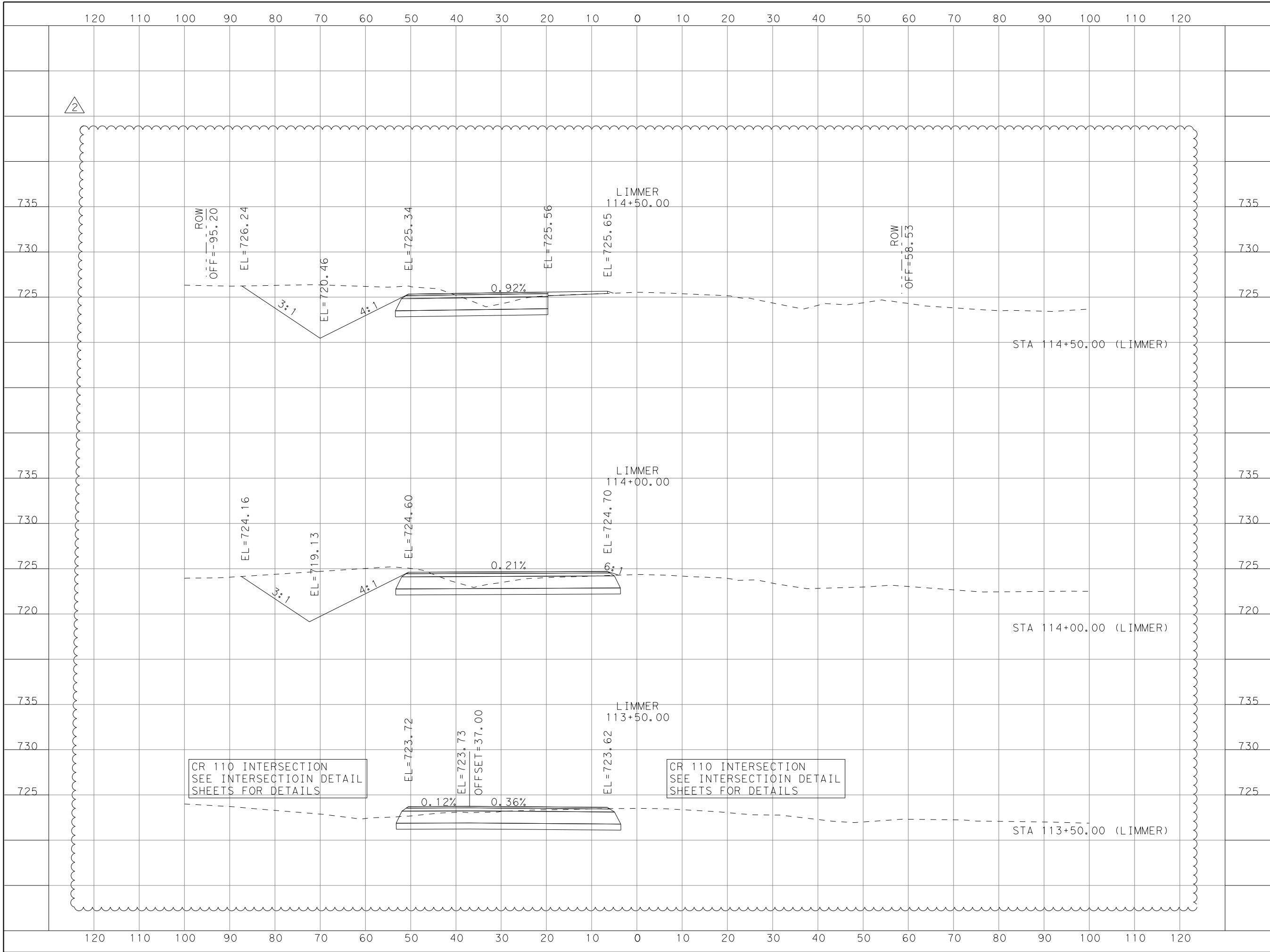
CR 110 SOUTH

LIMMER LOOP
CROSS SECTIONS

SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=10'

DESIGNED:		JH	
DRAWN:		JH	
CHECKED:		GV	
STATE	COUNTY	PRECINCT	SHEET NO.
TEXAS	WILLIAMSON	4	96

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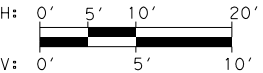
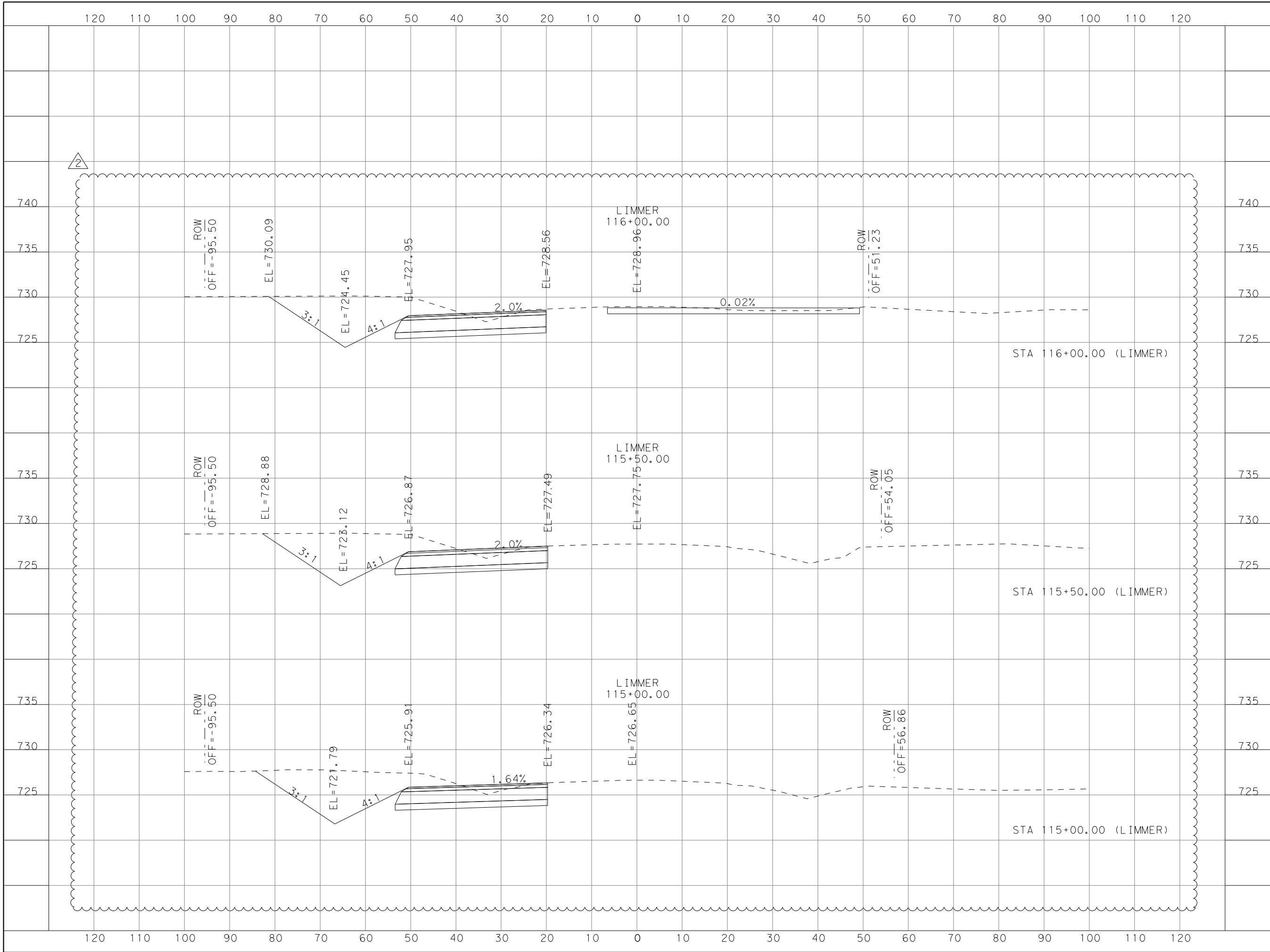
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CR 110 SOUTH
LIMMER LOOP
CROSS SECTIONS

SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=10'

DESIGNED:		JH	
DRAWN:		JH	
CHECKED:		GV	
STATE	COUNTY	PRECINCT	SHEET NO.
TEXAS	WILLIAMSON	4	97

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1/5/2018

DATE	BY	REV	REVISION
12/18/17	NA	1	PROFILE REVISION
01/05/18	NA	2	PROFILE REVISION

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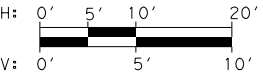
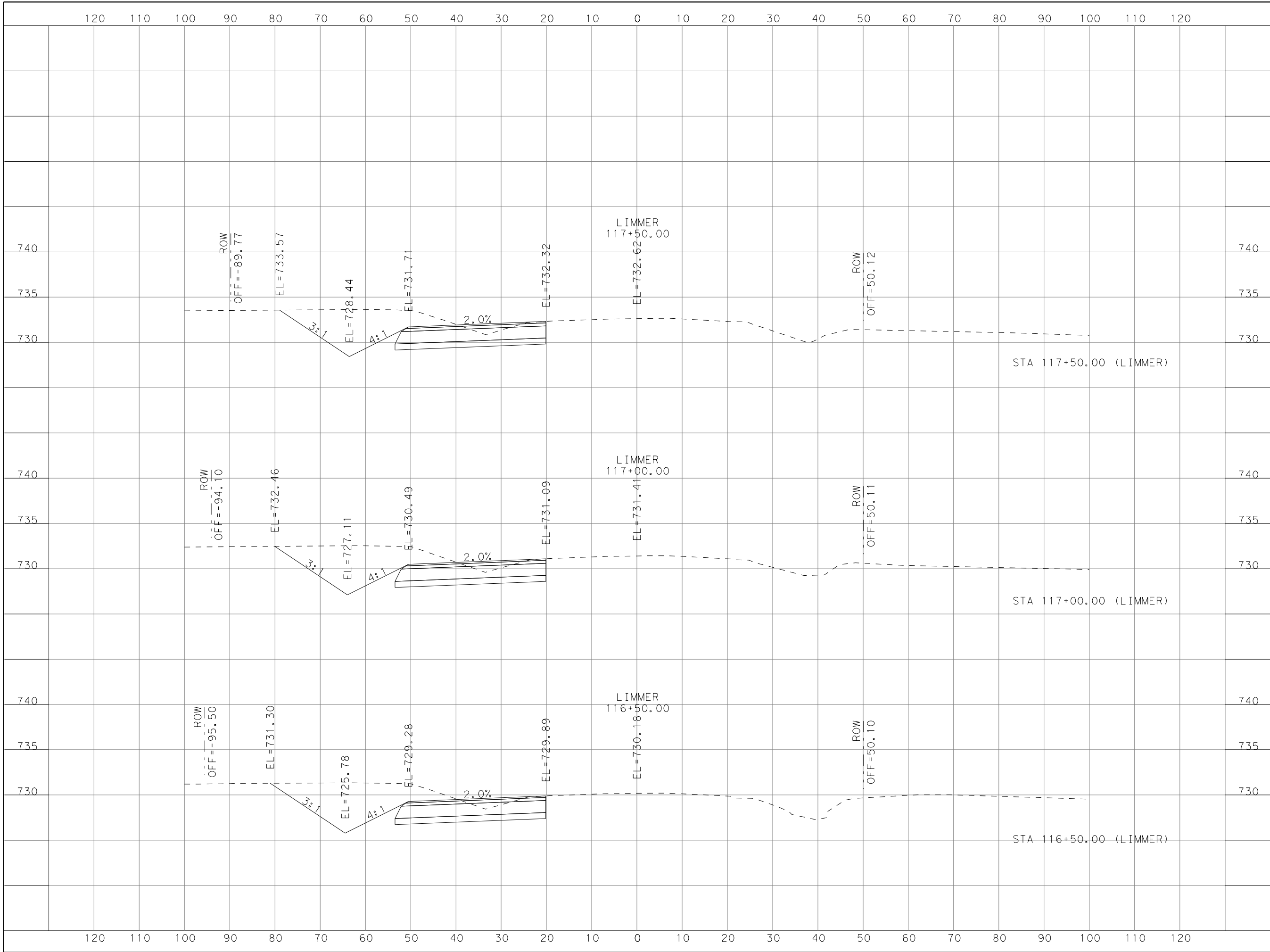
LIMMER LOOP
CROSS SECTIONS

SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=10'

SHEET 3 OF 9

DESIGNED:		JH	
DRAWN:		JH	
CHECKED:		GV	
STATE	COUNTY	PRECINCT	SHEET NO.
TEXAS	WILLIAMSON	4	98

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DATE: 7/28/2016 TIME: 8:56:21 PM USER: tleva



Tommy G. Levario
7/28/16

DATE	BY	REV	REVISION

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ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8995
3409 EXECUTIVE CENTER DR., STE 129 AUSTIN, TX 78731 (512) 345-8505

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CR 110 SOUTH

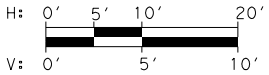
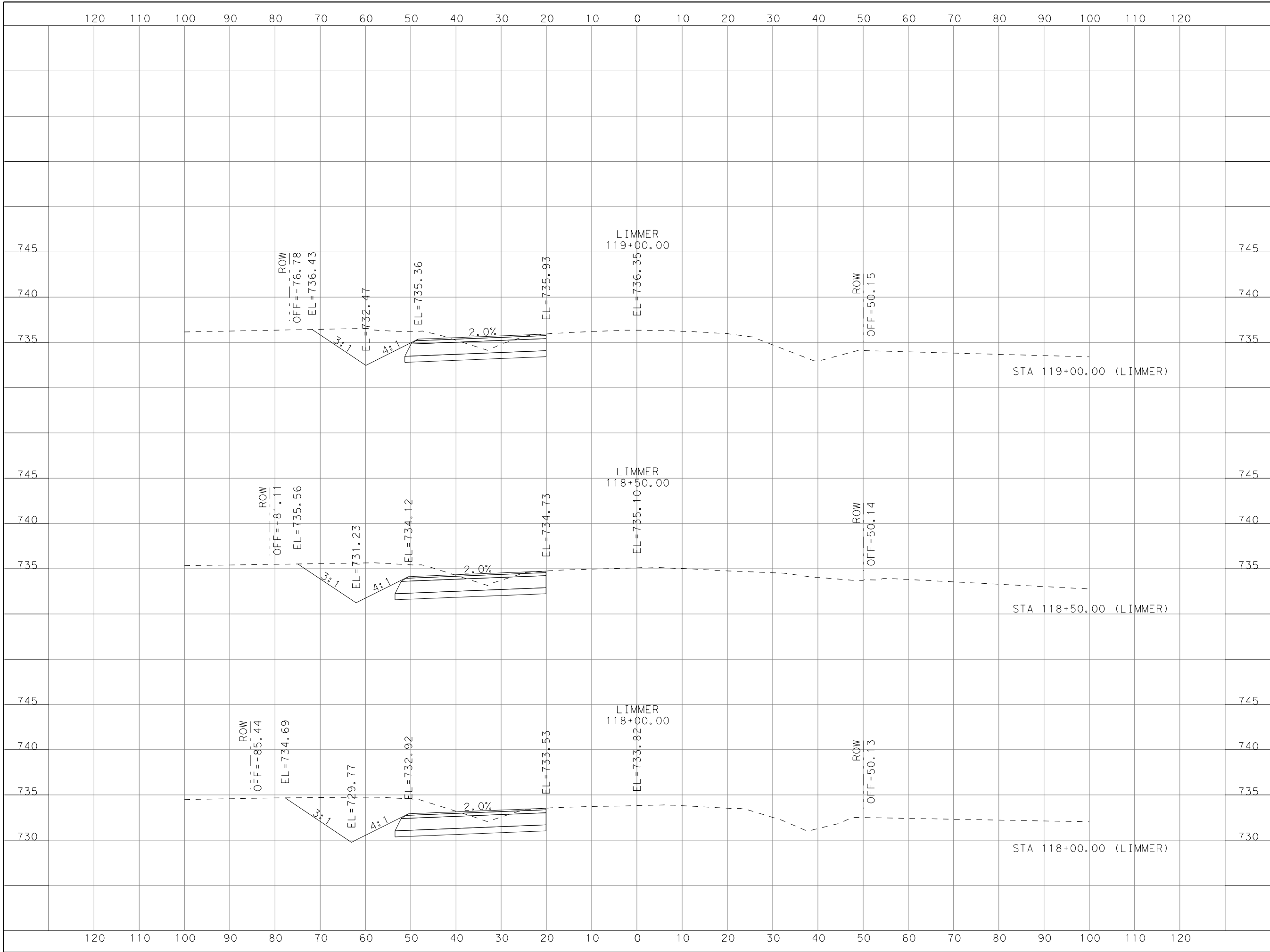
LIMMER LOOP
CROSS SECTIONS

SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=10'

SHEET 4 OF 9

DESIGNED:		JH	
DRAWN:		JH	
CHECKED:		GV	
STATE	COUNTY	PRECINCT	SHEET NO.
TEXAS	WILLIAMSON	4	99

FILE: pw:\us-hou-pw01.dannenbaum.local\Documents\Transportation\4862-01\Geopak\LIMMER.XS+SHEETS.dgn
DATE: 7/28/2016 TIME: 8:56:21 PM USER: tlevor11



Tommy G. Levario
7/28/16

DATE	BY	REV	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8995
3409 EXECUTIVE CENTER DR., STE 129 AUSTIN, TX 78731 (512) 345-8505

WILLIAMSON COUNTY
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CR 110 SOUTH

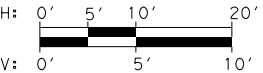
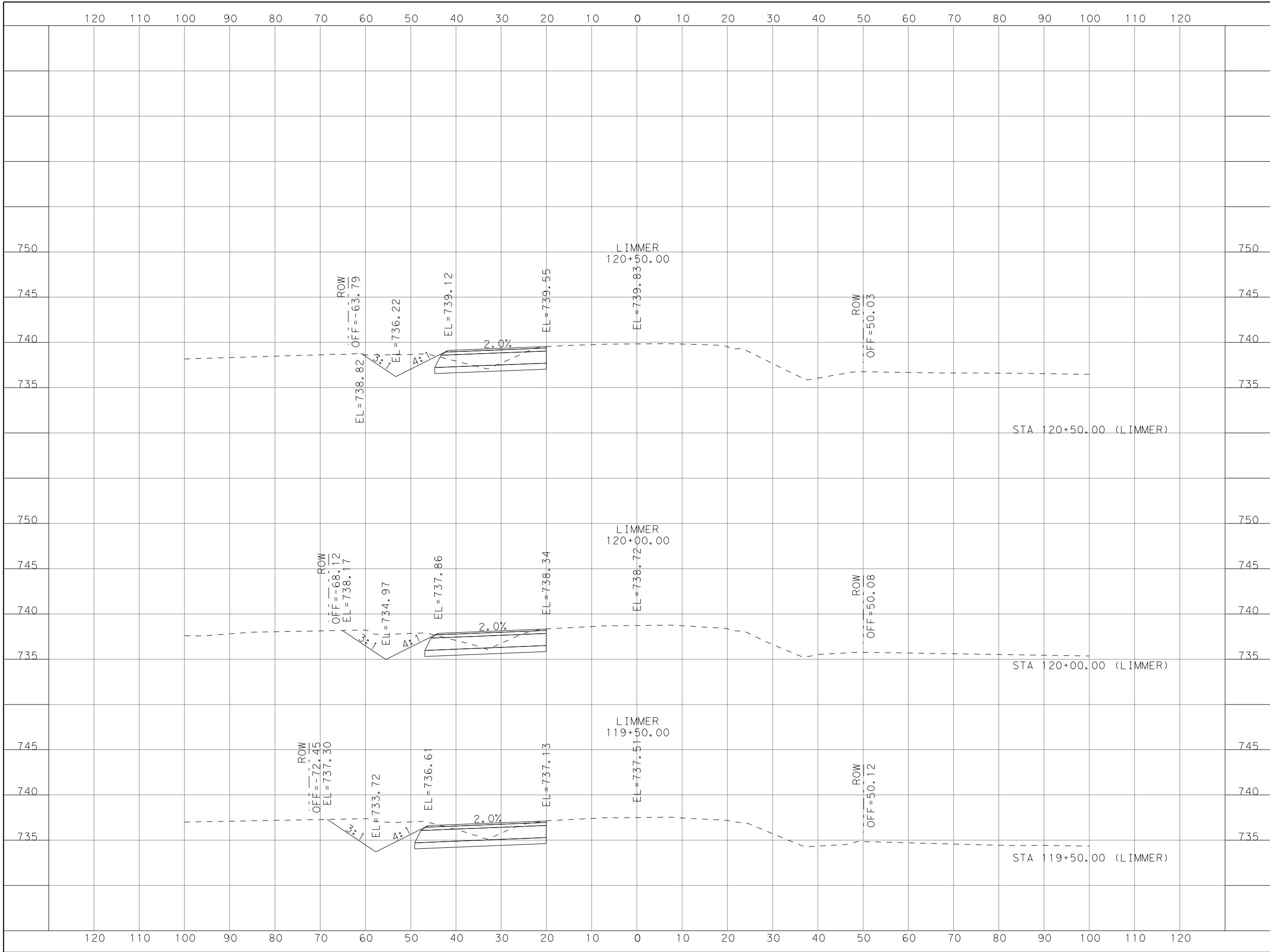
LIMMER LOOP
CROSS SECTIONS

SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=10'

SHEET 5 OF 9

DESIGNED:		JH	
DRAWN:		JH	
CHECKED:		GV	
STATE	COUNTY	PRECINCT	SHEET NO.
TEXAS	WILLIAMSON	4	100

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DATE: 7/28/2016 TIME: 8:56:22 PM USER: levario



STATE OF TEXAS

★

TOMMY G. LEVARIO

81258

REGISTERED PROFESSIONAL ENGINEER

7/28/16

DATE	BY	REV	REVISION

W

WILLIAMSON COUNTY

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CR 110 SOUTH

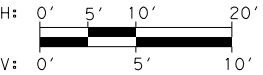
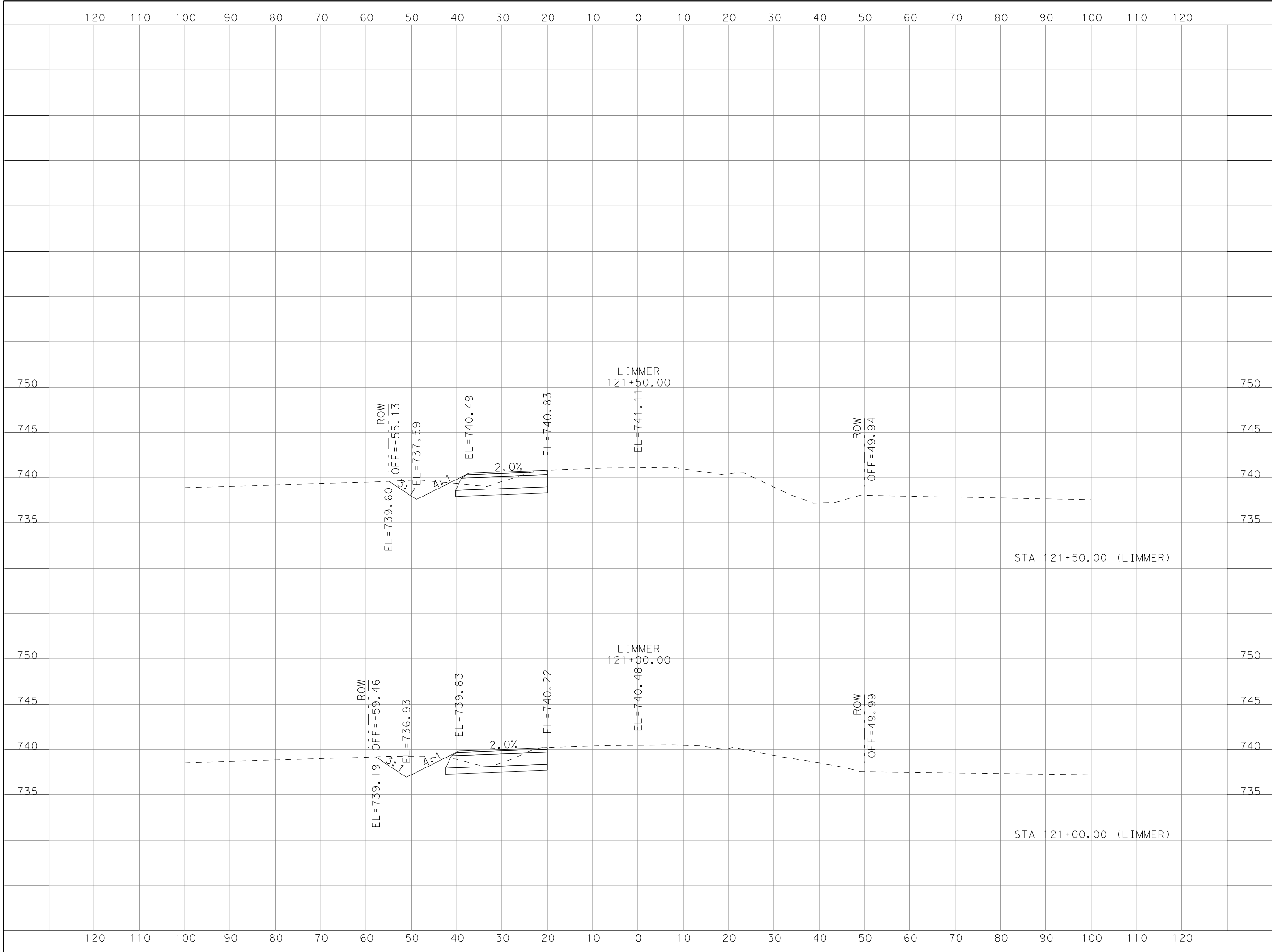
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CROSS SECTIONS

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VERTICAL 1"=10'

SHEET 6 OF 9

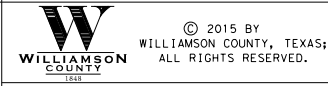
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CHECKED:	GV		
STATE	COUNTY	PRECINCT	SHEET NO.
TEXAS	WILLIAMSON	4	101

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DATE: 7/28/2016 TIME: 8:56:22 PM USER: tlevart



DATE	BY	REV	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8995
3409 EXECUTIVE CENTER DR., STE 129 AUSTIN, TX 78731 (512) 345-8505



CR 110 SOUTH

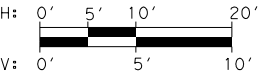
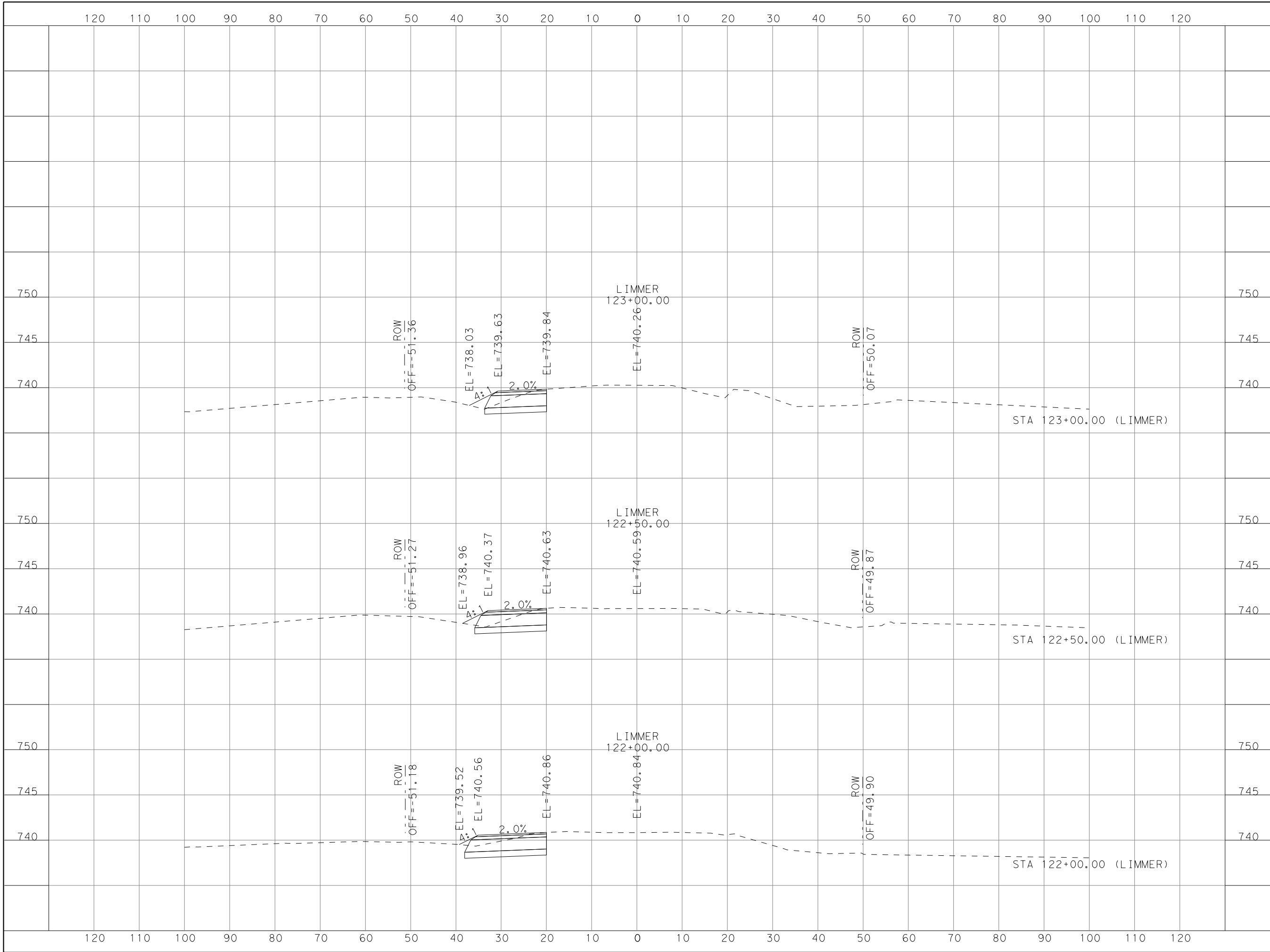
LIMMER LOOP
CROSS SECTIONS

SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=10'

SHEET 7 OF 9

DESIGNED:		JH	
DRAWN:		JH	
CHECKED:		GV	
STATE	COUNTY	PRECINCT	SHEET NO.
TEXAS	WILLIAMSON	4	102

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DATE: 7/28/2016 TIME: 8:56:22 PM USER: tlevor11



Tommy G. Levario
7/28/16

DATE	BY	REV	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
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CR 110 SOUTH

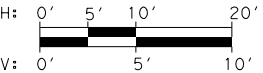
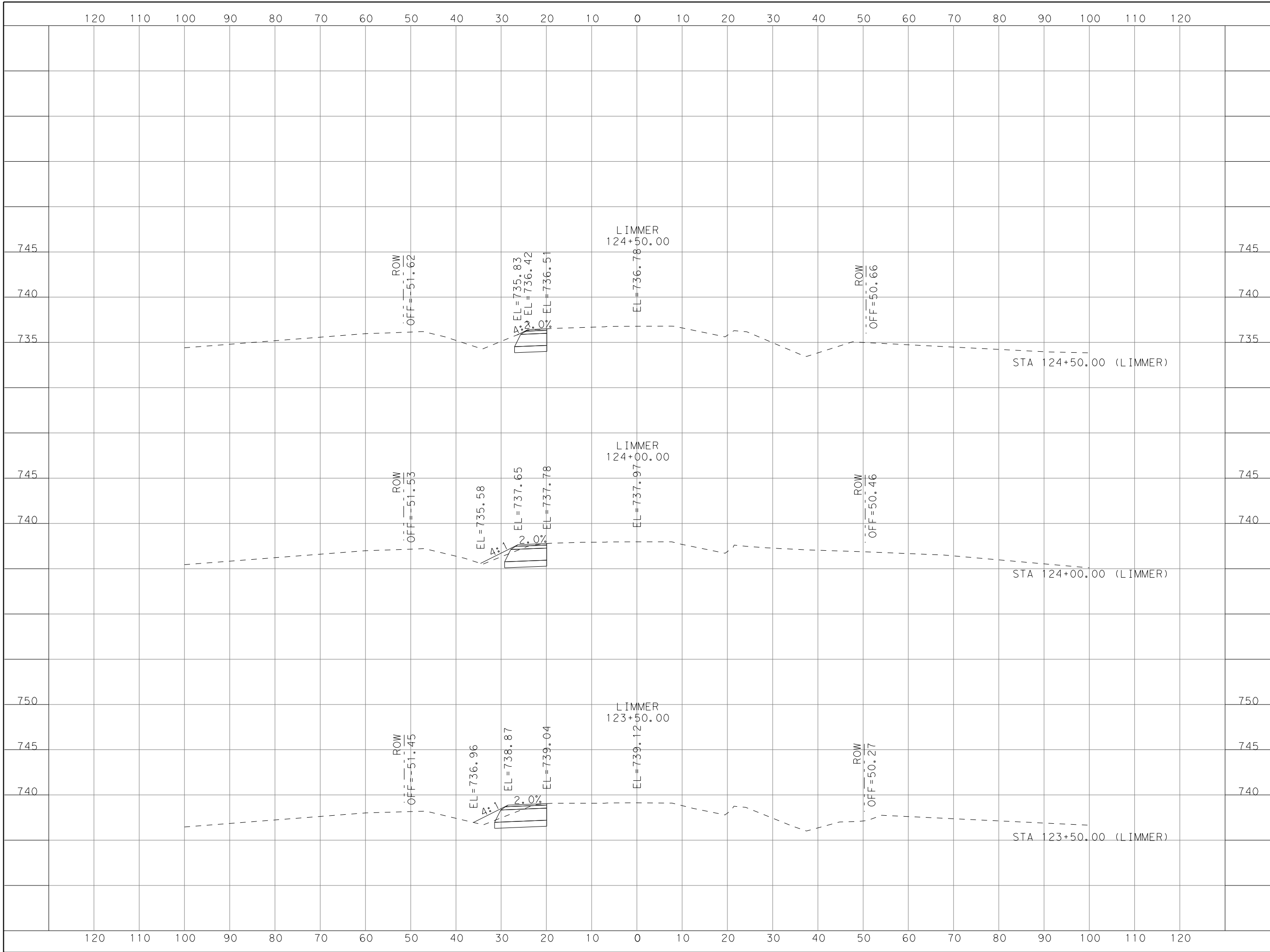
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CROSS SECTIONS

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VERTICAL 1"=10'

SHEET 8 OF 9

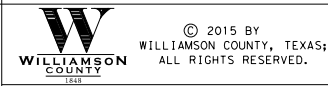
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DRAWN:	JH		
CHECKED:	GV		
STATE	COUNTY	PRECINCT	SHEET NO.
TEXAS	WILLIAMSON	4	103

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DATE: 7/28/2016 TIME: 8:56:23 PM USER: levaro t t



DATE	BY	REV	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8995
3409 EXECUTIVE CENTER DR., STE 129 AUSTIN, TX 78731 (512) 345-8505



CR 110 SOUTH

LIMMER LOOP
CROSS SECTIONS

SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=10'

SHEET 9 OF 9

DESIGNED:		JH	
DRAWN:		JH	
CHECKED:		GV	
STATE	COUNTY	PRECINCT	SHEET NO.
TEXAS	WILLIAMSON	4	104

Commissioners Court - Regular Session**45.****Meeting Date:** 12/17/2019

1907-331 Smith Contracting Change Order No 1

Submitted For: Terron Evertson**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Change Order No 1 to contract number IFB 1907-331, in the amount of \$10,920.12 for CR 279 Stabilizing, Milling and Overlay from CR 281 to Liberty Hill City Limits.

Background

This Change Order is for installing rock filter dams to address and control the erosion of fresh topsoil installed due to heavy rain. Original contract amount was \$986,624.94. With the addition of this change order, of \$10,920.12, the contract amount will be \$997,545.06. Funding source: 01.0200.0210.003599.

Fiscal Impact

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

Attachments1907-331 Smith Contracting Change Order No 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 12:07 PM

Started On: 12/12/2019 11:29 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Smith Contracting

2. Change Order Work Limits: Sta. 19+50.00 to Sta. 43+00.00

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2D (3 Max. - In order of importance - Primary first)

Project: 1907-331

Roadway: CR 279

Purchase Order
Number: _____

5. Describe the work being revised:

Environmental remediation

6. Work to be performed in accordance with Items: All

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR

Date

12/6/19

By

Typed/Printed Name

Christopher R. Lopez

Typed/Printed Title

Project Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: \$10,920.12

RECOMMENDED FOR EXECUTION:

[Signature] 12/6/19
Project Manager Date

Construction Observer

[Signature] 12/12/19
Design Engineer Date

[Signature] 12/12/19
Program Manager Date

Design Engineer's Seal:



County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge Date

Project # 1907-331

CHANGE ORDER NUMBER: 1

TABLE A: Force Account Work and Materials Placed into Stock

[illegible]

TABLE B: Contract Items

			ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	QUANTITY	OVERRUN/ UNDERUN
502-6001A	BARRICADES, SIGNS AND TRAFFIC HANDLING	DAY	\$84.00		\$0.00	3.00	\$252.00	3.00	\$252.00
506-6002	ROCK FILTER DAMS (INSTALLITY 2)	LF	\$35.00		\$0.00	240.00	\$8,400.00	240.00	\$8,400.00
506-6011	ROCK FILTER DAMS (REMOVALITY 2)	LF	\$9.00		\$0.00	240.00	\$2,160.00	240.00	\$2,160.00
9-7.1.8	BOND COST FOR EXTRA WORK (1%)	LS	\$108.12		\$0.00	1.00	\$108.12	1.00	\$108.12
TOTALS					\$0.00		\$10,920.12		\$10,920.12

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session**46.****Meeting Date:** 12/17/2019

CR 111 Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action authorizing the County Judge to execute a Real Estate Contract with Samuel Glenn Patterson for right of way needed on the CR 111 project (Parcel 18). Funding: Road Bonds P249

Background

Fiscal Impact

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

AttachmentsPatterson (18) Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 09:19 AM

Started On: 12/12/2019 09:12 AM

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 18

THIS REAL ESTATE CONTRACT ("Contract") is made by SAMUEL GLENN PATTERSON (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 1.378 acre (approximately 60,035 Sq. Ft.) tract of land in the W. Addison Survey, Abstract No. 21, in Williamson County, Texas, said land being a portion of that certain tract of land, called 7.00 acres, as conveyed to Samuel Glenn Patterson by deed as recorded in Volume 1902, Page 459, of the Official Records of Williamson County, Texas; said 1.378 acre tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 18**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of TWO HUNDRED-FIVE THOUSAND NINE HUNDRED FORTY-FOUR and 00/100 Dollars (\$205,944.00).

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**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Independence Title Company on or before January 24, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or

within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to 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.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:



Samuel Glen Patterson

Address: 3651 CR 110
Georgetown TX. 78626

Date: 12/11/19

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel: 18
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 18

BEING 1.378 acres (60,033 Square Feet) of land, situated in the W. Addison Survey, Abstract No. 21, in Williamson County, Texas, said land being a portion of that certain tract of land, called 7.00 acres, as conveyed to Samuel Glenn Patterson by deed as recorded in Volume 1902, Page 459, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a calculated point (Surface Coordinates determined as N=10194252.65, E=3148806.20) on the north line of County Road No. 110 for the Southeast corner of the above-referenced 7.00 acre Samuel Glenn Patterson tract, being the Southwest corner of that certain tract of land, called 15.12 acres, as conveyed to John Valenta and wife, Myra Valenta, by deed as recorded in Volume 2225, Page 432, of the Official Records of Williamson County, Texas, for the Southeast corner hereof, from which a ½-inch iron rebar found for the Northeast corner of the above-referenced 7.00 acre Samuel Glenn Patterson tract bears N 16°50'30" W, 511.70 feet;

THENCE, along the said north line of County Road No. 110, S 73°13'30" W, 610.64 feet to an iron pin found marking the Southwest corner of the said 7.00 acre Samuel Glenn Patterson tract, being the Southeast corner of that certain tract of land, called 7.00 acres, as conveyed to Iva Elizabeth Patterson by deed as recorded in Volume 1902, Page 462, of the Official Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, along the west line of the 7.00 acre Samuel Glenn Patterson tract, being the east line of the said 7.00 acre Iva Elizabeth Patterson tract, N 16°47'00" W, 78.52 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 118+99.96 for the Northwest corner hereof;

THENCE, N 69°31'00" E, 611.80 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 125+11.75 on the east line of the said 7.00 acre Samuel Glenn Patterson tract, being the west line of the said 15.12 acre Valenta tract, for the Northeast corner hereof;

THENCE, S 16°50'30" E, 118.12 feet to the Place of **BEGINNING** and containing 1.378 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane


STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.



Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



Project No. 22009

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 18.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION

7.00 AC
NA ELIZABETH PATTERSON
1902/462

7.00 AC
SAMUEL GLENN PATTERSON
1902/459

15.12 AC
JOHN VALENTA AND WIFE.
MYRA VALENTA
2225/432

STA. 118+99.96
O/S 68.00' LT
W ADDISON
ABSTRACT No. 21

60,033 SF
1.378 AC

STA. 125+11.75
O/S 68.00' LT

PROPOSED ROW

N 69° 31' 00" E 611.80'

(S 75° 44' W 610.62')
S 73° 13' 30" W 610.64'

CR 110

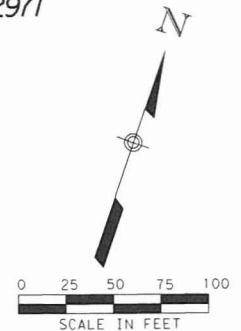
C BELL
ABSTRACT No. 112

POINT OF BEGINNING
STA. 125+04.23
O/S 49.88' RT
SURFACE COORDINATES
N 10194252.65
E 3148806.20

5.000 AC
DEBRA BRIGGS
2001029503

5.000 AC
BERNARD ANDERSON &
WIFE GLADYS ANDERSON
2001029504

TRACT TWO
223.20 AC
BERNARD S. &
GLADYS R.
ANDERSON TRUST
2010022971



PAGE 1 OF 2

STEGE BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 T/F 512.930.9411 W 512.930.9412
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

SAMUEL GLENN PATTERSON

SCALE:
1"=100'

PARCEL:
18

PROJECT:
CR 111

COUNTY:
WILLIAMSON

W
WILLIAMSON
COUNTY
1848

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 16°47'00" W	78.52'
L2	S 16°50'30" E	118.12'
L3	N 69°31'00" E	63.99'
L4	N 73°11'00" E	589.45'
(L4)	S 75°34'45" W	589.25'
L5	N 69°31'00" E	602.03'
L6	S 73°10'45" W	162.97'
(L6)	S 75°44' W	162.99'

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

1. LONE STAR GAS COMPANY, VOL. 239, PG. 19
2. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 276
3. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 278
4. TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY, VOL. 555, PG. 278
5. JONAH WATER SUPPLY CORP., VOL. 563, PG. 590
6. JONAH WATER SUPPLY CORP., VOL. 1032, PG. 470

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature]
 12-15-16
 PATRICK J. STEVENS
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
 STATE OF TEXAS



PAGE 2 OF 2

STEGER BIZZELL	
ADDRESS 1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
TEL 512.930.9412	FAX 512.930.9412
WEB STEGERBIZZELL.COM	
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS	

PARCEL PLAT SHOWING PROPERTY OF:

SAMUEL GLENN PATTERSON

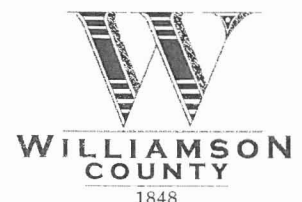
SCALE:
1"=100'PARCEL:
18PROJECT:
CR 111COUNTY:
WILLIAMSON

EXHIBIT "B"

Parcel 18

DEED

County Road 111/Westinghouse Road 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 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 SAMUEL GLENN PATTERSON, a single person, 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:

All of that certain 1.378 acre (60,035 Sq. Ft.) tract of land in the W. Addison Survey, Abstract No. 21, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 18**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" 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 CR 111/Westinghouse 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.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2019.

[signature page follows]

GRANTOR:

Samuel Glenn Patterson

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2019 by Samuel Glenn Patterson, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
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**47.****Meeting Date:** 12/17/2019

Corridor C Rivery City Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action authorizing the County Judge to execute a Real Estate Contract with Rivery City Partners, LTD. for right of way needed on the Corridor C- SH 29 Bypass project (Parcel 2 Part 2).

Funding: Road Bonds P459

Background

Fiscal Impact

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

Attachments

[River City Partners Contract Parcel 2 Part 2](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 09:20 AM

Started On: 12/12/2019 09:15 AM

REAL ESTATE CONTRACT

Corridor C—SH29 Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by RIVER CITY PARTNERS, LTD. (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 of land described as follows:

All of that certain 1.854 acre (80,776 Sq. Ft.) tract of land out of the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas; being part of that certain 82.94 acre tract conveyed in Warranty Deed to River City Partners, Ltd., dated January 21, 2016, recorded in Document No. 2016005898, Official Public Records, Williamson County, Texas; subject property being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein (**Parcel 2, Tract 2**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of SEVENTY-NINE THOUSAND and 00/100 Dollars (\$79,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

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.

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Independence Title Company on or before January 24, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", 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.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) 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 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. Agricultural roll-back taxes, if any, 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 incurring same respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

River City Partners, Ltd.

By: Gerald W Broesche
Gerald Broesche, President

Address: PO Box 4648
Austin Texas 78765

Date: 11-11-2019

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 2, PART 2

DESCRIPTION OF A 1.854 ACRE (80,776 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 82.94 ACRE (EAST TRACT) DESCRIBED IN WARRANTY DEED TO RIVER CITY PARTNERS, LTD. RECORDED IN DOCUMENT NO. 2016005898 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.854 ACRE (80,776 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with aluminum cap stamped "FOREST RPLS 1847" found in the existing southeasterly Right-of-Way (ROW) line of Patriot Way (C.R. 104) (variable width ROW), being the westerly corner of the remainder of that called 101.06 acre (Tract II) described in Warranty Deed With Vendor's Lien to David Curtis Belt and Patricia Carol Belt, husband and wife, recorded in Volume 2206, Page 720 of the Official Records of Williamson County, Texas, same being the northerly corner of said 82.94 acre tract;

THENCE, departing said existing ROW line, with the common boundary line of said remainder of the 101.06 acre tract and said 82.94 acre tract, S 27°26'56" E for a distance of 3402.55 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10199314.36, E=3154135.08 TxSPC Zone 4203) set 203.00 feet left of proposed Corridor C baseline station 142+15.69, in the northerly proposed Right-of-Way line (ROW) of Corridor C (variable width ROW), for the northeasterly corner and POINT OF BEGINNING of the herein described tract;

- 1) THENCE, departing said proposed ROW line, continuing with said common boundary line, S 27°26'56" E for a distance of 377.91 feet to a 1/2" iron rod found, being in the ostensible survey line of said Woodruff Stubblefield Survey and the John McQueen Survey, Abstract No. 126, same being the southwesterly corner of said remainder of the 101.06 acre tract, also being in the northerly boundary line of the easterly remainder of that called 46.75 acre (Tract One) cited in Warranty Deed to La Miraj, Ltd recorded in Volume 2055, Pg. 142 of the Official Records of Williamson County, Texas, and described in Volume 847, Page 898 of the Deed Records of Williamson County, Texas, for the southeasterly corner of said 82.94 acre tract and the herein described tract, and from which, a 3/4" ID pipe found in the southerly boundary line of said remainder of the 101.06 acre tract, same being the northeasterly corner of said easterly remainder of the 46.75 acre tract bears, with said ostensible survey line N 67°38'12" E at a distance of 54.41 feet;
- 2) THENCE, departing said 101.06 acre tract, with the common boundary line of said 82.94 acre tract and said easterly remainder of the 46.75 acre tract, S 68°34'43" W for a distance of 61.20 feet to an iron rod with plastic cap stamped "FOREST RPLS 1847" found, being in the existing northeasterly ROW line of S.H. 130 (variable width ROW), for the southwesterly corner of said 82.94 acre tract and the herein described tract;

THENCE, with the common line of said existing ROW line of S. H. 130 and said 82.94 acre tract, the following two (2) courses:

- 3) Along a non-tangent curve to the left, having a delta angle of 12°45'53", a radius of 3345.63 feet, an arc length of 745.34 feet and a chord which bears N 62°39'63" W for a distance of 743.80 feet to an iron rod with aluminum cap stamped "Texas Dept. of Trans." found, for a point of non-tangency;
- 4) N 65°26'49" W for a distance of 36.54 feet to an iron rod with aluminum cap stamped "ROW 4933" set 412.28 feet left of proposed Corridor C baseline station 136+78.24, for the northwesterly corner of the herein described tract;

THENCE, departing said existing northeasterly ROW line of S. H. 130, through the interior of said 82.94 acre tract, with said proposed northerly ROW line, the following two (2) courses:

County: Williamson
Parcel: 2, Part 2
Project: Corridor C

July 8, 2019
Page 2 of 4

- 5) Along a non-tangent curve to the left, having a delta angle of $19^{\circ}03'35''$, a radius of 1270.00 feet, an arc length of 422.47 feet and a chord which bears $S\ 81^{\circ}31'41''\ E$ for a distance of 420.53 feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet left of proposed Corridor C baseline station 140+43.00, for a point of non-tangency;
- 6) $N\ 68^{\circ}37'35''\ E$ for a distance of 172.69 feet to the POINT OF BEGINNING, containing 1.854 acre, (80,776 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

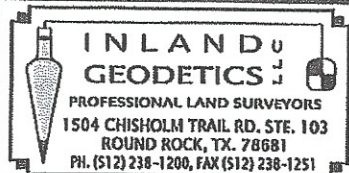
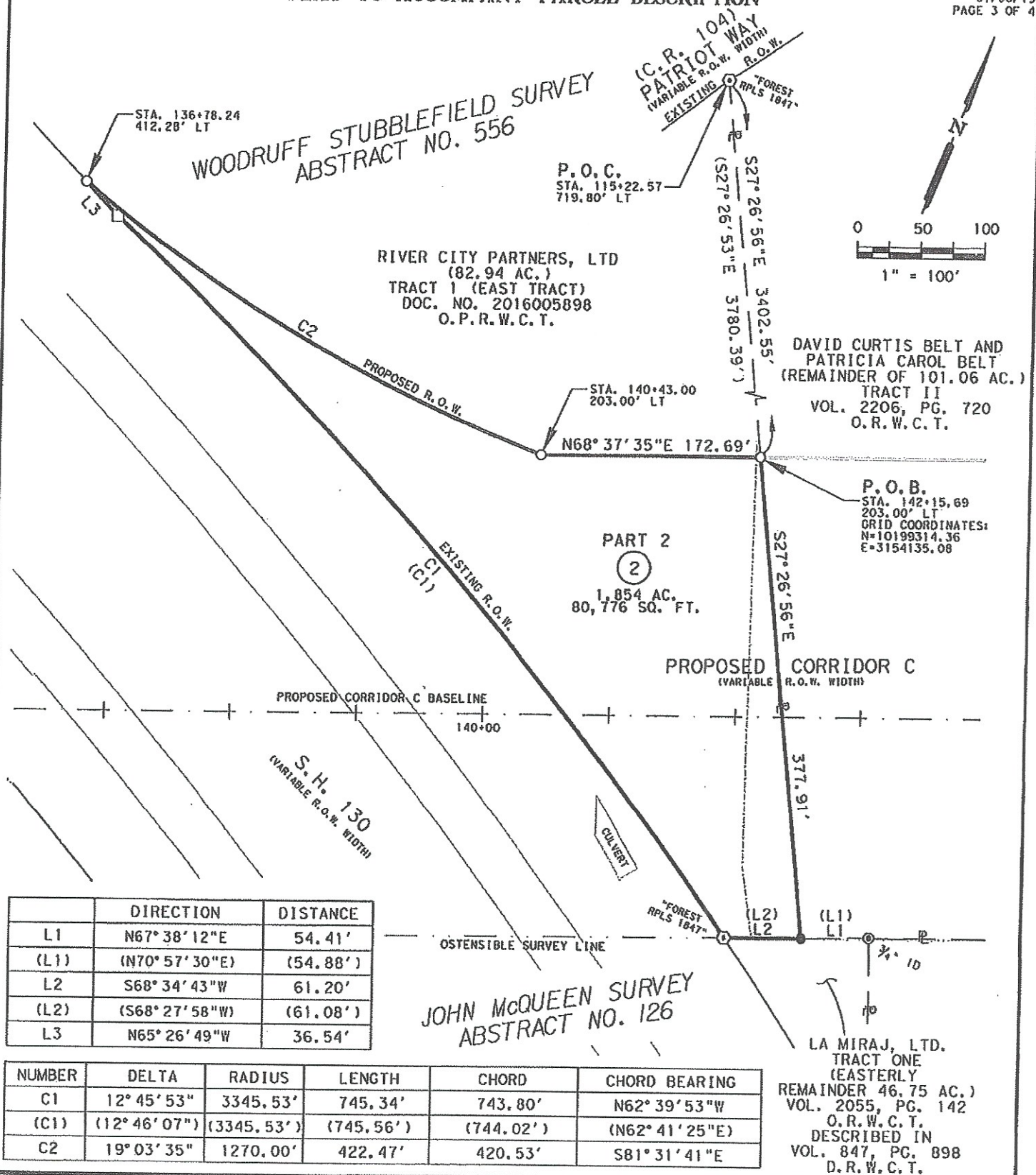
That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

PLAT TO ACCOMPANY PARCEL DESCRIPTION

07/08/19
PAGE 3 OF 4

PARCEL PLAT SHOWING PROPERTY OF
RIVER CITY PARTNERS, LTD.

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
CORRIDOR C

PARCEL 2
PART 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

07/08/19
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	⊕	CENTER LINE
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP	⊞	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	()	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP, AS NOTED	⌋	LINE BREAK
⊗	FENCE POST FOUND	⌋	LAND HOOK
△	CALCULATED POINT	P.O.B.	POINT OF BEGINNING
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	P.O.C.	POINT OF COMMENCEMENT
⊙	IRON PIPE FOUND	N.T.S.	NOT TO SCALE
⊗	AXLE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

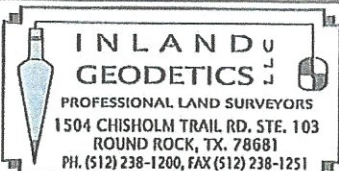
- 1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.
- 2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE:

	ACRES	SQUARE FEET
ACQUISITION	1.854	80,776
CALC/DEED AREA	82.94	3,612,866
REMAINDER AREA	81.09	3,532,090



PARCEL PLAT SHOWING PROPERTY OF
RIVER CITY PARTNERS, LTD.

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
CORRIDOR C

PARCEL 2
PART 2

Commissioners Court - Regular Session**48.****Meeting Date:** 12/17/2019

SE Loop Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action authorizing the County Judge to execute a Real Estate Contract with Eric Winkelmann for right of way needed on the SE Loop- Corridor A1 project (Parcel 82). Funding: Road Bonds P463

Background

Fiscal Impact

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

AttachmentsWinkelmann Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 09:24 AM

Started On: 12/12/2019 09:17 AM

REAL ESTATE CONTRACT

Corridor SE Loop

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ERIC WINKELMANN (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:

Being a 1.62 acre tract of land, more or less, out of the PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184, Williamson County, Texas, being that same tract of land conveyed to Eric Winkelmann and described in deed recorded in Document No. 2003008448, Official Public Records, Williamson County, Texas, SAVE AND EXCEPT that 0.660 acre tract of land conveyed to the State of Texas in Special Warranty Deed recorded in Document No. 2014029873, Official Public Records, Williamson County, Texas;

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 SIX HUNDRED SIXTY-FIVE THOUSAND and 00/100 Dollars (\$665,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. By execution of this Contract Seller confirms and acknowledges that although all or portions of the Property being conveyed has been identified as potential future right of way on the Williamson County Corridor Plan, this purchase and sale is voluntary on the part of Seller, is being made in advance of any formally approved program or project, and is NOT being made with the intent or under the threat of condemnation or involuntary displacement by Purchaser or any other agency.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company at 203 W. Main Street Suite A Pflugerville, TX on or before December 31, 2019, 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.

The Deed shall be in the form as shown in Exhibit "A" attached hereto and incorporation herein.

(2) 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) 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 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, at the request of Purchaser the parties shall enter into a written lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property at the rental rate of \$1,000/month, and for an initial term to be agreed upon between the parties but which shall not exceed twelve (12) months, the form and additional terms of which Leaseback Agreement is shown in Exhibit "B" attached hereto and incorporated herein.

Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by 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 inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.


Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, 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.

SELLER:


Eric Winkelmann

Address: 12365 US Highway 79

Date: 12-10-19

TAHARTEX 76574

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

Parcel 82

DEED Corridor SE Loop

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 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 ERIC WINKELMANN, a single person, 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:

Being a 1.62 acre tract of land, more or less, out of the PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184, Williamson County, Texas, being that same tract of land conveyed to Eric Winkelmann and described in deed recorded in Document No. 2003008448, Official Public Records, Williamson County, Texas, SAVE AND EXCEPT that 0.660 acre tract of land conveyed to the State of Texas in Special Warranty Deed recorded in Document No. 2014029873, Official Public Records, Williamson County, Texas

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" 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.

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 on this the ____ day of _____, 20____.

GRANTOR:

Eric Winkelmann

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 20____ by Eric Winkelmann, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
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:

EXHIBIT "B"

COMMERCIAL & RESIDENTIAL PROPERTY LEASE

AGREEMENT

THIS COMMERCIAL & RESIDENTIAL PROPERTY LEASE AGREEMENT (the "Lease") is made between **Williamson County**, a political subdivision of the State of Texas, hereafter called "Lessor" or "Landlord", and **Eric Winkelmann**, hereafter called "Lessee" or "Tenant".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described commercial property space: That certain commercial and residential property designated as 12365 Hwy 79, Taylor, Texas 76574 legally described as being 0.96 acre, being a 1.62 acre tract of land, less a 0.660 acre tract of land situated in the Patrick O'Daugherty Survey, Abstract No. 184, Williamson County, Texas (the "Leased Premises").

1. TERMS OF LEASE.

A. **Lease Term.** The initial term of this Lease shall be a period of one year, commencing on _____ ("Commencement Date"), and ending at midnight on _____ (the "Termination Date").

2. RENTAL.

A. **Rental for Term.** In advance on the First (1st) day of each calendar month, beginning on the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor \$1,000.00 as rent for the Leased Premises, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas

78626 or such other place as Lessor may designate in writing. Tenant shall additionally pay a prorated rental amount for any period between the Commencement Date and the date that the first rental payment is due as set out herein.

B. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

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. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Taxes: Lessor agrees to pay all ad valorem taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the real property portion of the Leased Premises. Included also shall be all costs in contesting, rendering and otherwise adjusting the Taxes. In the event that such taxes are billed directly to Lessor, Lessor shall provide written notice of such billing to Lessee and Lessee shall pay Lessor all amounts of taxes owing within fourteen (14) calendar days from the date of Lessor's written notice.

1. Remedy for Non-Payment: If Lessee should fail to pay any Taxes,

assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

2. Adjustment to Taxes; Contest of Taxes:

Lessee may, at its sole cost and expense, in its own name(s), dispute and contest the Taxes for which Lessee is responsible by the terms herein by appropriate proceedings diligently conducted in good faith. The contest of taxes pursuant to this provision shall not excuse the payment of any taxes due and owing and which are the responsibility of Lessee under the terms of this Lease.

5. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises. Such utility services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water;

wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

6. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED 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 LEASED PREMISES BY LESSEE; FROM ANY NEGLIGENCE OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE 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 LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLIGENCE, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

B. Insurance. Landlord may, but shall not be obligated to, carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage to the Tenant for damages resulting from personal injuries and/or for property loss. 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 arises on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary in addition to the requirements below. Furthermore, any insurance obtained by Tenant shall be primary as to any other

existing, valid, and collectible insurance Landlord may maintain. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive commercial public general liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's business use of the Leased Premises, in an amount of at least TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00), 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 acknowledges that Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease or otherwise upon request from Lessor, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective.

7. **SUBORDINATION.** This Lease and all rights of Lessee under it are and shall be subject

to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

8. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a legal, careful and proper manner solely for the express purpose(s) of (1) operating a business which conducts retail firearm and ammunition sales and gunsmith services and activities consistent with the requirements and limitations of any Federal, State, and Local permitting requirements as required for the legally authorized operation and continuation of the current scope and business use of the facilities as existing on the Commencement Date; and (2) as a private single family residence which may be occupied by no more than four (4) persons; and for no other use unless expressly allowed and approved by Lessor in writing; to not permit or allow anyone to discharge any type of firearm, ammunition or explosive on the Leased Premises other than approved by any existing and valid permit, to commit or permit no waste or damages to the Leased 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; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building(s) without the express written consent of Lessor.

D. 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 heating and air conditioning filters at least once a month; supply and change light bulbs and 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.

E. 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.

F. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs, other than existing as of the Commencement Date, advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.**

G. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times.

H. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements ("accessibility alterations"). The

allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

I. 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.**

J. 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.**

J. Lessee agrees that any and all minor adults and/or children of guests or invitees of

Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the commercial portion of the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children.** Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

K. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality or other governing body, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements

necessary to the Leased Premises to cause the Leased 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 American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. 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 Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

9. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

- A.** To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.
- B.** If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have no obligation to render the Leased Premises tenantable by repairs. If the Leased Premises are not rendered tenantable after a casualty loss as described herein, Lessor will have the right to terminate this Lease by written notice to Lessee.

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 agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

- A.** Enforce specific performance causing the Lessee to strictly comply with and

perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased 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) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased 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 Leased Premises, until the default is cured, without being liable for damages.

11. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

12. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; 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 Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

13. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

14. 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 the Lessee 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 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.

Lessee will not assign or sublet this Lease.

15. 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, 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 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 OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

16. **CONDEMNATION.** If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public 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 Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty-Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

17. **LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER.** The Director of Facilities for Williamson County (or as otherwise designated by Lessor), shall serve as the Lessor'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 Lessee.

Lessor's lease administrator and property manager contact information is as follows:

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@wilco.org

18. 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 addresses:

LESSOR: Williamson County Judge Bill Gravell (or successor)
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE: Eric Winkelmann_
12365 US Hwy79
Taylor, Texas 78664

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

19. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this 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.

20. 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.

21. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

22. 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.

23. 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.

24. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease.

25. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees 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.

26. 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 Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased 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.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR:

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____, 20____

LESSEE:

By: _____

Printed Name: ERIC WINKELMAN

Representative
Capacity: OWNER

Date: 12-14-19, 2019

RULES AND REGULATIONS FOR COMMERCIAL USE AREAS OF LEASED PREMISES

2. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

Other than any items existing as of the Commencement Date, no awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises.

4. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.

5. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein other than directly related to the uses expressly permitted in the Lease, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. Lessee shall not use any machinery in the Leased Premises (regardless whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.

7. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.

8. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or adjacent property owners, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.

10. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided for that purpose.

11. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not prohibited on the Property.

12. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

14. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

15. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

Commissioners Court - Regular Session**49.****Meeting Date:** 12/17/2019

Great Oaks Bridge Letter 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 authorizing the County Judge to execute a letter agreement with Justin & Darline Warriner for a grading easement needed on the Great Oaks Bridge Project (Parcel 2). Funds: Road Bonds P270

Background

Fiscal Impact

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

AttachmentsWarriner Letter Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 10:14 AM

Started On: 12/12/2019 10:02 AM

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

don@scrllaw.com

December 12, 2019

Justin & Darline Warriner
3803 Oakridge Drive
Round Rock, Texas 78681

Re: Williamson County—Great Oaks Bridge Grading Easement
Parcel 2

Dear Mr. & Mrs. Warriner:

Please allow this letter to set out my understanding regarding our contractual agreement for the purchase of a permanent grading easement interest in and across a portion of your ("Owner") property as part of Williamson County's ("County") proposed improvements to the Great Oaks bridge upgrade and extension ("Project").

The parties hereby agree as follows:

In return for granting County a permanent grading easement across approximately 0.111 acre, the location of which is more particularly described by metes and bounds on Exhibit "A" attached hereto, County will pay Owner the cash sum of **\$14,180**.

The form of the Easement granted to County will be as shown in Exhibit "B" attached hereto.

The Closing and completion of this transaction shall take place through Independence Title Company ("Title Company") within 30 days after full execution of this Agreement, or at other location, date and time agreed to between the parties. County shall be responsible for all fees and costs associated with Closing, except that each party shall be responsible for any attorney's fees they incur. If requested, Owner shall assist County and Title Company with any curative measures or mortgage lien consent and subordination required as a condition of the Closing.

This agreement is being made in lieu of condemnation by County

If this meets with your understanding please have this letter approved and executed where indicated and return it to me, and we will in turn then have this approved and signed by the County and process this for payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, PLLC

AGREED:

Justin B. Warriner, Jr.
Justin B. Warriner, Jr.

Date: 12/11/19

Darline Warriner
Darline H. Warriner

Date: 12/11/19

AGREED

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.

County Judge

Date: _____

EXHIBIT "A" (EASEMENT FIELD NOTES) FOLLOWS
THIS PAGE

Exhibit "_____"
Page 1 of 4
June 11, 2019
Easement 2

John H. Dillard Survey
Abstract - 179
Williamson County, Texas

DESCRIPTION

DESCRIPTION OF A 0.111 ACRE (4,848 SQUARE FOOT) TRACT OF LAND FOR AN EASEMENT SITUATED IN THE JOHN H. DILLARD SURVEY, ABSTRACT No. 179 AND BEING A PORTION OF LOT 6, BLOCK 6, GREAT OAKS SUBDIVISION, SECTION II, A SUBDIVISION OF RECORD IN DOCUMENT No. 1975008126 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 6 BEING ALSO CALLED 1.00 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO JUSTIN B. WARRINER & DARLENE H. WARRINER OF RECORD IN VOLUME 1924, PAGE 827 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.111 ACRE (4,848 SQUARE FOOT) EASEMENT, AS DEPICTED ON THE ACCOMPANYING DRAWING ENTITLED CITY OF ROUND ROCK, GREAT OAKS DRIVE EASEMENT 2 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-iron rod found and held for the northeasterly corner of said Lot 6, being also the northwest corner of Lot 7, Block 6 of said Great Oaks Subdivision, Section III, said Lot 7 being a called 0.96 acre tract of land as described in a deed to Brushy Creek Municipal Utility District (MUD) of record in Document Number 2007030024 of the Official Public Records of Williamson County, Texas, said point being also on the southerly line of Oak Ridge Drive, a 50-foot wide right-of-way, as dedicated by said Great Oaks Subdivision, Section II, and said point being North 66°18'51" East at a distance of 167.90 feet from a nail found for the northwest corner of said Lot 6;

THENCE, South 20°29'43" East, with the east line of said Lot 6, and the west line of said Lot 7, a distance of 129.52 feet to a calculated **POINT OF BEGINNING** and being the northeasterly corner of the herein described tract;

THENCE, South 20°29'43" East, continuing with the east line of said Lot 6, the west line of said Lot 7 and with the east line of the herein described tract, for a distance of 41.07 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, South 62°02'01" West, departing the west line of said Lot 7, and over and across said Lot 6, with the southerly line of the herein described tract, for a distance of 168.71, to a calculated point for the southwest corner of the herein described tract, being also in the west line of said Lot 6, and being in the east line of Lot 5, Block 6 of said Great Oaks Subdivision, Section II, said Lot 5 being also called a 1.00 acre tract of land as described in a deed to Misti Nichols of record in Document Number 2014018567 of the Official Public Records of Williamson County, Texas;

THENCE, North 20°36'15" West, with the west line of said Lot 6, the east line of said Lot 5 and the west line of the herein described tract, for a distance of 20.17 feet to a calculated point for the northwest corner of the herein described tract;

Exhibit "_____"
Page 2 of 4
June 11, 2019
Easement 2

John H. Dillard Survey
Abstract - 179
Williamson County, Texas

THENCE, departing the east line of said Lot 5 and over and across said Lot 6, with the north line of the herein described tract, the following three (3) courses and distances;

1. North 62°02'01" East, for a distance of 98.13 feet to calculated angle point,
2. North 20°25'12" West, for a distance of 21.19 feet to a calculated angle point, and
3. North 62° 16' 19" East, for a distance of 70.56 feet to the **POINT OF BEGINNING** containing 0.111 acres (4,848 square foot) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, South Central Zone (NAD_83 (2011)). All distances were adjusted to the surface using a Surface Adjustment Factor of 1.000120. (Surface = Grid X Surface Adjustment Factor)

I certify that this description was prepared from a survey made on the ground, during August 2017, by me or under my supervision.

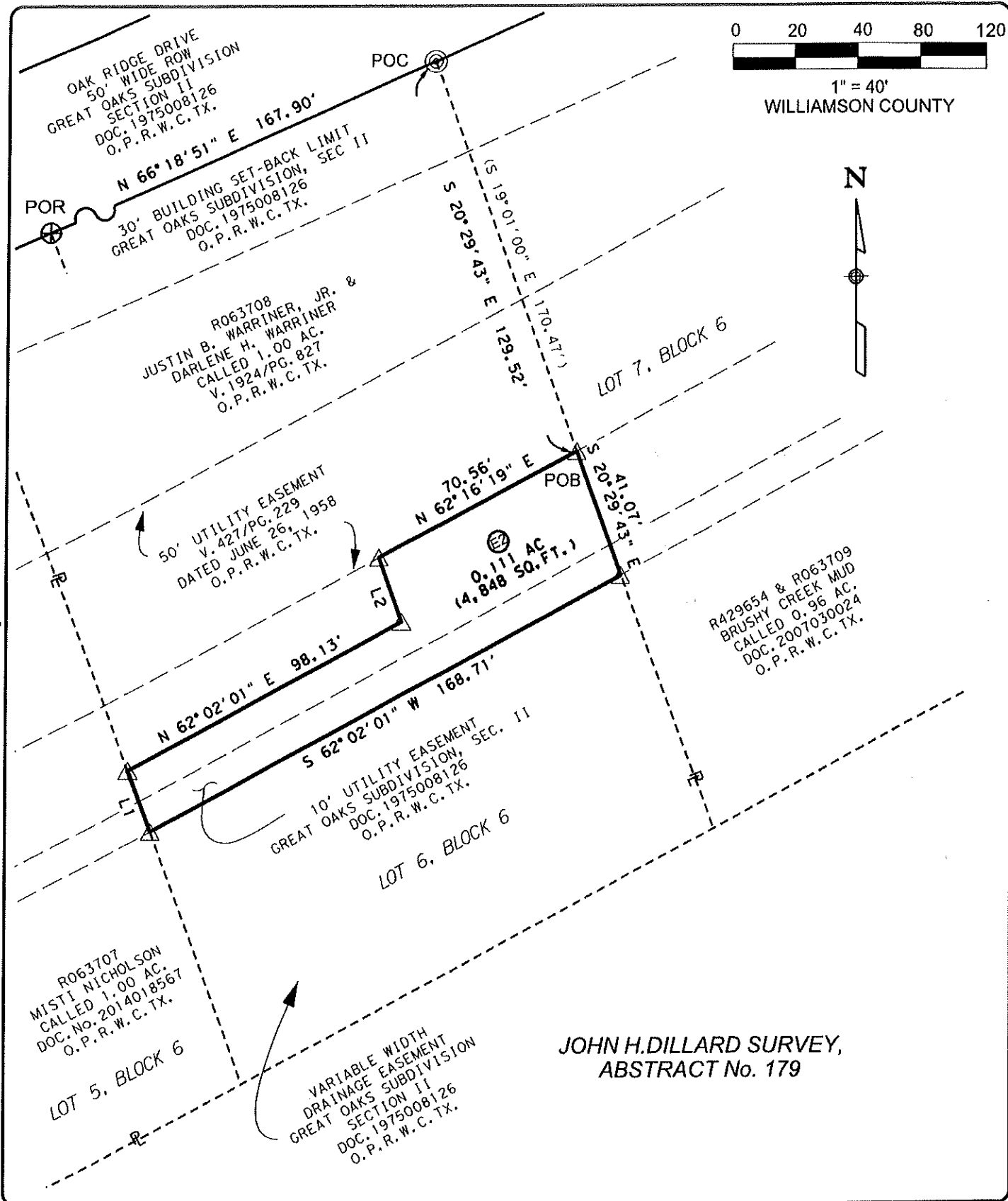
COBB, FENDLEY & ASSOCIATES

William D. Warrick *JUNE 12, 2019*

William D. Warrick, R.P.L.S.
Texas Registration No. 4426



FILE NAME: G:\Survey\PROJECTS\2017\1702-046-01 -PESC- Great Oaks Bridge\Parcel\GreatOaks-Ease-2.dgn



CFA PROJECT NO. 1702-046-01

FIELD BOOK - PAGE	92-10
DRAFTED BY:	JMC
CHECKED BY:	WDW
APPROVED BY:	WDW
DATE OF COMPLETION:	6/12/2019

CITY OF ROUND ROCK
GREAT OAKS DRIVE
*** Exhibit "A" ***
EASEMENT 2

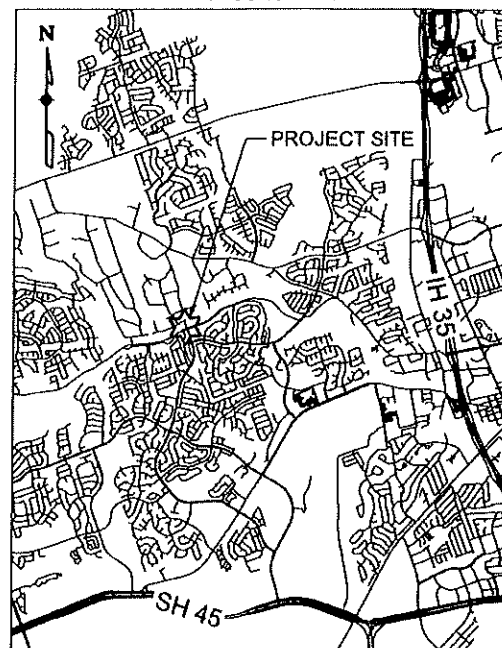
CobbFendley
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727
www.cobbfendley.com
TBPE FIRM #F-274 TBPLS #10046701

SHEET
3
of 4

LEGEND

- ⊙ IRON ROD FOUND 1/2-INCH EXCEPT AS NOTED (IRF)
- IRON ROD SET 1/2-INCH W/ CAP "CFA" (IRS)
- TYPE II BRASS DISK MONUMENT SET IN CONCRETE (MON)
- ▲ CALCULATED POINT - INACCESSIBLE (CALC2)
- △ CALCULATED POINT (CALC)
- IRON PIPE (IP)
- ⊕ 60D NAIL (NAIL) - UNLESS NOTED
- SPINDLE COTTON (SPIN)
- ⊙ WOODEN POST (WP)
- LINE NOT TO SCALE
- CONTINUOUS OWNERSHIP
- ℙ PROPERTY LINE
- ℄ CENTER LINE
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- R.P.R.W.C.TX. REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- POR POINT OF REFERENCE

VACINITY MAP



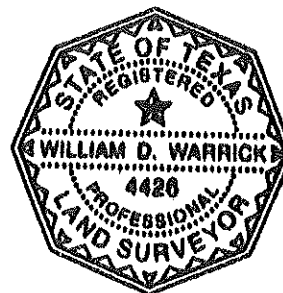
WILLIAMSON COUNTY, TEXAS
NOT TO SCALE

LINE No	BEARING	DISTANCE
L1	N 20° 36' 15" W	20.17'
L2	N 20° 25' 12" W	21.19'

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)) AND TIED TO THE CITY OF ROUND ROCK CONTROL NETWORK. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO THE SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.000120. (SURFACE = GRID X SURFACE ADJUSTMENT FACTOR).
2. ALL REFERENCES TO RECORD DATA (RECORD=**) INDICATE INFORMATION AS CITED IN VOLUME 1924 / PAGE 827, O.P.R.W.C.TX.
3. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.
4. THE FORGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF A SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND BETWEEN JULY 2017 AND MAY 2019, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY, AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II, LAND TITLE SURVEY.



William D. Warrick 06-12-2019
WILLIAM D. WARRICK, R.P.L.S.
TEXAS REG. NO. 4426

CFA PROJECT NO. 1702-046-01

FIELD BOOK - PAGE	92-10
DRAFTED BY:	JMC
CHECKED BY:	WDW
APPROVED BY:	WDW
DATE OF COMPLETION:	6/12/2019

CITY OF ROUND ROCK
GREAT OAKS DRIVE
*** Exhibit "A" ***
EASEMENT 2

CobbFendley
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727
www.cobbhendley.com
TBPE FIRM #F-274 TBPLS #10046701

SHEET
4
of 4

EXHIBIT "B" (GRADING EASEMENT FORM)
FOLLOWS THIS PAGE

GRADING EASEMENT

Great Oaks Bridge

THE STATE OF TEXAS '

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON '

That JUSTIN B. WARRINER, JR. and DARLINE H. WARRINER, and 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 Dollars (\$10.00) 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 to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove earthen and vegetative materials for modification and maintenance of surface grade and slope to allow proper conveyance and containment of stormwater in the adjacent drainage easement areas (the "Project"), in, on, over, upon, above and across the below-described property ("Easement"):

All of that certain 0.111 acre (4,848 square foot) tract of land situated in the John H. Dillard Survey, Abstract No. 179; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

The Project shall be constructed and maintained by Grantee in substantial compliance with the plans, specifications, notes and requirements as shown in the sheets attached hereto and incorporated herein as Exhibit "B", including the right from time to time to trim and to cut down and clear away any trees and brush now or hereafter on the Easement, but only to the extent which are necessary to construct and maintain the grading Project as set out herein. As soon as possible after any Project grading construction or maintenance, Grantee shall install or restore surface vegetation which shall adequately prevent erosion of the established grade or slope within the Easement according to Williamson County's Native Grass "Seeding for Erosion Control Special Provision 164-WC001" or equivalent replacement.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

The Easement, rights, and privileges granted herein are non-exclusive, however Grantor covenants that it will not convey any future easement or conflicting rights within the area covered by this grant which shall impair the purposes or construction of the Project, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use of the Easement to determine the effect, if any, on the Project contemplated herein. Prior to granting its consent for

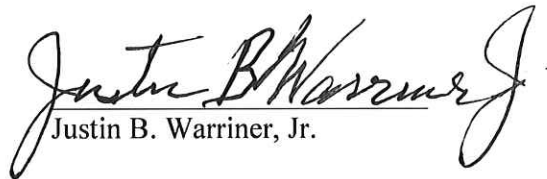
other easements Grantee may require reasonable safeguards to protect the integrity of the grading improvements.

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, or in otherwise carrying out the construction or maintenance of the Project or other purposes of this Easement.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind himself, his heirs, successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 11th day of December, 2019.

GRANTOR:


Justin B. Warriner, Jr.

ACKNOWLEDGMENT

THE STATE OF TEXAS

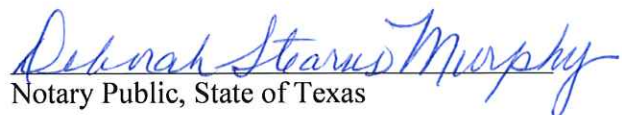
COUNTY OF WILLIAMSON

§
§
§

KNOW ALL BY THESE PRESENTS:

This instrument was acknowledged before me on this the 11th day of the month of December, 2019 by Justin B. Warriner, Jr., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration, and in the capacity, therein expressed.




Notary Public, State of Texas

GRANTOR:


Darline H. Warriner

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the 11th day of the month of December, 20 19 by Darline H. Warriner, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration, and in the capacity, therein expressed.


Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main Street
Round Rock, Texas 78664



GRANTEE'S ADDRESS:

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

AFTER RECORDING RETURN TO:

JOINDER AND CONSENT OF LIENHOLDER TO GRADING EASEMENT

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) acting solely as nominee for MetLife Home Loans, a division of MetLife Bank, N.A., as the current holder and Beneficiary under a Deed of Trust to secure a Note executed by Justin B. Warriner, Jr. and Darline H. Warriner to Peter F. Makowiecki, Trustee, recorded in Document No. 2009012422 of the Official Records of Williamson County, Texas, (the "Grantor Security Documents") that creates liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this grading easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

Mortgage Electronic Registration Systems, Inc.

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

THE STATE OF _____

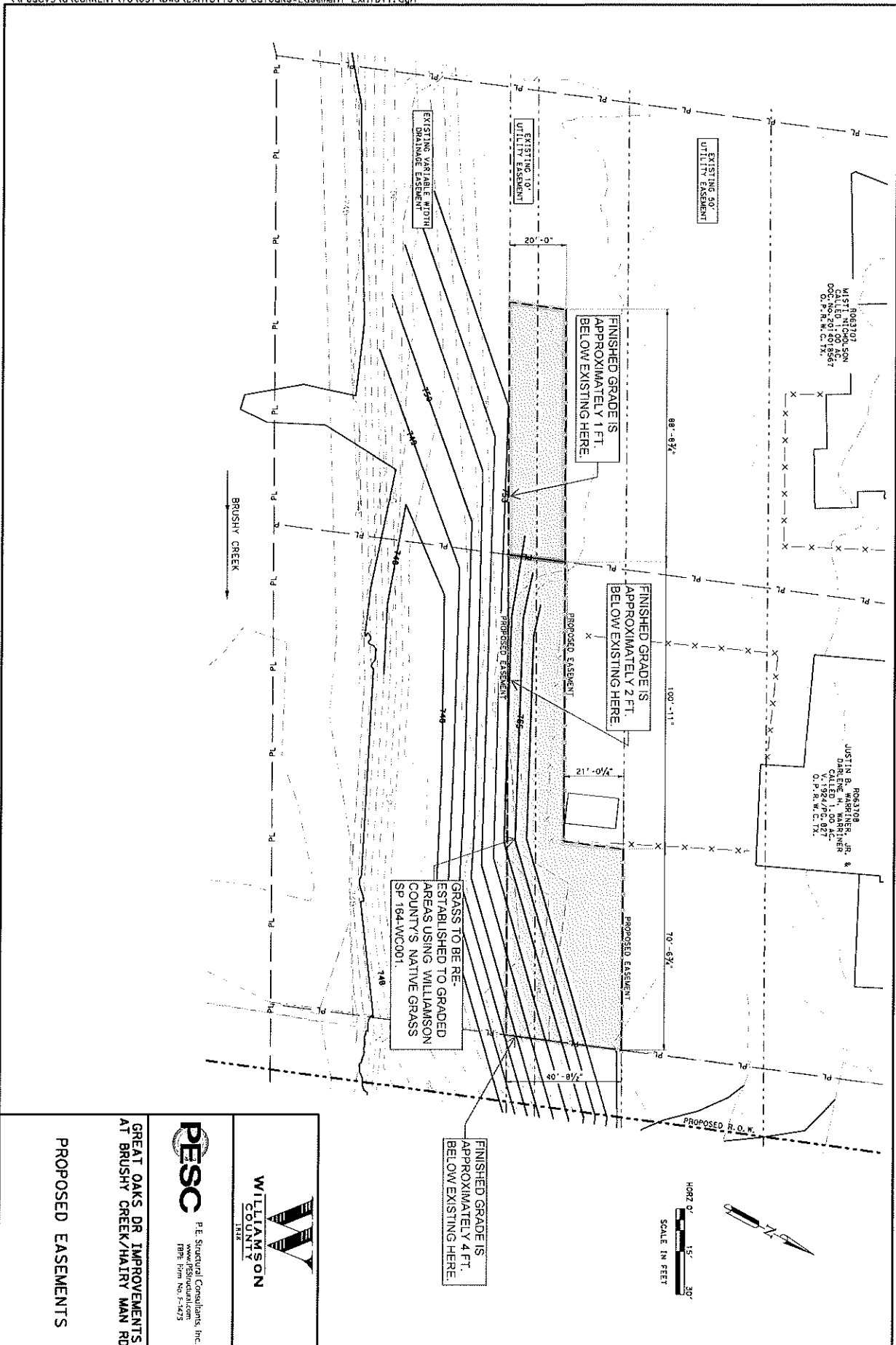
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, the _____ of Mortgage Electronic Registration Systems, Inc., known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

Notary Public in and for the State of _____

EXHIBIT "B" TO GRADING EASEMENT

11/19/2019
10:03:52 AM
\\Pescv3\vd\CURRENT\16\031\DWG\Exhibits\GreatOaks\Easement Exhibit.dgn



Commissioners Court - Regular Session**50.****Meeting Date:** 12/17/2019

Discuss consider and take appropriate action on approval of the revised preliminary plat for the Santa Rita Ranch South subdivision – Pct 2

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Santa Rita Ranch South subdivision – Precinct 2.

Background

This is a revision to a portion of the Santa Rita Ranch South preliminary plat that was previously approved on July 17, 2018. The northern portion of this preliminary plat has been revised to reconfigure the roadway and lot layout. This revised subdivision has a net increase of 6 residential lots and 134 feet of new public roads.

Timeline

2019-03-07 – initial submittal of the preliminary plat

2019-03-21 – 1st review complete with comments

2019-04-22 – 2nd submittal of preliminary plat

2019-05-07 – 2nd review complete with comments

2019-06-12 – 3rd submittal of preliminary plat

2019-06-25 – 3rd review complete with comments

2019-11-04 – 4th submittal of preliminary plat

2019-11-19 – 4th review complete with comments

2019-12-03 – 5th submittal of preliminary plat

2019-12-10 – 5th review complete with comments cleared

2019-12-12 – revised preliminary plat placed on the December 17, 2019 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

summary of lot and roadway revisions - Santa Rita Ranch South

Revised Prelim Plat - Santa Rita Ranch South

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 12:13 PM

Started On: 12/11/2019 11:44 PM



SANTA RITA RANCH SOUTH REVISED PRELIMINARY CHANGES

Section	Previous Preliminary Revision		Current Preliminary Revision	
	LF of Street (ft)	Total SF Lots	LF of Street (ft)	Total SF Lots
8A	3555	46	1871	45
8B	2568	59	1751	58
9A	3287	65	4892	59
9B	2345	51	1775	44
9C	0	0	1151	43
10	1387	42	0	0
10A	0	0	1547	42
10B	0	0	2923	41
11A	2406	59	0	0
11B	2477	41	0	0
15	2326	65	0	0
17	0	0	4575	102
Totals	20351	428	20485	434

Additional LF of street = 134
Additional SF Lots = 6

PRELIMINARY PLAN OF
SANTA RITA RANCH SOUTH
 FORMERLY MIDDLEBROOK RANCH AND
 TERRA DEL SOL AT SANTA RITA
 RANCH WEST

SANTA RITA PARK LOT 1
 CABINET FF. SLIDE 132
 PRWC

BLAKE R. BETTS AND
 FRANCIS Q. BETTS
 CO. TRUSTEES OF
 THE QB TRUST
 72.0 ACRES
 DOC#2012023600
 OPRWC

C7 (II) RANCH, LTD.
 DOC#2004013917
 OPRWC

LIMITS OF REVISED AREA
 SEE SHEETS 2 AND 3 FOR DETAIL

C7 (II) RANCH, LTD.
 DOC#2004013917
 OPRWC

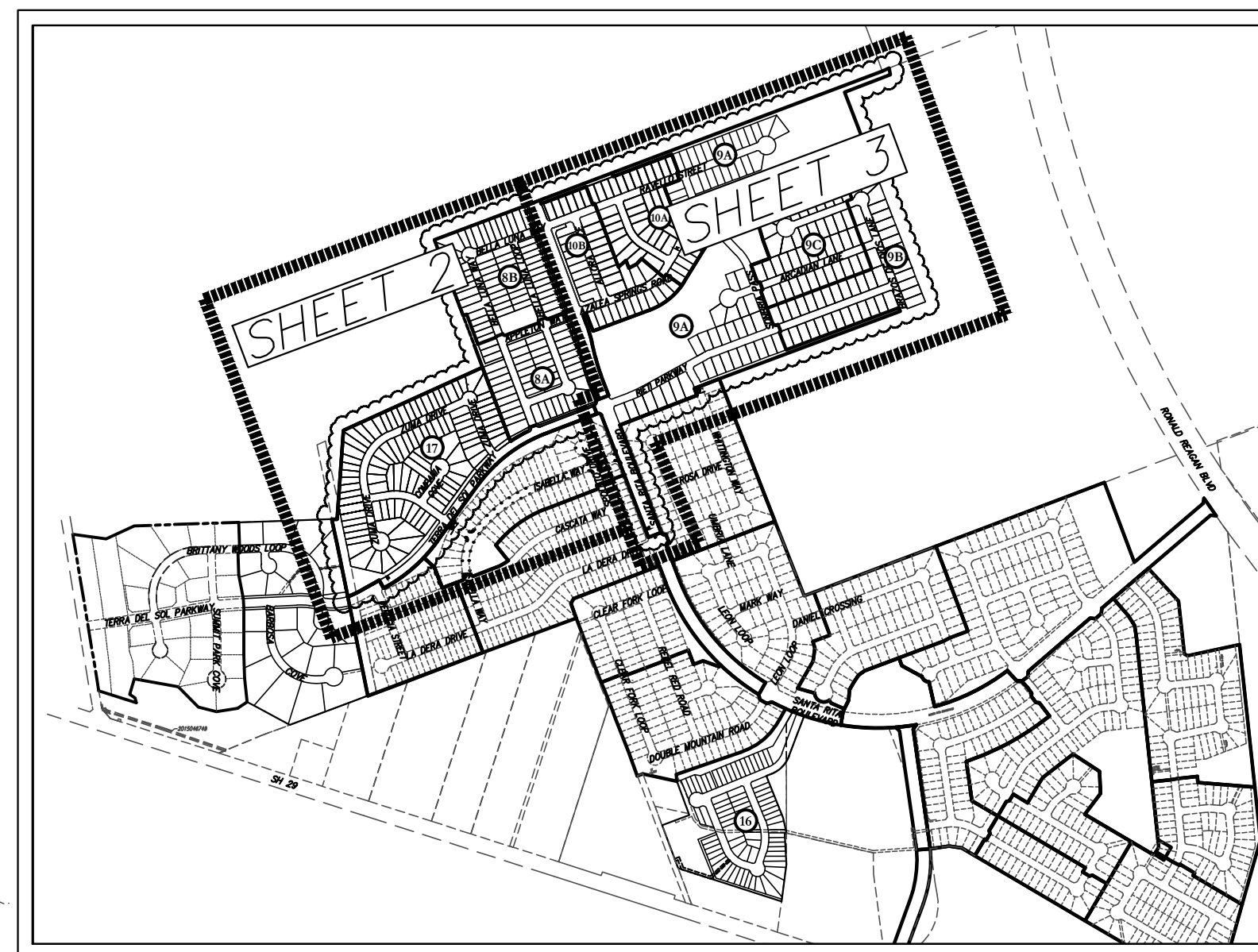
SANTA RITA
 COMMERCIAL, LLC
 5.73 ACRES
 DOC. NO.
 2013111090

TYPICAL BUILDING
 SETBACKS FOR LOTS

OWNERS:

SANTA RITA KC, LLC
 MIDDLEBROOK, LTD
 7100 CROSS CREEK LANE
 STE 100
 LIBERTY HILL, TX. 78642

WILCO LAND INVESTMENTS I
 LLC, ET AL
 (146.60 AC)
 DOC NO. 2014003388



KEY MAP

SITE DATA:

MIDDLE BROOK PRELIMINARY PLAT: 1,130 LOTS APPROVED
 SANTA RITA RANCH WEST: 229 LOTS APPROVED
 TOTAL APPROVED LOTS: 1,360

APRIL 19, 2019 REVISION: 1,416 LOTS APPROVED

LOTS CURRENTLY COMPLETED OR
 UNDER CONSTRUCTION: 965 LOTS

PROPOSED LOTS REMAINING IN
 APRIL 19, 2019 REVISION: 1,416 - 965 = 451 LOTS PROPOSED

LOTS PROPOSED IN THIS REVISION: 461 LOTS

461 - 451 = 10 LOT INCREASE

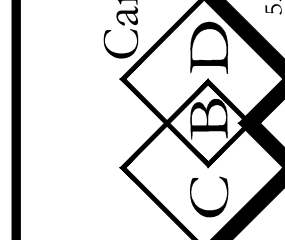
TOTAL LOTS AFTER THIS REVISION: 1,426 RESIDENTIAL LOTS

LEGEND	
●	= FOUND 1/2" IRON ROD
○	= SET 1/2" IRON ROD
DE	= DRAINAGE EASEMENT
MB	= MAIL BOX CLUSTER
---	= SECTION LINES
---	= CITY LIMITS/ETJ
BL	= BUILDING LINE
OS	= OPEN SPACE
LS	= LANDSCAPE
---	= REVISION BOUNDARY
8A	= SECTION NUMBER
■	= UNDER DESIGN/CONSTRUCTION
■	= SECTIONS COMPLETED AND RECORDED

NOTES:

- NO LOT IN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 4849C0275E, EFFECTIVE DATE SEPTEMBER 29, 2008 FOR WILLIAMSON COUNTY, TEXAS.
- WATER WILL BE PROVIDED BY: CHESTNUT TRAIL SUB
- WASTEWATER SERVICE WILL BE PROVIDED BY: WILLIAMSON COUNTY MUD 19
- A TEN FOOT (10') PUBLIC UTILITY EASEMENT WILL BE DEDICATED ALONG ALL PUBLIC RIGHT OF WAY.
- A 25' BUILDING SETBACK FROM THE FRONT OF ALL LOTS AND A 15' STREET SIDE SETBACK WILL BE REQUIRED.
- NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE [FLOOD PLAIN DEVELOPMENT PERMIT] [FOR LOTS 1-4, 12-14, AND 16-35, BLOCK R, AND FOR LOTS 14-26, 47-48, AND 50-59, BLOCK J] FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
- NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- ALL PROPOSED ROADS ARE TO BE PUBLIC ROADS.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- THIS SUBDIVISION IS SUBJECT TO STORM WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1 (B10.1 2000 RULES), ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

Carlson, Brigrance & Doering, Inc.
 FIRM ID #F3791



PRELIMINARY PLAN

SANTA RITA RANCH SOUTH

PRELIMINARY PLAN

SHEET NAME:

DATE: FEB. 10, 2019

JOB NUMBER: 5004

SHEET NO. 1 OF 3

SHEET NO. 1

STREETS SUMMARY TABLE

TERRA DEL SOL PARKWAY		1926.52 LF	60' ROW	RESIDENTIAL COLLECTOR	35 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	21.51487	N60° 43' 20.38"E	024.8433 (d)	430.20837
2	Curve	433.59702		N48° 18' 02.48"E	N60° 43' 20.38"E
3	Line	455.87779	N35° 52' 44.58"E	033.1310 (d)	570.22278
4	Curve	312.6		N52° 26' 39.16"E	N35° 52' 44.58"E
5	Line	437.28770	N69° 00' 34.98"E		
COMPANIA DRIVE		572.64 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	206.763	N54° 09' 48.93"W	043.2367 (d)	221.05341
2	Curve	226.387		N77° 34' 28.11"W	N55° 57' 22.05"W
3	Line	139.488	S80° 48' 25.82"W		
COMPANIA COVE		303.6821 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	135.41828	N37° 53' 01.91"E	013.0325 (d)	80.96307
2	Curve	81.13780		N31° 22' 03.25"E	N37° 53' 01.91"E
3	Line	47.260	N24° 51' 4.59"E		
4	Line	20.6940	S65° 08' 55"E		
ZUMA DRIVE		1800.686 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	39.405	N41° 15' 43.46"W	020.5672 (d)	107.11256
2	Curve	107.69		N30° 58' 42.43"W	N41° 15' 43.46"W
3	Line	279.463	N20° 41' 41.40"W		
4	Line	570.165	S65° 37' 23.18"W		
5	Curve	400.9249		076.6364 (d)	372.01766
6	Line	352.984	S10° 56' 52.49"E		
7	Line	34.972	S79° 03' 08"E		
BELLA LUNA WAY		1757.02 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	1242.02039	N20° 28' 42.88"W		
2	Line	515.00226	N69° 31' 17.12"E		
CALABRIA WAY		177.025 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	177.24865	S69° 31' 17.12"W		
BELLA LUNA LOOP		1341.61 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	300.00000	N69° 31' 17.12"E		
2	Line	1041.61291	N20° 28' 42.88"W		
APPLETON WAY		513.71 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	515.000	N69° 31' 17.12"E		
SANTA RITA BLVD		2321.19 LF	90' ROW	PRIMARY COLLECTOR	35 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	1107.68866	N20° 59' 25.02"W		
2	Curve	124.94861		007.5358 (d)	124.85857
3	Line	105.66925	N13° 27' 16.07"W		
4	Curve	116.46425		007.0241 (d)	116.39133
5	Line	866.42188	N20° 28' 42.88"W		
AZALEA SPRINGS ROAD		1107.84 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	468.25889	N69° 31' 22.86"E		
2	Curve	198.39763		037.8912 (d)	194.80195
3	Line	95.10340	N31° 37' 48.95"E		
4	Curve	23.18280		004.4275 (d)	62.46456
5	Line	120.15690	N27° 12' 09.62"E		
6	Curve	101.47970		019.3812 (d)	100.99660
7	Line	101.25740	N46° 35' 01.94"E		
ALLORA PLACE		602.00 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	602	N20° 28' 42.88"W		
CAMELLA STREET		555.41 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	195.82	S20° 38' 53"E		
2	Curve	148.13233		037.7216 (d)	145.47148
3	Line	211.43	S58° 22' 11"E		
RAVELLO STREET		1560.88 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	1560.88	N69° 21' 13.22"E		
SONBRIA PASS		1195.62 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	442.21567	N20° 30' 07.89"W		
2	Curve	119.97668		022.9139 (d)	119.17874
3	Line	337.51564	N43° 24' 58.06"W		
4	Curve	119.22238		022.7698 (d)	118.43938
5	Line	176.69000	N20° 38' 46.78"W		
ARCADIAN COVE		190.41 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	190.41420	N69° 29' 52.11"E		
ARCADIAN LANE		855.69 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	855.69067	N69° 29' 52.11"E		
BRAZOS DE DIOS LANE		775.04 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	775.03706	N21° 03' 45.05"W		
2	Curve	531.02758		031.02758	N69° 29' 52.11"E
RIETI PARKWAY		2057.48	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	170.09537	N69° 00' 34.98"E		
2	Curve	108.89543		007.7991 (d)	108.81138
3	Line	451.46025	N61° 12' 38.37"E		
4	Curve	43.39140		008.2245 (d)	43.03139
5	Line	1283.63908	N69° 29' 52.11"E		
WHITTINGTON WAY		155.33 LF	50' ROW	LOCAL STREET	25 MPH DESIGN SPEED
No.	Type	Length	Direction	Delta angle	Chord length
1	Line	99.67972	S28° 47' 21.63"E		
2	Curve	38.89168		007.4278 (d)	38.86446
3	Line	16.76177	S21° 21' 41.68"E		

TERRA DEL SOL
AT SANTA RITA
RANCH WEST
PHASE 1
SECTION 2

PRELIMINARY PLAN OF
SANTA RITA RANCH SOUTH
FORMERLY MIDDLEBROOK RANCH AND
TERRA DEL SOL AT SANTA RITA
RANCH WEST

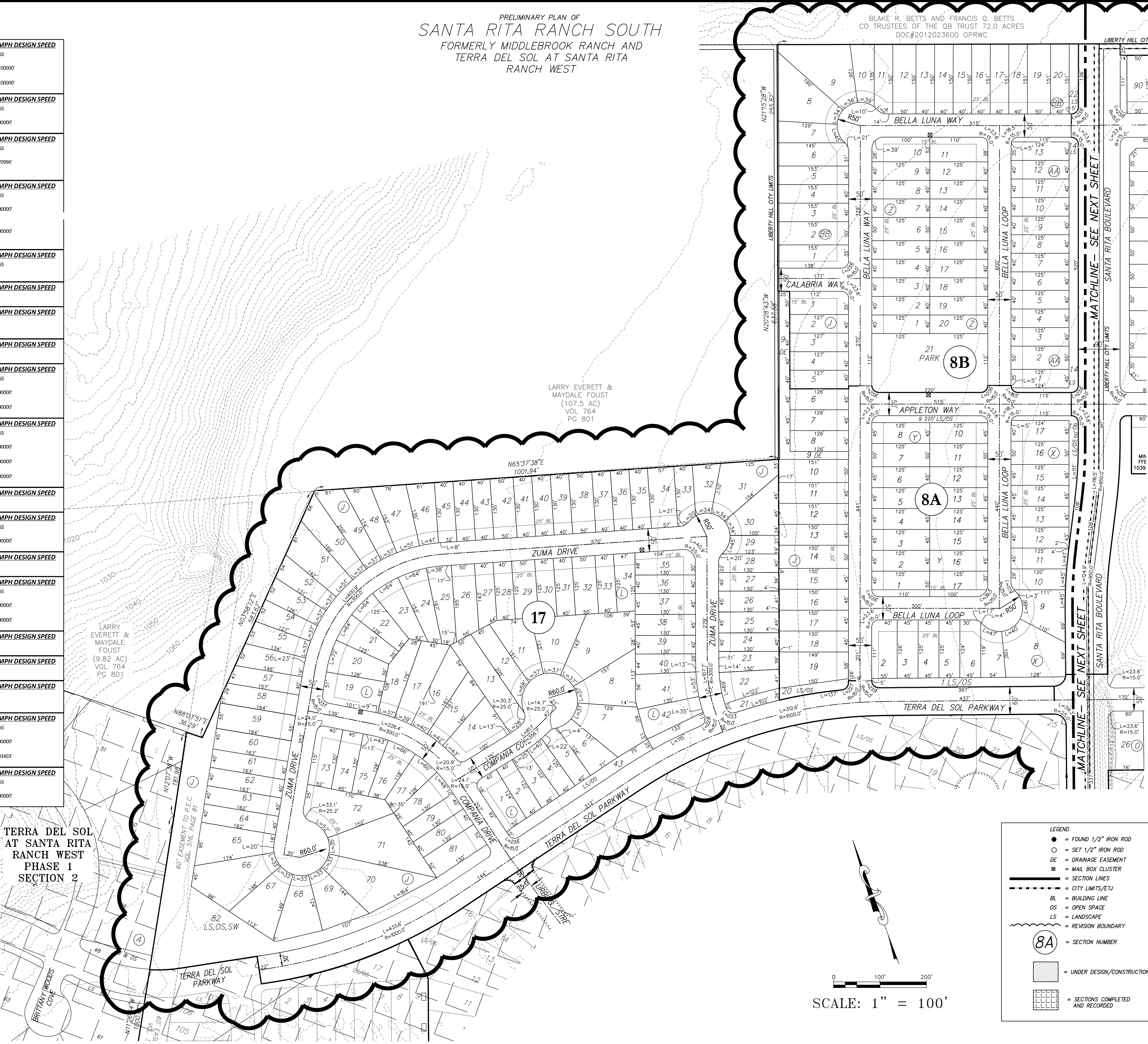
BLAKE R. BETTS AND FRANCIS Q. BETTS
CO TRUSTEES OF THE QB TRUST 72.0 ACRES
DOC#2012023600 OPRWC

STATE OF TEXAS
STEVEN P. CATES
93648
PROFESSIONAL SURVEYOR
CARLSON, BRIGANCE & DOERING, INC.
IDA F3791
12-3-2019

DESIGNED BY:	DRAWN BY:
SPC/MW	MW
DATE	REVISION

Carlson, Brigrance & Doering, Inc.
FIRM ID #E3791
Civil Engineering
5501 West William Cannon Dr. ♦ Austin, Texas 78749
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

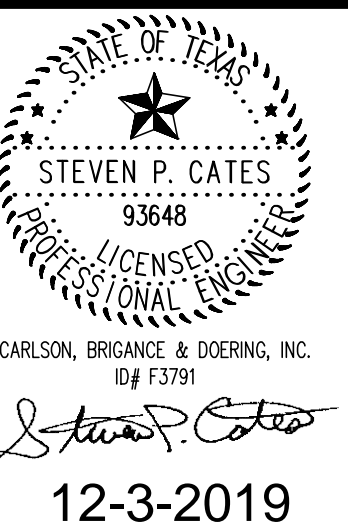
SHEET NAME: PRELIMINARY PLAN DETAIL (1 OF 2)
JOB NAME: SANTA RITA RANCH SOUTH
PROJECT: PRELIMINARY PLAN
DATE: FEB. 10, 2019
JOB NUMBER: 5004
SHEET: 2 OF 3
SHEET NO.: 2



PRELIMINARY PLAN OF
SANTA RITA RANCH SOUTH
FORMERLY MIDDLEBROOK RANCH AND
TERRA DEL SOL AT SANTA RITA
RANCH WEST.

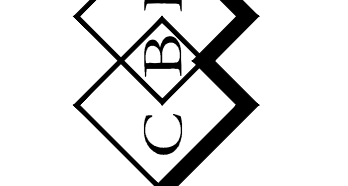
BLAKE R. BETTS AND FRANCIS Q. BETTS
CO TRUSTEES OF THE QB TRUST 72.0 ACRES
DOC#2012023600 OPRWC

SANTA RITA PARK LOT 1
CABINET- FF; SLIDE 132
PRWC



DESIGNED BY:	DRAWN BY:
SPC/MW	MW
DATE	
REVISION	

Carlson, Brigrance & Doering, Inc.
FIRM ID #BT91
Civil Engineering
5501 West William Cannon Dr. • Austin, Texas 78749
Phone No. (512) 280-5160 • Fax No. (512) 280-5165



SHEET NAME:	PRELIMINARY PLAN DETAIL (2 OF 2)
JOB NAME:	SANTA RITA RANCH SOUTH
PROJECT:	PRELIMINARY PLAN
DATE:	FEB. 10, 2019
JOB NUMBER:	5004
SHEET:	3 OF 3
SHEET NO.:	3



Commissioners Court - Regular Session**51.****Meeting Date:** 12/17/2019

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 9 subdivision - Pct 3

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 9 subdivision - Precinct 3.

Background

This is the next section of the Santa Rita Ranch Phase 1 development. It consists of 54 single family lots, 1 open space/landscape/drainage easement/water quality lot and 1,405 linear feet of new private roads. The roads in the subdivision will be privately maintained by the Homeowners Association. Roadway and drainage construction are not yet complete but a financial security in the amount of \$888,158.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2018-10-25 – initial submittal of final plat

2018-12-21 – 1st review complete with comments2019-02-04 – 2nd submittal of final plat2019-02-25 – 2nd review complete with comments2019-11-27 – 3rd submittal of final plat2019-12-06 – 3rd review complete with comments2019-12-10 – 4th review of final plat2019-12-11 – 4th review complete with comments clear

2019-12-12 – final plat placed on the December 17, 2019 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Santa Rita Ranch Ph 1 Sec 9

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 12/12/2019

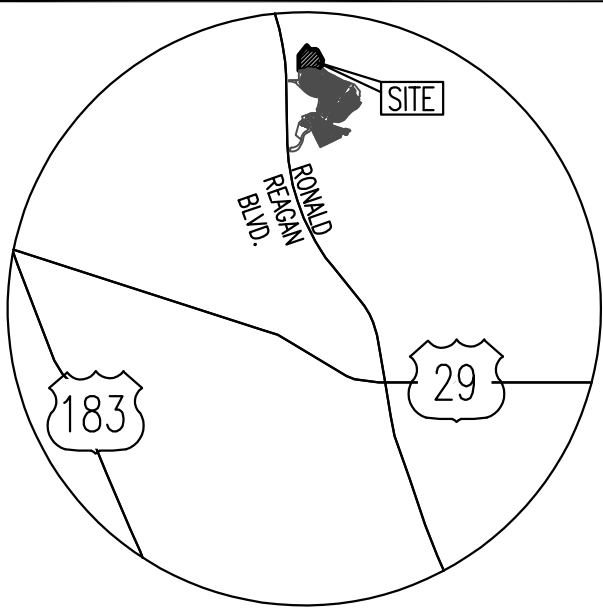
Reviewed By

Andrea Schiele

Date

12/12/2019 12:13 PM

Started On: 12/11/2019 11:48 PM

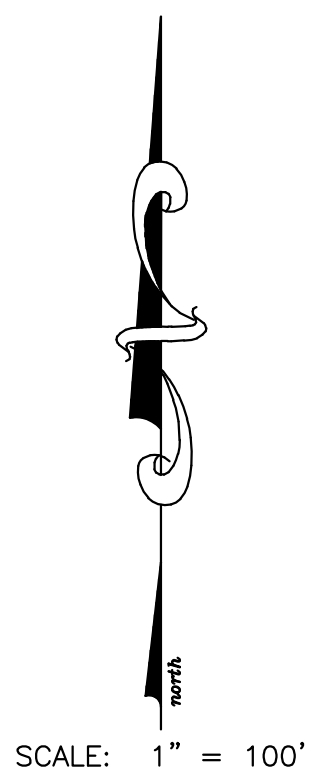
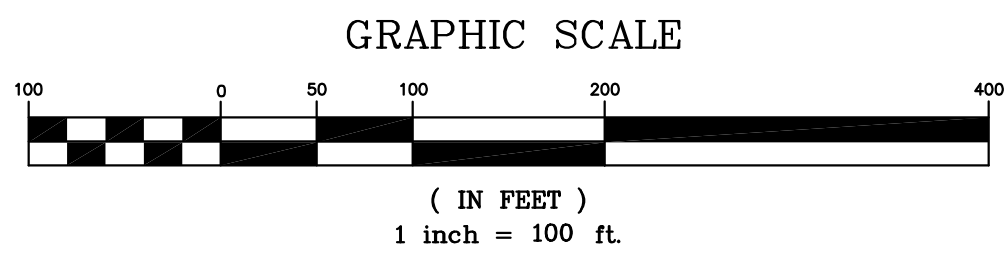


SANTA RITA RANCH, PHASE 1

SECTION 9

A PRIVATE SUBDIVISION

FINAL PLAT

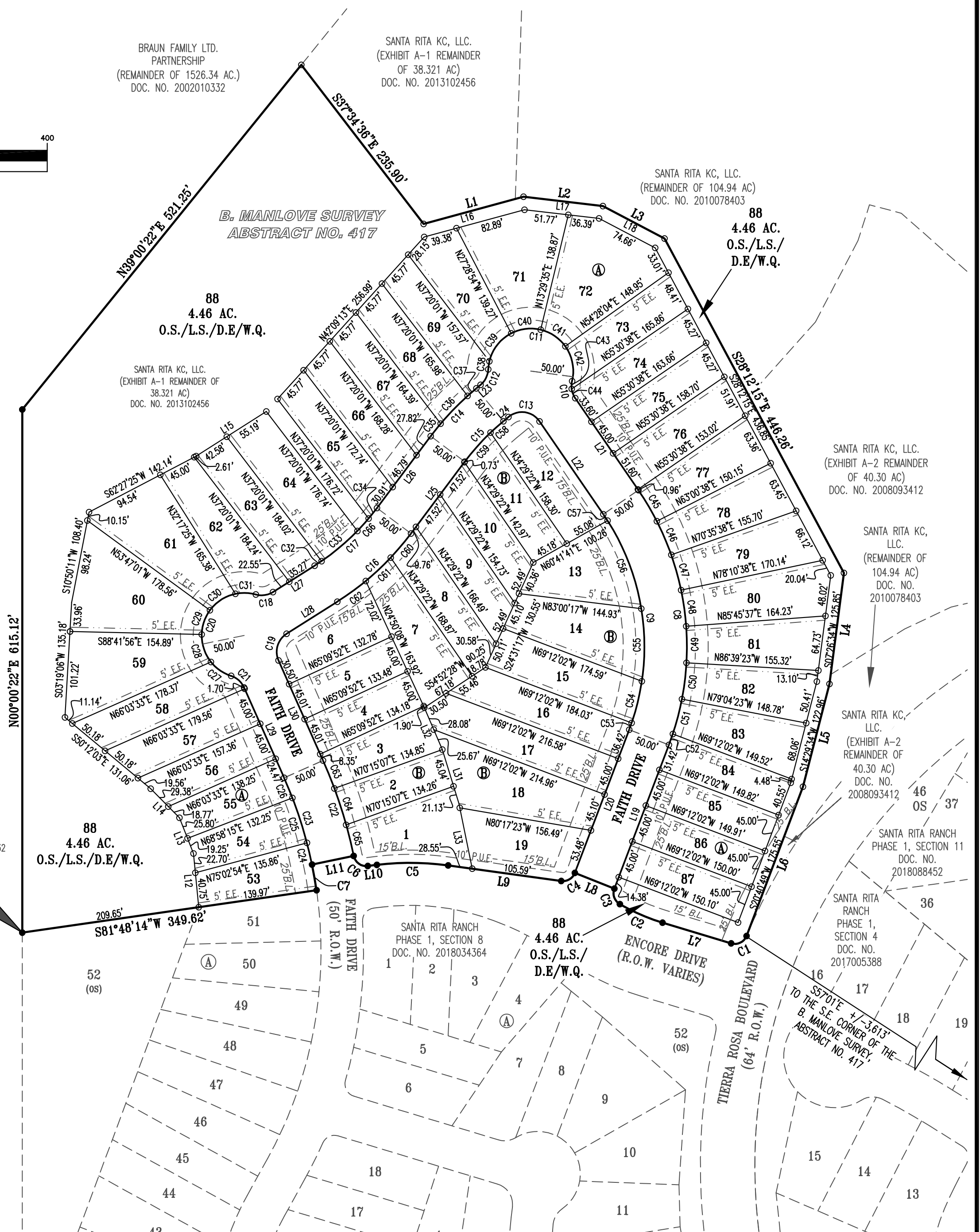


LEGEND

- CAPPED 1/2" IRON ROD SET
- CAPPED 1/2" IRON ROD FOUND
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- D.E. DRAINAGE EASEMENT
- O.S. OPEN SPACE LOT
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- E.E. ELECTRIC EASEMENT
- L.S. LANDSCAPE LOT

BRAUN FAMILY LTD.
PARTNERSHIP
(REMAINDER OF
1526.34 AC.)
DOC. NO. 2002010332

POINT OF
BEGINNING



DATE: DECEMBER 9, 2019
OWNER:
SANTA RITA KC, LLC,
A TEXAS LIMITED LIABILITY COMPANY
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC,
A TEXAS LIMITED LIABILITY COMPANY
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

LINEAR FOOTAGE OF STREETS		
STREET NAMES	LINEAR FOOTAGE	DESIGN SPEED
FAITH DRIVE	1,405'	25 M.P.H.
TOTAL OF LOTS: 55		
NO. OF SINGLE FAMILY LOTS: 54		
NO. OF OPEN SPACE, LANDSCAPE, D.E. AND WATER QUALITY LOTS: 1		

TOTAL ACREAGE: 16.488 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417

F.E.M.A. MAP NO. 48491C 0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

Civil Engineering Surveying
5501 West William Cannon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SANTA RITA RANCH, PHASE 1
SECTION 9
A PRIVATE SUBDIVISION
FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	22.00	15.00	S64°45'26"W	20.08	13.51	84°01'46"
C2	54.76	235.00	N66°33'09"W	54.64	27.50	1°32'03"
C3	21.12	15.00	N19°32'20"W	19.42	12.74	80°40'36"
C4	20.17	15.00	S59°19'12"W	18.68	11.94	77°02'28"
C5	84.04	325.00	N89°34'02"W	83.81	42.26	14°48'56"
C6	22.32	15.00	N54°20'49"W	20.32	13.81	85°15'22"
C7	30.67	503.21	S09°58'22"E	30.67	15.34	3°29'32"
C8	313.62	325.00	N06°50'42"W	301.59	170.23	55°17'20"
C9	265.37	275.00	N06°50'42"W	255.19	144.04	55°17'20"
C10	21.03	25.00	S10°23'40"E	20.41	11.18	48°11'23"
C11	167.01	50.00	N81°59'22"W	99.51	501.85	191°22'46"
C12	21.03	25.00	N26°24'57"E	20.41	11.18	48°11'23"
C13	41.45	25.00	N81°59'22"W	36.86	27.28	95°00'00"
C14	77.87	325.00	S43°38'47"W	77.69	39.12	1°34'43"
C15	65.89	275.00	S43°38'47"W	65.73	33.10	1°34'43"
C16	118.71	325.00	N47°14'46"E	118.05	60.02	20°55'40"
C17	100.45	275.00	N47°14'46"E	99.89	50.79	20°55'40"
C18	21.03	25.00	N81°48'17"E	20.41	11.18	48°11'23"
C19	35.63	25.00	S16°53'04"W	32.69	21.60	81°39'03"
C20	155.36	50.00	S16°53'04"W	99.99	2908.34	178°01'49"
C21	21.03	25.00	N48°02'09"W	20.41	11.18	48°11'23"
C22	118.01	553.21	N17°49'48"W	117.78	59.23	12°13'19"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C23	107.34	503.21	N17°49'48"W	107.14	53.88	12°13'19"
C24	26.14	503.21	N13°12'26"W	26.14	13.07	2°58'36"
C25	55.63	503.21	N17°51'45"W	55.60	27.84	6°20'01"
C26	25.57	503.21	N22°29'06"W	25.57	12.79	2°54'42"
C27	29.31	50.00	S55°20'06"E	28.90	15.09	3°35'29"
C28	34.77	50.00	S18°37'09"E	34.07	18.12	39°50'25"
C29	30.47	50.00	S18°45'31"W	30.00	15.72	34°54'55"
C30	36.54	50.00	S57°09'03"W	35.73	19.13	41°52'09"
C31	24.27	50.00	N88°00'27"W	24.03	12.38	27°48'50"
C32	9.89	275.00	N56°40'46"E	9.89	4.95	2°03'39"
C33	55.16	275.00	N49°54'11"E	55.06	27.67	11°29'30"
C34	15.75	275.00	N38°25'23"E	15.75	7.88	3°16'55"
C35	18.82	325.00	S38°26'29"W	18.82	9.41	3°19'06"
C36	45.54	325.00	S44°06'54"W	45.51	22.81	8°01'44"
C37	13.51	325.00	S49°19'12"W	13.51	6.75	2°22'52"
C38	9.51	50.00	S07°46'05"W	9.49	4.77	10°53'38"
C39	43.03	50.00	S37°52'00"W	41.71	22.95	49°18'13"
C40	35.76	50.00	S8°00'21"W	35.00	18.68	40°58'29"
C41	35.76	50.00	N56°01'11"W	35.00	18.68	40°58'29"
C42	42.96	50.00	N10°54'58"W	41.65	22.91	49°13'57"
C43	9.19	25.00	S03°10'10"W	9.14	4.65	21°03'43"
C44	11.84	25.00	S20°55'32"E	11.73	6.03	27°07'40"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C45	42.54	325.00	N30°44'22"W	42.51	21.30	7°30'00"
C46	43.01	325.00	N23°11'52"W	42.98	21.54	7°35'00"
C47	43.01	325.00	N15°36'52"W	42.98	21.54	7°35'00"
C48	43.01	325.00	N08°01'52"W	42.98	21.54	7°35'00"
C49	43.01	325.00	N00°26'53"W	42.98	21.54	7°35'00"
C50	43.01	325.00	N07°08'07"E	42.98	21.54	7°35'00"
C51	42.42	325.00	N14°39'57"E	42.38	21.24	7°28'39"
C52	13.59	325.00	N19°36'07"E	13.58	6.79	2°23'42"
C53	8.58	275.00	N19°54'19"E	8.58	4.29	1°47'17"
C54	50.45	275.00	N13°45'20"E	50.38	25.30	10°30'41"
C55	85.72	275.00	N00°25'48"W	85.38	43.21	17°51'36"
C56	111.55	275.00	N20°58'51"W	110.79	56.55	2°31'29"
C57	9.06	275.00	N33°32'44"W	9.06	4.53	1°53'16"
C58	20.18	275.00	S48°24'29"W	20.18	10.10	4°12'18"
C59	45.71	275.00	S41°32'38"W	45.66	22.91	9°31'24"
C60	37.12	325.00	N40°03'16"E	37.10	18.58	6°32'40"
C61	40.16	325.00	N46°52'01"E	40.14	20.11	7°04'50"
C62	41.42	325.00	N54°03'31"E	41.39	20.74	7°18'09"
C63	35.35	553.21	N22°06'37"W	35.34	17.68	3°39'40"
C64	45.03	553.21	N17°56'52"W	45.02	22.53	4°39'51"
C65	37.62	553.21	N13°40'02"W	37.62	18.82	3°53'48"
C66	19.65	275.00	N42°06'38"E	19.64	9.83	4°05'36"

Line Table		
Line #	Length	Direction
L1	121.71	N74°47'44"E
L2	93.84	S83°21'10"E
L3	82.05	S62°16'27"E
L4	131.59	S07°26'34"W
L5	124.69	S14°29'34"W
L6	187.72	S20°40'49"W
L7	84.24	N73°13'41"W
L8	50.01	N68°17'13"W
L9	134.14	N82°09'34"W
L10	10.87	S83°01'30"W
L11	50.00	S78°16'52"W
L12	63.45	S05°37'28"E
L13	45.05	S21°22'33"E
L14	48.15	S44°46'49"E
L15	97.78	S57°28'44"W
L16	122.27	S74°47'44"W
L17	88.15	S83°21'10"E

Line Table		
Line #	Length	Direction
L18	74.66	S62°16'27"E
L19	180.79	S20°47'58"W
L20	180.00	S20°47'58"W
L21	131.16	S34°29'22"E
L22	132.49	S34°29'22"E
L23	6.49	S50°30'38"W
L24	7.83	S50°30'38"W
L25	105.52	S36°46'56"W
L26	105.52	S36°46'56"W
L27	57.82	S57°42'35"W
L28	70.52	S57°42'35"W
L29	116.17	S23°56'27"E
L30	128.87	S23°56'27"E
L31	66.18	S17°12'06"E
L32	53.74	S23°02'42"E
L33	78.36	S11°31'34"E

FIELD NOTES

BEING ALL OF THAT CERTAIN 16.488 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THE REMAINDER OF A CALLED 38.321 ACRE TRACT OF LAND DESCRIBED AS EXHIBIT A-1 AND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2013102456, BEING ALSO A PORTION OF THE REMAINDER OF A CALLED 104.94 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2010078403 AND BEING ALSO A PORTION OF THE REMAINDER OF A CALLED 40.30 ACRE TRACT OF LAND DESCRIBED AS EXHIBIT A-2 AND CONVEYED IN DOCUMENT NUMBER 2008093412, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 16.488 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING", BEING A WESTERN CORNER OF SAID 38.321 ACRE TRACT, BEING ALSO A POINT ON AN EASTERN BOUNDARY LINE OF A CALLED 1,526.34 ACRE TRACT OF LAND CONVEYED TO THE BRAUN FAMILY LTD., PARTNERSHIP IN DOCUMENT NUMBER 2002010332 (O.P.R.W.C.TX.) AND BEING ALSO A NORTHWESTERN CORNER OF LOT 52, BLOCK A OF SANTA RITA RANCH, PHASE 1, SECTION 8, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2018034364 (O.P.R.W.C.TX.), FOR THE SOUTHWESTERN CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 38.321 ACRE TRACT AND SAID 1,526.34 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

- N00°00'22"E, A DISTANCE OF 615.12 FEET TO A 1/2" IRON ROD FOUND, AND
- N39°00'22"E, A DISTANCE OF 521.25 FEET TO A CAPPED 1/2" ROD SET STAMPED "CBD SETSTONE", BEING A POINT ON A NORTHWESTERN BOUNDARY LINE OF SAID 38.321 ACRE TRACT AND BEING ALSO A SOUTHEASTERN BOUNDARY LINE OF SAID 1,526.34 ACRE TRACT, FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, OVER AND ACROSS SAID 38.321 ACRE TRACT, SAID 104.94 ACRE TRACT AND SAID 40.30 ACRE TRACT, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

- S37°34'36"E, A DISTANCE OF 235.90 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE",
- N74°47'44"E, A DISTANCE OF 121.71 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE",
- S83°21'10"E, A DISTANCE OF 93.84 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE",
- S62°16'27"E, A DISTANCE OF 82.05 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE",
- S28°12'15"E, A DISTANCE OF 446.26 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE",
- S07°26'34"W, A DISTANCE OF 131.59 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE",
- S14°29'34"W, A DISTANCE OF 124.69 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE",
- S20°40'49"W, A DISTANCE OF 187.72 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT, BEING A NORTHWESTERN TERMINUS POINT OF TIERRA ROSA BOULEVARD (64' R.O.W.) AND BEING ALSO A NORTHEASTERN TERMINUS POINT OF ENCORE DRIVE (R.O.W. VARIES), FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE COMMON BOUNDARY OF SAID 40.30 ACRE TRACT AND THE NORTHERN RIGHT-OF-WAY LINE OF SAID ENCORE DRIVE, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES, NUMBERED 1 THROUGH 12,

- WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.00 FEET, AND WHOSE CHORD BEARS S64°45'26"W, A DISTANCE OF 20.08 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING",
- N73°13'41"W, A DISTANCE OF 84.24 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
- WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 235.00 FEET, AN ARC LENGTH OF 54.76 FEET, AND WHOSE CHORD BEARS N66°33'09"W, A DISTANCE OF 54.64 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING", AT A POINT OF COMPOUND CURVATURE, FOR A CURVE TO THE RIGHT,
- WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.12 FEET, AND WHOSE CHORD BEARS N19°32'20"W, A DISTANCE OF 19.42 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING",
- N68°17'13"W, A DISTANCE OF 50.01 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
- WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 20.17 FEET, AND WHOSE CHORD BEARS S59°19'12"W, A DISTANCE OF 18.68 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING",
- N82°09'34"W, A DISTANCE OF 134.14 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING", AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
- WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 84.04 FEET, AND WHOSE CHORD BEARS N89°34'02"W, A DISTANCE OF 83.81 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING",
- S83°01'30"W, A DISTANCE OF 10.87 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
- WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.32 FEET, AND WHOSE CHORD BEARS N54°20'49"W, A DISTANCE OF 20.32 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING",
- S78°16'52"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT, AND
- WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 503.21 FEET, AN ARC LENGTH OF 30.67 FEET, AND WHOSE CHORD BEARS S09°58'22"E, A DISTANCE OF 30.67 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING", BEING A SOUTHERN CORNER OF SAID 40.30 ACRE TRACT, AND BEING ALSO THE NORTHEASTERN CORNER OF LOT 51, BLOCK A OF SAID SANTA RITA RANCH, PHASE 1, SECTION 8,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 40.50 ACRE TRACT AND SAID SANTA RITA RANCH, PHASE 1, SECTION 8, S81°48'14"W, A DISTANCE OF 349.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.488 ACRES OF LAND.

GENERAL:

- BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
- THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DRAINAGE AND FLOODPLAIN:

- EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., PROJECT NO. 5052, DATED AUGUST 20, 2019.
- 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.

WATER AND WASTEWATER:

- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/GEORGETOWN UTILITY SYSTEMS.
- WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/CITY OF LIBERTY HILL.
- ELECTRIC SERVICE IS PROVIDED BY: PEC

PRIVATE ROAD NOTES:

- THE ROADS WITHIN THIS SUBDIVISION SHALL BE MAINTAINED TO SUCH A STANDARD THAT WILL ALLOW EMERGENCY VEHICLES ACCESS FOR THE ROADWAY DESIGN SPEED IN PERPETUITY BY THE HOMEOWNERS' ASSOCIATION.
- THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROAD WITHIN THIS SUBDIVISION. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE, AND MEMBERSHIP IN THIS ASSOCIATION SHALL BE MANDATORY FOR ALL PROPERTY OWNERS.
- EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE THAT ALL ROADS WITHIN THIS SUBDIVISION ARE PRIVATE. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS UNLESS THEY MEET THE COUNTY STANDARDS IN EFFECT ON THE DATE OF ACCEPTANCE.
- ALL ROADS WITHIN THE SUBDIVISION MUST BE CONSTRUCTED TO COUNTY STANDARDS.
- A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

SHEET NO. 2 OF 3



Carlson, Brigrance & Doering, Inc.

FIRM ID #F3791 ♦ REG. # 10024900

Civil Engineering
5501 West William Cannon
Phone No. (512) 280-5160

Surveying
Austin, Texas 78749
Fax No. (512) 280-5165

PATH-J:\AC3D\5010\SURVEY\PLAT – SANTA RITA PH. 1, SEC 9.dwg

**SANTA RITA RANCH, PHASE 1
SECTION 9
A PRIVATE SUBDIVISION
FINAL PLAT**

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC, OWNER OF A CALLED 38.321 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2013102456, A CALLED 104.94 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2010078403, AND A CALLED 40.30 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2008093412, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH, PHASE 1, SECTION 9, A PRIVATE SUBDIVISION"

, AND FURTHER ACKNOWLEDGE THAT 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 ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3 DAY OF December, 2019.

SANTA RITA KC, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: J. E. Horne
JAMES EDWARD HORNE, VICE PRESIDENT
1900 CROSS CREEK LANE
LIBERTY HILL, TX 78642

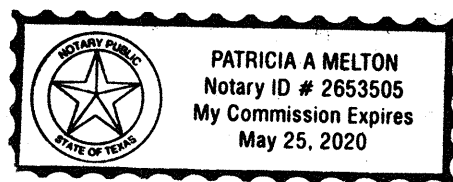
STATE OF TEXAS:

COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MR. JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 3 DAY OF December, 2019 A.D.

Patricia A. Melton
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS



CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN(S) DATED 10/31/13 & 1/31/18, RECORDED AS DOCUMENT NO.(S) 2013103003 & 2018009177 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: Jason Rangel
PRINTED NAME: JASON RANGEL
TITLE: VICE PRESIDENT

STATE OF TEXAS
COUNTY OF TRAVIS

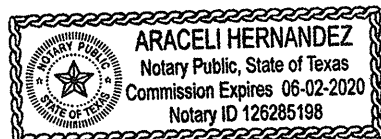
BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 4 DAY OF December, A.D., 2019.

BY: Araceli Hernandez
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernandez

MY COMMISSION EXPIRES: 6-2-2020



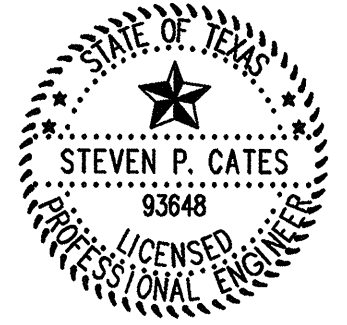
STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C-0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: Steven P. Cates 12/3/2019
STEVEN P. CATES, P.E. NO. 93648
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749



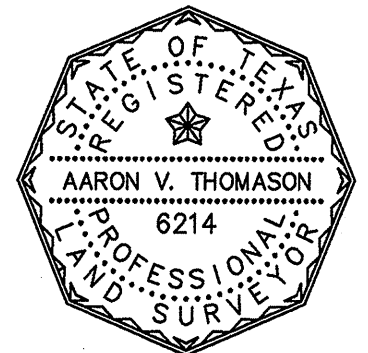
CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: Aaron V. Thomason 03 DEC 2019
AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com



THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

Carolyn A. Melton
CITY OF LIBERTY HILL, TEXAS 12/5/19
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 9th DAY OF Dec, 2019 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT.

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, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND 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

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

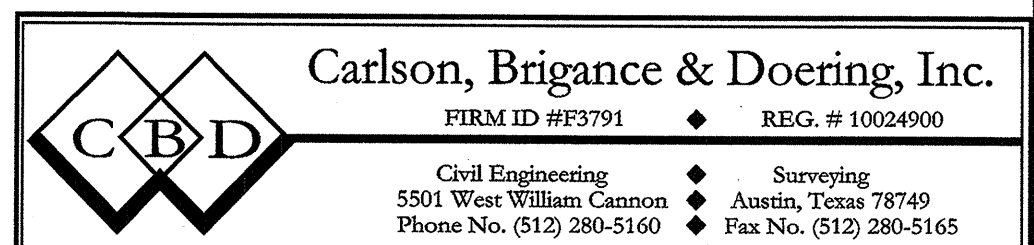
I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, _____M., AND DULY RECORDED THIS THE _____ DAY OF _____,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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 3 OF 3



Commissioners Court - Regular Session**52.****Meeting Date:** 12/17/2019

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 12 subdivision - Pct 3

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1, Section 12 subdivision - Precinct 3.

Background

This is the next section of the Santa Rita Ranch Phase 1 development. It consists of 20 single family lots, 1 easement & landscape buffer lot, 2 open space lots, 1 mail kiosk lot, and 1,216 of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of \$648,078.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2019-03-07 – initial submittal of final plat

2019-03-18 – 1st review complete with comments

2019-11-25 – 2nd submittal of final plat

2019-12-05 – 2nd review complete with comments

2019-12-09 – 3rd submittal of final plat

2019-12-09 – 3rd review complete with comments cleared

2019-12-12 – final plat placed on the December 17, 2019 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Santa Rita Ranch Ph 1 Sec 12

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 12/12/2019

Reviewed By

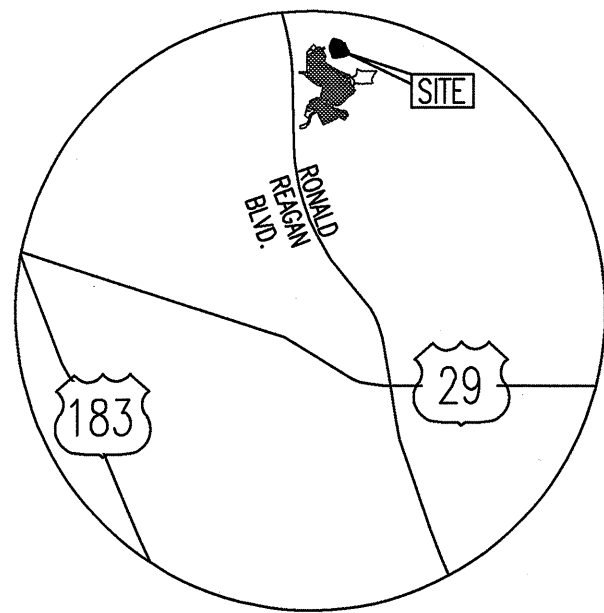
Andrea Schiele

Date

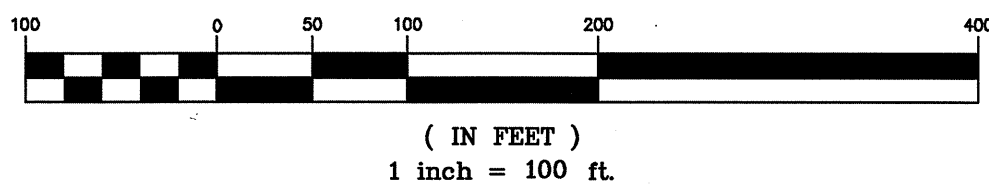
12/12/2019 12:05 PM

Started On: 12/11/2019 11:59 PM

SANTA RITA RANCH PHASE 1 SECTION 12 FINAL PLAT



SCALE: 1" = 100'
GRAPHIC SCALE



LEGEND

- CAPPED 1/2" IRON ROD SET
- CAPPED 1/2" IRON ROD FOUND
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.S.L. BUILDING SETBACK LINES
- M.B.U. MAILBOX UNIT

DATE: DECEMBER 09, 2019

OWNER:

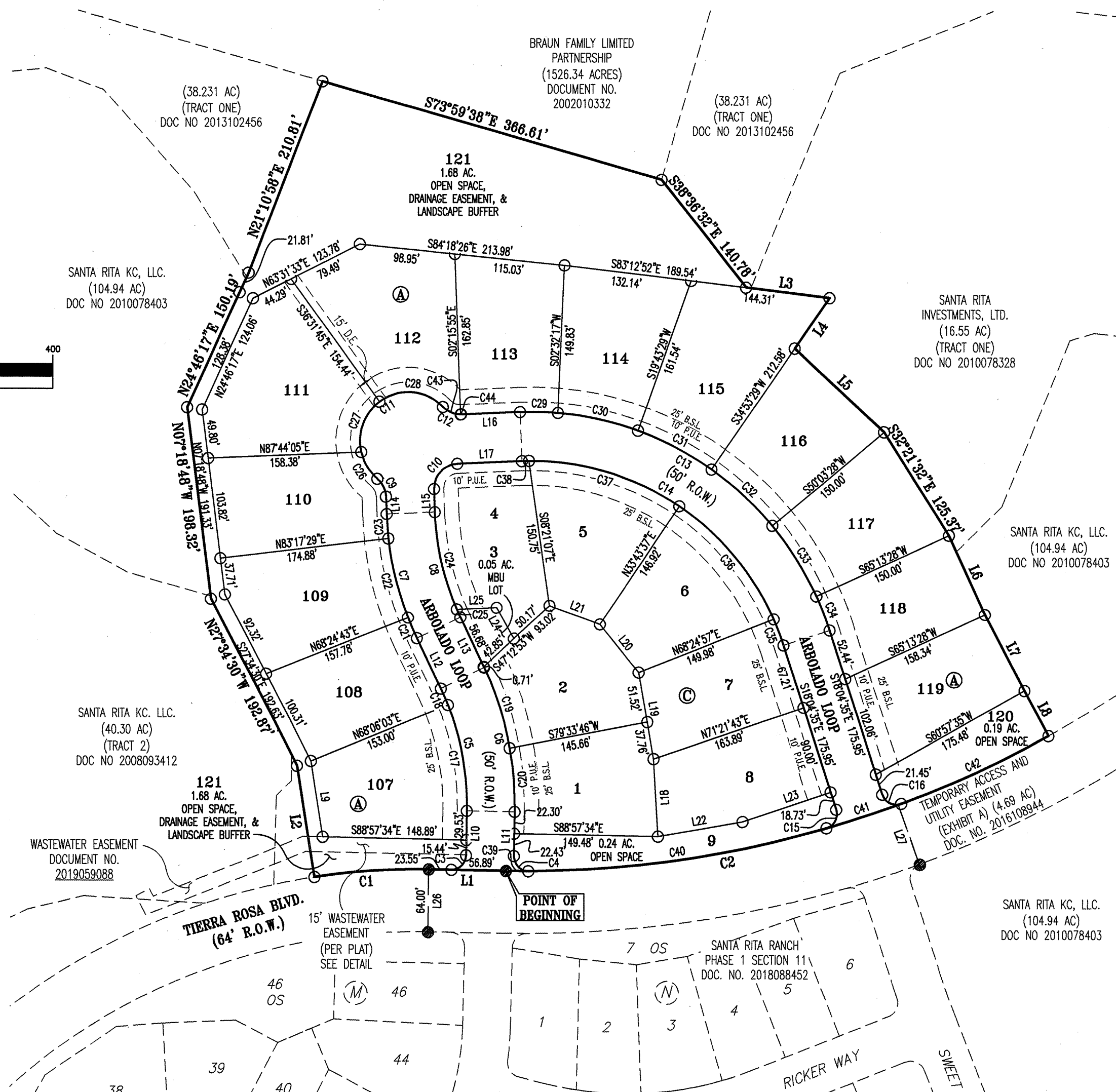
SANTA RITA KC, LLC,
A TEXAS LIMITED LIABILITY COMPANY
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:

SANTA RITA KC, LLC,
A TEXAS LIMITED LIABILITY COMPANY
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

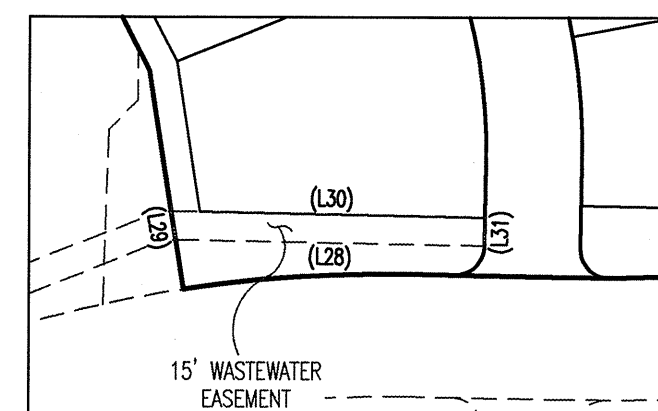
ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 11.202 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417
F.E.M.A. MAP NO. 48491C 0275E
WILLAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008



Easement Line Table		
Line #	Length	Direction
(L28)	161.45	N88°57'34"W
(L29)	15.24	N09°04'46"W

Easement Line Table		
Line #	Length	Direction
(L30)	164.13	S88°57'34"E
(L31)	15.00	S01°02'28"W



WASTEWATER EASEMENT DETAIL
SCALE 1" = 100'

SHEET NO. 1 OF 3

TOTAL OF LOTS:	24
NO. OF SINGLE FAMILY LOTS:	20
NO. OF OPEN SPACE, DRAINAGE EASEMENT, & LANDSCAPE BUFFER LOTS:	1
NO. OF OPEN SPACE LOTS:	2
NO. OF MAIL KIOSK LOTS:	1

LINEAR FOOTAGE OF STREETS		
STREET NAMES	LINEAR FOOTAGE	DESIGN SPEED
ARBOLADO LOOP	1216'	25 M.P.H.

Carlson, Brigance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

Civil Engineering 5501 West William Cannon Phone No. (512) 280-5160

Surveying Austin, Texas 78749 Fax No. (512) 280-5165

PATH-J: AC3D\5062\SURVEY\PLAT - SANTA RITA PH 1 SEC 12.dwg

SANTA RITA RANCH
PHASE 1 SECTION 12
FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	118.91	698.15	S86°09'37"W	118.77	59.60	9°45'32"
C2	585.21	1130.49	S76°12'38"W	578.69	299.32	29°39'34"
C3	23.56	15.00	S46°02'26"W	21.21	15.00	90°00'00"
C4	23.87	15.00	S44°33'12"E	21.43	15.31	91°11'15"
C5	128.42	275.00	N12°20'14"W	127.26	65.40	26°45'21"
C6	151.77	325.00	N12°20'14"W	150.39	77.29	26°45'21"
C7	133.02	325.00	S13°59'25"E	132.09	67.45	23°27'00"
C8	112.55	275.00	S13°59'25"E	111.77	57.08	23°27'00"
C9	21.03	25.00	N26°21'36"W	20.41	11.18	48°11'23"
C10	39.27	25.00	S42°44'05"W	35.36	25.00	90°00'00"
C11	162.65	50.00	S42°44'05"W	99.85	897.21	186°22'46"
C12	21.03	25.00	S68°10'13"E	20.41	11.18	48°11'23"
C13	420.82	325.00	N55°10'15"W	392.03	245.75	74°11'20"
C14	356.08	275.00	N55°10'15"W	331.72	207.94	74°11'20"
C15	24.10	15.00	S27°57'04"W	21.59	15.55	92°03'18"
C16	24.10	15.00	S64°06'14"E	21.59	15.55	92°03'18"
C17	110.10	275.00	N10°25'45"W	109.37	55.80	22°56'23"
C18	18.32	275.00	N23°48'26"W	18.31	9.16	3°48'58"
C19	86.66	325.00	S18°04'35"E	86.40	43.59	15°16'40"
C20	65.11	325.00	S04°41'54"E	65.00	32.66	11°28'40"
C21	23.41	325.00	N23°39'06"W	23.41	11.71	4°07'38"
C22	84.40	325.00	N14°08'54"W	84.16	42.44	14°52'46"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C23	25.20	325.00	N04°29'13"W	25.20	12.61	4°26'36"
C24	103.42	275.00	S13°02'20"E	102.81	52.33	21°32'50"
C25	9.13	275.00	S24°45'50"E	9.13	4.57	1°54'10"
C26	32.69	50.00	N31°43'30"W	32.11	16.95	37°27'35"
C27	58.00	50.00	N20°14'16"E	54.80	32.76	66°27'57"
C28	71.95	50.00	S85°18'08"E	65.90	43.81	82°27'14"
C29	39.23	325.00	S88°48'25"E	39.21	19.64	6°55'00"
C30	85.50	325.00	S77°48'43"E	85.25	43.00	15°04'24"
C31	86.03	325.00	S62°41'31"E	85.78	43.27	15°10'00"
C32	86.03	325.00	S47°31'32"E	85.78	43.27	15°10'00"
C33	86.03	325.00	S32°21'32"E	85.78	43.27	15°10'00"
C34	38.00	325.00	S21°25'34"E	37.98	19.02	6°41'58"
C35	28.78	275.00	N21°04'27"W	28.76	14.40	5°59'44"
C36	154.55	275.00	N40°10'21"W	152.53	79.38	32°12'04"
C37	165.38	275.00	N73°30'05"W	162.90	85.28	34°27'24"
C38	7.37	275.00	S88°30'09"W	7.37	3.69	1°32'08"
C39	23.42	1116.29	S89°32'49"E	23.42	11.71	1°12'08"
C40	313.22	1130.52	N81°54'57"E	312.21	157.82	15°52'26"
C41	81.09	1133.66	N71°55'25"E	81.08	40.56	4°05'55"
C42	167.47	1131.15	N65°37'29"E	167.32	83.89	8°28'59"
C43	20.52	25.00	S67°35'28"E	19.95	10.88	47°01'48"
C44	0.51	25.00	N88°18'53"E	0.51	0.25	1°09'35"

Line Table		
Line #	Length	Direction
L1	80.45	N88°57'41"W
L2	114.36	N09°04'46"W
L3	86.91	S83°12'52"E
L4	62.58	S34°53'29"W
L5	125.37	S47°31'32"E
L6	90.00	S24°46'32"E
L7	88.44	S27°51'09"E
L8	52.33	S28°37'10"E
L9	78.30	S09°04'46"E
L10	44.97	S01°02'26"W
L11	44.73	S01°02'26"W
L12	57.39	S25°42'55"E
L13	57.39	S25°42'55"E
L14	18.10	S02°15'55"E

Line Table		
Line #	Length	Direction
L15	24.00	S02°15'55"E
L16	61.73	N87°44'05"E
L17	67.63	N87°44'05"E
L18	79.12	S03°21'10"E
L19	89.28	N09°54'24"W
L20	63.98	S39°16'46"E
L21	56.14	S69°53'36"E
L22	88.93	N80°12'39"E
L23	95.99	N71°21'43"E
L24	36.74	S29°44'39"E
L25	41.68	N87°44'05"E
L26	64.00	S01°02'26"W
L27	64.00	S19°58'18"E

GENERAL:

- BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
- THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DRAINAGE AND FLOODPLAIN:

- EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., PROJECT NO. 5052, DATED AUGUST 20, 2019.
- 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.

WATER AND WASTEWATER:

- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/GEORGETOWN UTILITY SYSTEMS.
- WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/CITY OF LIBERTY HILL.
- ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

- IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
- SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
- DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
- THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
- A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

FIELD NOTES

BEING ALL OF THAT CERTAIN 11.202 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 38.231 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2013102456, A PORTION OF A CALLED 104.94 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2010078403, A PORTION OF A CALLED 40.30 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO SANTA RITA KC. LLC. IN DOCUMENT NUMBER 2008093412, AND A PORTION OF A CALLED 16.55 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO SANTA RITA INVESTMENTS, LTD. IN DOCUMENT NUMBER 2010078328, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 11.202 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING" IN THE NORTH RIGHT-OF-WAY LINE OF TIERRA ROSA BOULEVARD (64' R.O.W.), BEING IN THE NORTH LINE OF SANTA RITA RANCH, PHASE 1, SECTION 11, RECORDED IN DOCUMENT NUMBER 2018088452, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR A SOUTHERN CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE NORTH LINE OF SAID TIERRA ROSA BOULEVARD AND THE NORTH LINE OF SAID SANTA RITA, PHASE 1, SECTION 11, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

- N88°57'41"W, A DISTANCE OF 80.45 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING" AT THE BEGINNING OF A CURVE TO THE LEFT, AND
- ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 698.15 FEET, AN ARC LENGTH OF 118.91 FEET, AND A CHORD THAT BEARS S86°09'37"W, A DISTANCE OF 118.77 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 104.94 ACRE TRACT, SAID 40.30 ACRE TRACT, AND SAID 38.321 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

- N09°04'46"W, A DISTANCE OF 114.36 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- N27°34'30"W, A DISTANCE OF 192.87 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- N07°18'48"W, A DISTANCE OF 198.32 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
- N24°46'17"E, A DISTANCE OF 150.19 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", AND
- N21°10'58"E, A DISTANCE OF 210.81 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND IN THE NORTH LINE OF SAID 38.231 ACRE TRACT OF LAND,


THENCE, S73°59'38"E, WITH THE NORTH LINE OF SAID 38.231 ACRE TRACT OF LAND, A DISTANCE OF 366.61 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT AN INTERIOR CORNER OF SAID 38.231 ACRE TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 38.321 ACRE TRACT, SAID 16.55 ACRE TRACT, AND SAID 104.94 ACRE TRACT, AND, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

- S38°36'32"E, A DISTANCE OF 140.78 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- S83°12'52"E, A DISTANCE OF 86.91 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
- S34°53'29"W, A DISTANCE OF 62.58 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- S47°31'32"E, A DISTANCE OF 125.37 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- S32°21'32"E, A DISTANCE OF 125.37 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- S24°46'32"E, A DISTANCE OF 90.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- S27°51'09"E, A DISTANCE OF 88.44 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- S28°37'10"E, A DISTANCE OF 52.33 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, BEING IN THE NORTH LINE OF SAID TIERRA ROSA BOULEVARD AND THE NORTH LINE OF SAID SANTA RITA, PHASE 1, SAME BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,

THENCE, ALONG THE NORTH LINE OF SAID SANTA RITA, PHASE1, SECTION 11, THE NORTH LINE OF SAID TIERRA ROSA BOULEVARD, AND SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1130.49 FEET, AN ARC LENGTH OF 585.21 FEET, AND WHOSE CHORD BEARS S76°12'38"W, A DISTANCE OF 578.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.202 ACRES OF LAND.

SHEET NO. 2 OF 3



Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ♦ REG. # 10024900
Civil Engineering ♦ Surveying
5501 West William Cannon ♦ Austin, Texas 78749
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 1 SECTION 12 FINAL PLAT

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THAT CERTAIN CALLED 38.231 ACRES TRACT OF LAND, CONVEYED IN DOCUMENT NUMBER 2013102456, A CALLED 104.94 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2010078403, A CALLED 40.30 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2008093412, AND A CALLED 16.55 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2010078328, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF AND A PART OF THE B. MANLOVE SURVEY, ABSTRACT 417, SITUATED IN WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

"SANTA RITA RANCH, PHASE 1, SECTION 12"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 26 DAY OF November, 2019.

SANTA RITA KC, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: J. d. r.
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

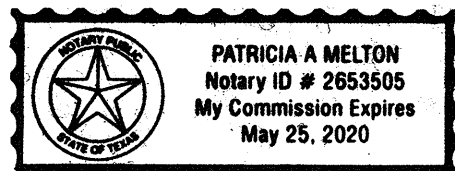
STATE OF TEXAS:

COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 26 DAY OF November, 2019 A.D.

Patricia A. Melton
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS



CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN(S) DATED 10/31/13 AND 1/31/18, RECORDED AS DOCUMENT NO.(S) 2013103003 & 2018009177

IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: Jason Rangel

PRINTED NAME: JASON RANGEL

BY: _____

STATE OF TEXAS
COUNTY OF Travis

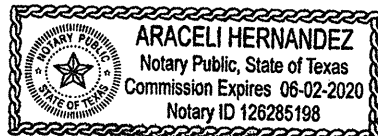
BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 4 DAY OF December, A.D., 2019

BY: Araceli Hernandez
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernandez

MY COMMISSION EXPIRES: 6-2-2020



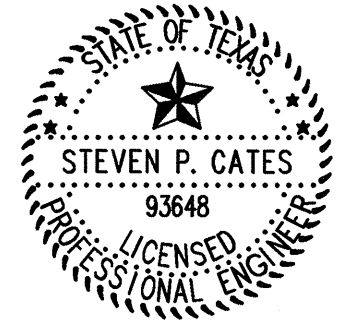
STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C-0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: Steven P. Cates 12/2/2019
STEVEN P. CATES, P.E. NO. 93648
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749



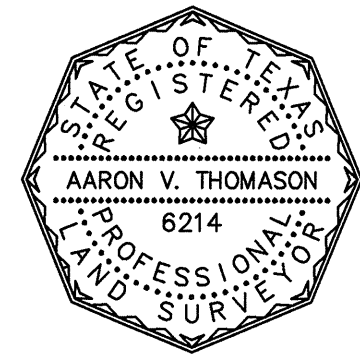
CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: Aaron V. Thomason 02 DEC 2019
AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com



THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

Sally A. McFarland 12/5/19
CITY OF LIBERTY HILL, TEXAS
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 9th DAY OF Dec, 2019 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

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

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, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND 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

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

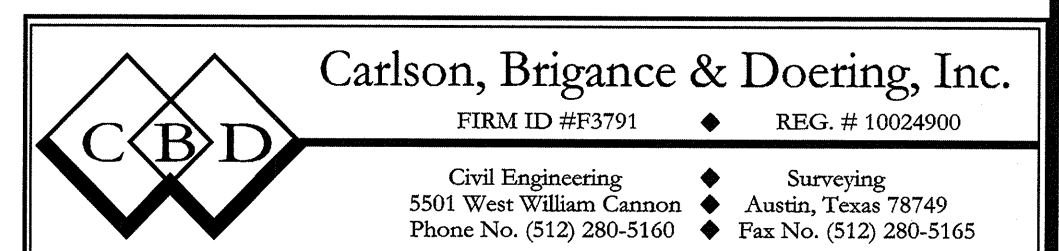
I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., AND DULY RECORDED THIS THE _____ DAY OF _____,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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

SHEET NO. 3 OF 3



Commissioners Court - Regular Session**53.****Meeting Date:** 12/17/2019

Discuss consider and take appropriate action on approval of the replat of Lot 3 of the Elgin Acres subdivision – Pct 4

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the replat of Lot 3 of the Elgin Acres subdivision – Precinct 4.

Background

This is a replat of Lot 3 of the Elgin Acres subdivision. The replat will subdivide a single existing lot into 3 newly configured lots and no new public roads.

Timeline

2018-08-03 – initial submittal of replat

2018-10-03 – 1st review complete with comments2019-02-21 – 2nd submittal of replat2019-03-12 – 2nd review complete with comments2019-04-03 – 3rd submittal of replat2019-04-08 – 3rd review complete with comments2019-04-18 – 4th submittal of replat2019-05-03 – 4th review complete with comments2019-11-25 – 5th submittal of replat2019-11-26 – 5th review complete with comments clear

2019-12-12 – replat placed on the December 17, 2019 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachmentsreplat - Lot 3 Elgin Acres

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 12/12/2019

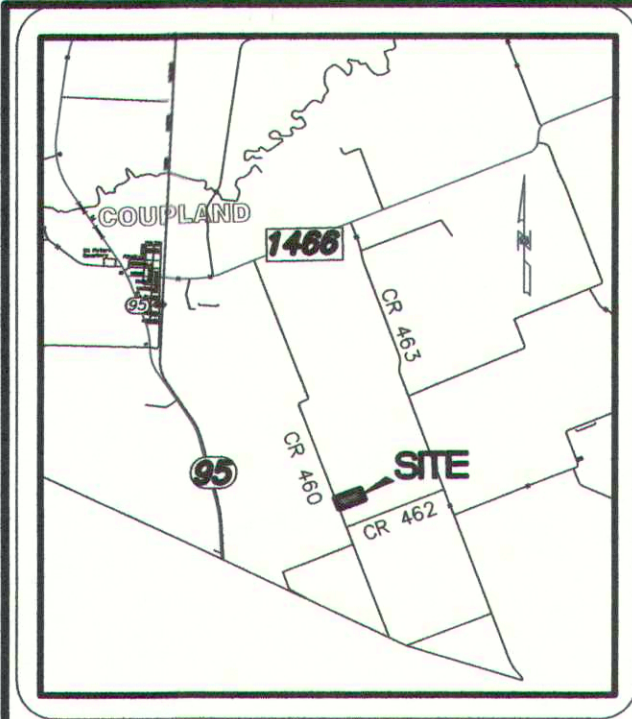
Reviewed By

Andrea Schiele

Date

12/12/2019 12:13 PM

Started On: 12/12/2019



LOCATION MAP
NTS

LEGEND
○ IRON ROD SET W/CAP "ASH 5687"
● IRON ROD FOUND
P.U.E. PUBLIC UTILITY EASEMENT
(BRG.-DIST.) RECORD CALL

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

THAT WE, GABINO AVILA OROZCO, MIGUEL ANGEL REYES CRUZ, AND DIMAS PEREZ JARAMILLO, OWNERS OF LOT 3, ELGIN ACRES, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2018024764, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2018046475 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY REPLAT SAID LOT 3, ELGIN ACRES AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "LOT 3A, LOT 3B & LOT 3C, ELGIN ACRES".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 14th DAY OF December, 2019.

GABINO AVILA OROZCO

MIGUEL ANGEL REYES CRUZ

DIMAS PEREZ JARAMILLO

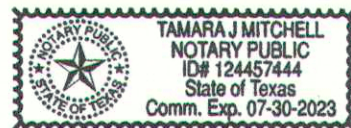
STATE OF TEXAS *
COUNTY OF WILLIAMSON *

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GABINO AVILA OROZCO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 14th DAY OF

December, A.D., 2019.

NOTARY PUBLIC



STATE OF TEXAS

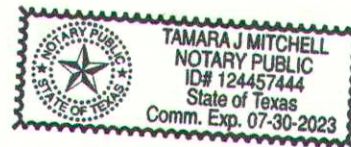
STATE OF TEXAS *
COUNTY OF WILLIAMSON *

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MIGUEL ANGEL REYES CRUZ, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 14th DAY OF

December, A.D., 2019.

NOTARY PUBLIC



STATE OF TEXAS

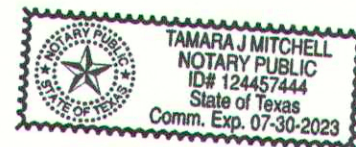
STATE OF TEXAS *
COUNTY OF WILLIAMSON *

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DIMAS PEREZ JARAMILLO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 14th DAY OF

December, A.D., 2019.

NOTARY PUBLIC



STATE OF TEXAS

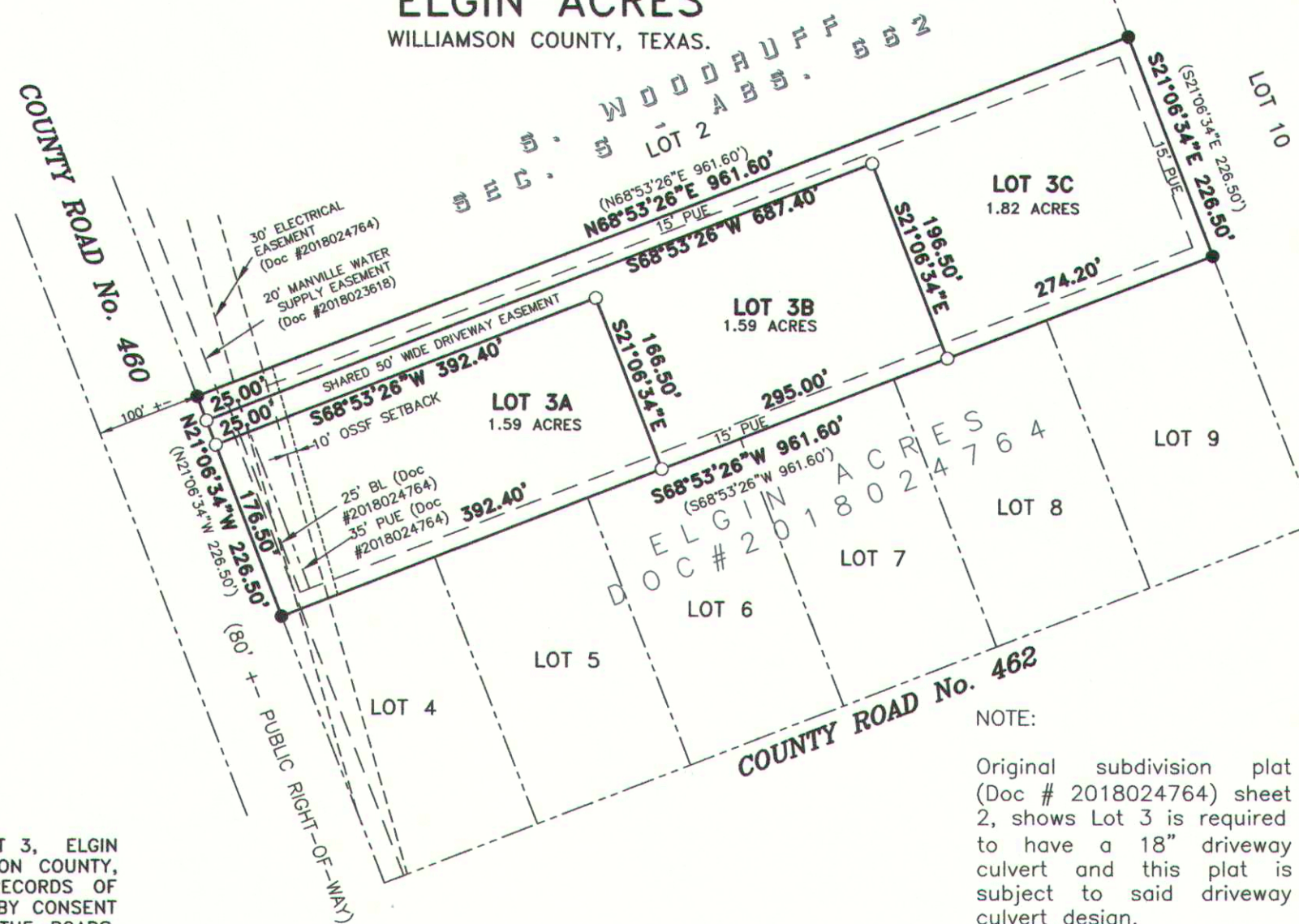
OWNER'S RESPONSIBILITIES

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

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

LOT 3A, LOT 3B & LOT 3C ELGIN ACRES

WILLIAMSON COUNTY, TEXAS.



NOTE:

Original subdivision plot (Doc # 2018024764) sheet 2, shows Lot 3 is required to have a 18" driveway culvert and this plat is subject to said driveway culvert design.

METES AND BOUNDS

BEING LOT 3, ELGIN ACRES, WILLIAMSON COUNTY, TEXAS, A SUBDIVISION OF RECORD, RECORDED IN INSTRUMENT #2018024764, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A IRON ROD FOUND AT THE NORTHWEST CORNER OF THE SAID LOT 3 AND THE SOUTHWEST CORNER OF LOT 2, OF THE SAID ELGIN ACRES IN THE EAST LINE OF COUNTY ROAD NO. 460, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING SAID COUNTY ROAD NO. 460, WITH THE COMMON LINE OF SAID LOTS 2 AND 3, NORTH 68°53'26" EAST (RECORD) A DISTANCE OF 961.60 FEET (RECORD) TO A IRON STAKE FOUND AT THE NORTH EAST CORNER OF SAID LOT 3, THE SOUTHEAST CORNER OF SAID LOT 2, IN THE WEST LINE OF LOT 10, OF THE SAID ELGIN ACRES, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING SAID LOT 2, WITH THE COMMON LINE OF SAID LOT 3 AND LOT 10, SOUTH 21°06'34" EAST (RECORD) A DISTANCE 226.50 FEET (RECORD) TO AN IRON STAKE FOUND AT THE SOUTHEAST CORNER OF LOT 3, SAME BEING THE NORTHEAST CORNER OF LOT 9 OF THE SAID ELGIN ACRES, IN THE WEST LINE OF THE SAID LOT 10, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE SAID LOT 10, WITH THE COMMON LINE OF LOT 3 AND LOTS 9 THROUGH 4 OF THE SAID ELGIN ACRES, SOUTH 88°53'26" WEST (RECORD) A DISTANCE OF 961.60 FEET (RECORD) TO AN IRON STAKE FOUND AT THE SOUTHWEST CORNER OF THE SAID LOT 3, THE NORTHWEST CORNER OF SAID LOT 4 IN THE EAST LINE OF THE AFOREMENTIONED COUNTY ROAD NO. 460, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE SAID LOT 4, WITH THE WEST LINE OF SAID LOT 3 AND THE EAST LINE OF THE SAID COUNTY ROAD NO. 460, NORTH 21° 06' 34" WEST (RECORD) A DISTANCE OF 226.50 FEET (RECORD) TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND.

EDWARDS AQUIFER NOTE:

THIS SUBDIVISION DOES NOT LIE WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. THIS SUBDIVISION DOES NOT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

PLAT INFORMATION:
TOTAL AREA: 5.00 ACRES
TOTAL NUMBER OF LOTS: 3
BLOCKS: 1

E.T.J. NOTE

THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF ANY CITY OR EXTRA TERRITORIAL JURISDICTION.

UTILITY INFORMATION:

WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION.
SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY AN ADVANCED ON-SITE SEWAGE FACILITIES.
ELECTRICAL SERVICE FOR THIS SUBDIVISION TO BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.

PLAT NOTES:

- 1) ACCORDING TO THE NATIONAL FOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48491C0725E, DATED SEPTEMBER 26, 2008, THIS PROPERTY IS LOCATED IN ZONE "X", AREAS OUTSIDE THE DESIGNATED 100-YEAR FLOODPLAIN.
- 2) RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
- 3) BEARING BASIS DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARIN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES & NAD83.
- 4) LANDSCAPING IS PROHIBITED WITHIN COUNTY ROAD RIGHT-OF-WAY.
- 5) THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF ELGIN ACRES, AS RECORDED IN DOCUMENT NO. 2018024764 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
- 6) RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHT-OF-WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
- 7) A DEFACIO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR UNTIL ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- 8) EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- 9) WILLIAMSON COUNTY DRIVEWAY PERMITS WILL BE REQUIRED FOR ALL LOTS IN THIS SUBDIVISION.
- 10) A DRIVEWAY EXISTS TO SERVE ALL THREE LOTS WITHIN THE SUBDIVISION WHICH WAS APPROVED IN JUNE 2018.
- 11) NO MORE THAN 3 LOTS MAY SHARE A JOINT ACCESS DRIVEWAY.

STATE OF TEXAS *
COUNTY OF HAYS *

I, RICHARD H. TAYLOR, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY UNDER MY SUPERVISION ON THE GROUND AND THAT CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

RICHARD H. TAYLOR
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, NO. 3986



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 ASSOCIATED WITHIN IT.

J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER

DATE

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 12th DAY OF December, 2019 A.D.

Cindy Bridges
TERESA BAKER Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS *
COUNTY OF WILLIAMSON *

I, BILL GRAVEL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY 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 GRAVEL JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

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

I, NANCY C. RISER, 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 14th DAY OF December, 2019, AT 10:00 O'CLOCK AM, AND DULY RECORDED THIS THE DAY OF December, 2019, AT 10:00 O'CLOCK AM, IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN INSTRUMENT NO. 2018024764.

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

NANCY C. RISER
CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY : _____, DEPUTY

REPLAT
LOT 3, ELGIN ACRES
A SUBDIVISION OF RECORD
DOCUMENT NO. 2018024764
WILLIAMSON COUNTY PLAT RECORDS
WILLIAMSON COUNTY, TEXAS

0 150 300
SCALE 1" = 150'

OWNER: MIGUEL REYES
12609 DESSAU RD.
AUSTIN, TX. 78754.

ASH &
ASSOCIATES
SURVEYING - PLANNING - ARCHITECTURE
"SERVING THE COMMUNITY OF TEXAS"

142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
ashandassociates.net
Surveying: 100847-00
Architecture: TX20240

DRAWN: RMM SCALE: 1" = 150'
REVIEWED: RHT DATE: 8/01/18 - REV. 12/09/19
©ASH & ASSOCIATES, L.L.C.

PROJECT No.
18-6989

SHEET 1 OF 1

Commissioners Court - Regular Session**54.****Meeting Date:** 12/17/2019

Discuss consider and take appropriate action on approval of the final plat for the Bailey Park Phase IV subdivision - Pct

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Bailey Park Phase IV subdivision - Precinct 3.

Background

This is next section of the Bailey Park Phase subdivision (formerly known as Sonterra North). It consists of 181 lots, 1 green space/drainage lot, and 5,544 LF of new public roads. Roadway and drainage construction has been completed.

Timeline

2019-07-16 – initial submittal of final plat

2019-08-14 – 1st review complete with comments2019-08-15 – 2nd submittal of final plat2019-08-22 – 2nd review complete with comments2019-12-05 – 3rd submittal of final plat2019-12-06 – 3rd review complete with comments clear

2019-12-12 – final plat placed on the December 17, 2019 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachmentsfinal plat - Bailey Park Phase IV

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 12/12/2019

Reviewed By

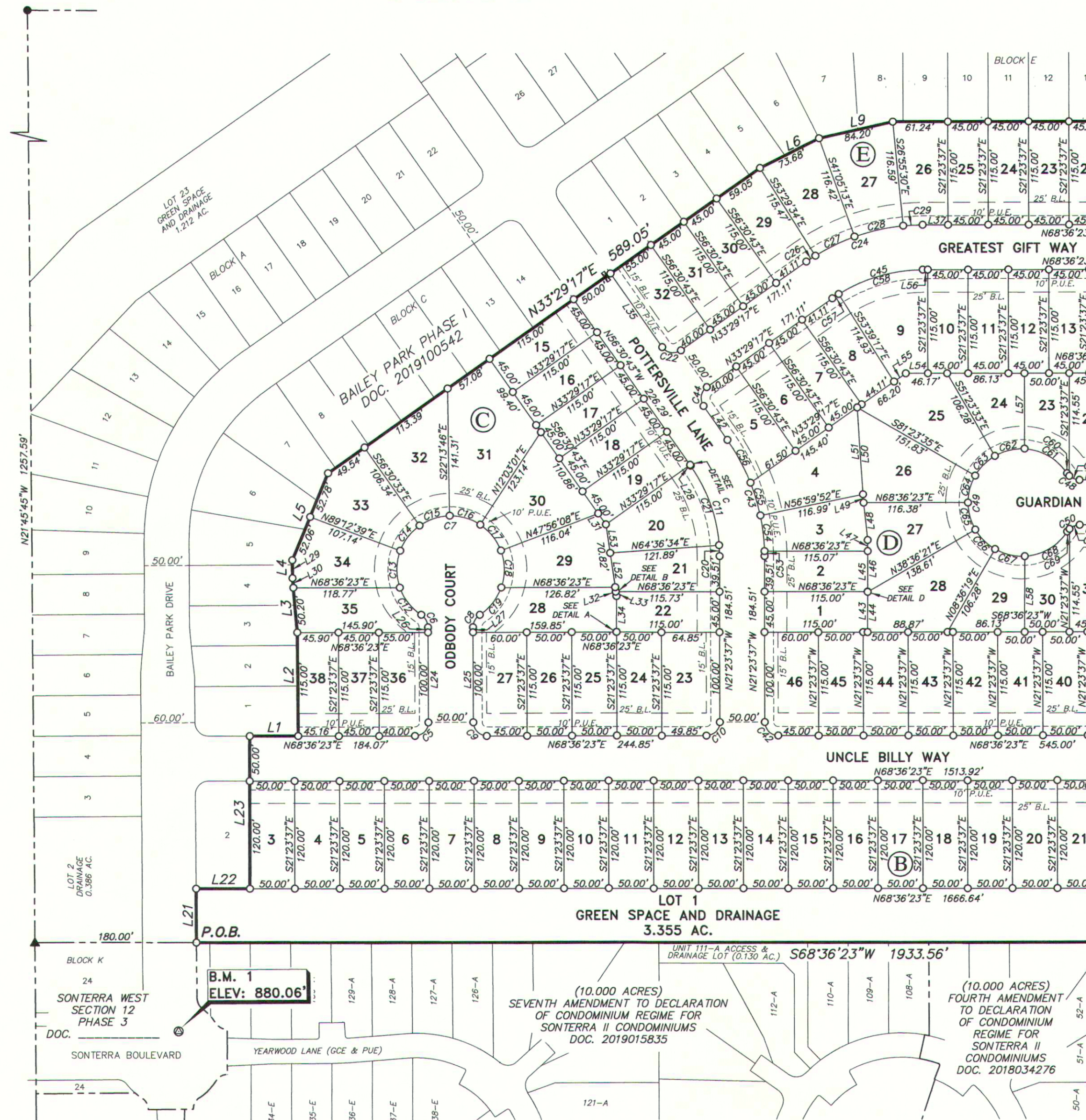
Andrea Schiele

Date

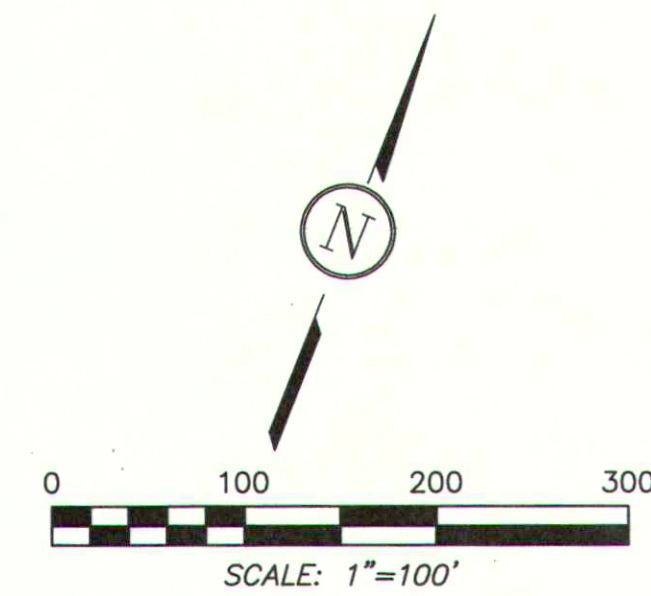
12/12/2019 12:13 PM

Started On: 12/12/2019

FINAL PLAT BAILEY PARK PHASE IV



STREET DATA				
STREET	LENGTH	R.O.W. WIDTH	P.V.M.T. WIDTH	DESIGN SPEED
OBODY COURT	210.0'	50'	30' LOG - LOG	25 MPH
GREATEST GIFT WAY	1312.0'	50'	30' LOG - LOG	25 MPH
GUARDIAN ANGEL COURT	313.0'	50'	30' LOG - LOG	25 MPH
POTTERVILLE LANE	573.4'	50'	30' LOG - LOG	25 MPH
MEANINGFUL DRIVE	708.0'	50'	30' LOG - LOG	25 MPH
UNCLE BILLY WAY	2174.5'	50'	30' LOG - LOG	25 MPH
GRANVILLE COURT	253.0'	50'	30' LOG - LOG	25 MPH
TOTAL	5543.9'			



BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) CENTRAL ZONE. DISTANCES ARE SURFACE. SURFACE TO GRID COMBINED SCALE FACTOR 0.9998800.

ELEVATIONS ARE NAVD88 (GEOID 12A)

SITE BENCHMARK #1 - MAG NAIL SET WITH WASHER ON TOP OF CURB ON NORTH SIDE, INNER CURB OF ROUNDABOUT. ELEV. 880.06'

SITE BENCHMARK #2 - 1/2" STEEL PIN FOUND W/ CAP MARKED 'FOREST' ELEV. 832.70'

ELEVATIONS (NAVD88, GEOID 12A)

BUILDING SETBACKS:

FRONT STREET 25'
SIDE STREET 15'
REAR 10'
SIDE 5'

LOT SUMMARY:

DEVELOPED LOTS 181
GREEN SPACE/DRAINAGE LOTS 1

TOTAL LOTS 182

MINIMUM FINISHED FLOOR ELEVATION	
LOT & BLOCK	MINIMUM F.F.E.
LOT 3, BLOCK B	876.6'
LOT 4, BLOCK B	875.5'
LOT 5, BLOCK B	874.5'
LOT 6, BLOCK B	873.5'
LOT 7, BLOCK B	872.5'
LOT 8, BLOCK B	871.5'
LOT 9, BLOCK B	871.5'
LOT 10, BLOCK B	870.5'
LOT 11, BLOCK B	869.5'
LOT 12, BLOCK B	869.0'
LOT 13, BLOCK B	868.5'
LOT 14, BLOCK B	868.0'
LOT 15, BLOCK B	867.5'
LOT 16, BLOCK B	867.0'
LOT 17, BLOCK B	866.5'
LOT 18, BLOCK B	866.5'
LOT 19, BLOCK B	866.5'
LOT 20, BLOCK B	865.0'
LOT 21, BLOCK B	864.0'
LOT 22, BLOCK B	863.5'
LOT 23, BLOCK B	862.5'
LOT 24, BLOCK B	862.0'
LOT 25, BLOCK B	861.5'
LOT 26, BLOCK B	860.5'
LOT 27, BLOCK B	860.0'
LOT 28, BLOCK B	859.0'
LOT 29, BLOCK B	858.0'
LOT 30, BLOCK B	857.5'
LOT 31, BLOCK B	857.0'
LOT 32, BLOCK B	856.0'
LOT 33, BLOCK B	855.5'
LOT 34, BLOCK B	855.0'
LOT 35, BLOCK B	854.0'
LOT 36, BLOCK B	853.0'
LOT 37, BLOCK B	852.0'
LOT 38, BLOCK B	851.0'
LOT 39, BLOCK B	850.0'
LOT 40, BLOCK B	849.6'
LOT 41, BLOCK B	849.0'

LOCATION MAP

LEGAL DESCRIPTION: 36.438 ACRES OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS

OWNER: SONWEST CO. 3939 BEE CAVE ROAD, SUITE C-100 AUSTIN, TEXAS 78746

ENGINEER: SCOTT J. FOSTER, P.E. 360 PROFESSIONAL SERVICES, INC. TEXAS REGISTRATION F4932 P.O. BOX 3639 CEDAR PARK, TEXAS 78630 512-354-4682

SURVEYOR: TIMOTHY A. LENZ, R.P.L.S. LENZ & ASSOCIATES, INC. FIRM NO. 100290-00 4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744 512-443-1174

LEGEND

- CONCRETE MONUMENT FOUND
- 1/2" STEEL PIN FOUND (UNLESS NOTED)
- 1817 1/2" STEEL PIN FOUND
- W/ CAP MARKED 'RPLS 1817'
- 1/2" STEEL PIN FOUND
- W/ CAP MARKED 'FOREST'
- 1/2" STEEL PIN SET W/ CAP MARKED 'LENZ & ASSOC.'
- PIPE FOUND
- 60d NAIL FOUND AT FENCE CORNER
- COMPUTED POINT
- MAILBOX CLUSTER
- SPINDLE FOUND
- SPINDLE SET
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- F/C/O METAL FENCE CORNER POST
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- W.L.E. WATERLINE EASEMENT
- S.D.E. SIGHT DISTANCE EASEMENT
- B.L. BUILDING LINE
- (BRG.-DIST.) RECORD CALL
- BLOCK LABEL
- R.O.W. RIGHT-OF-WAY
- S.D.E. SIGHT DISTANCE EASEMENT

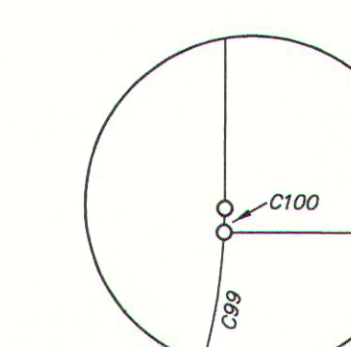
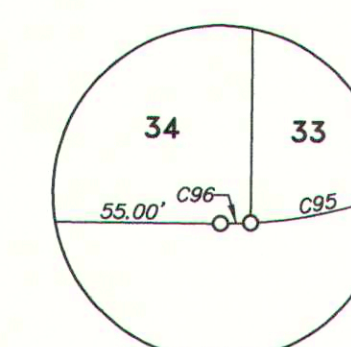
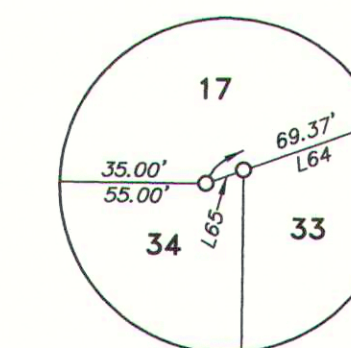
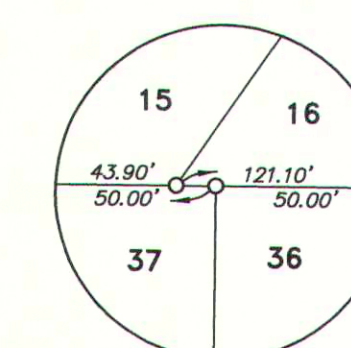
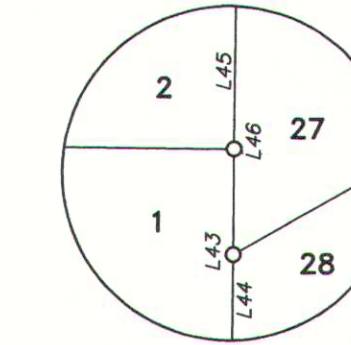
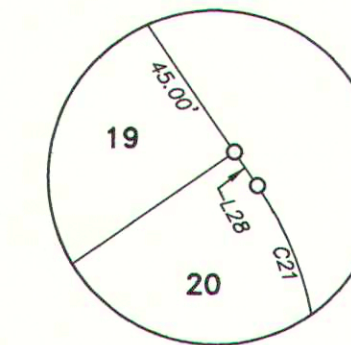
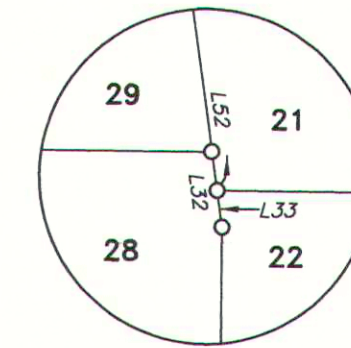
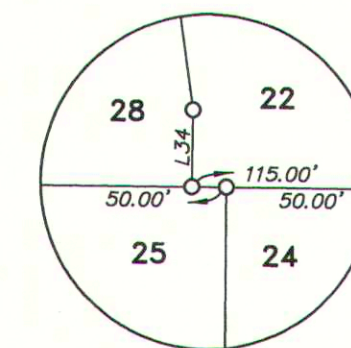
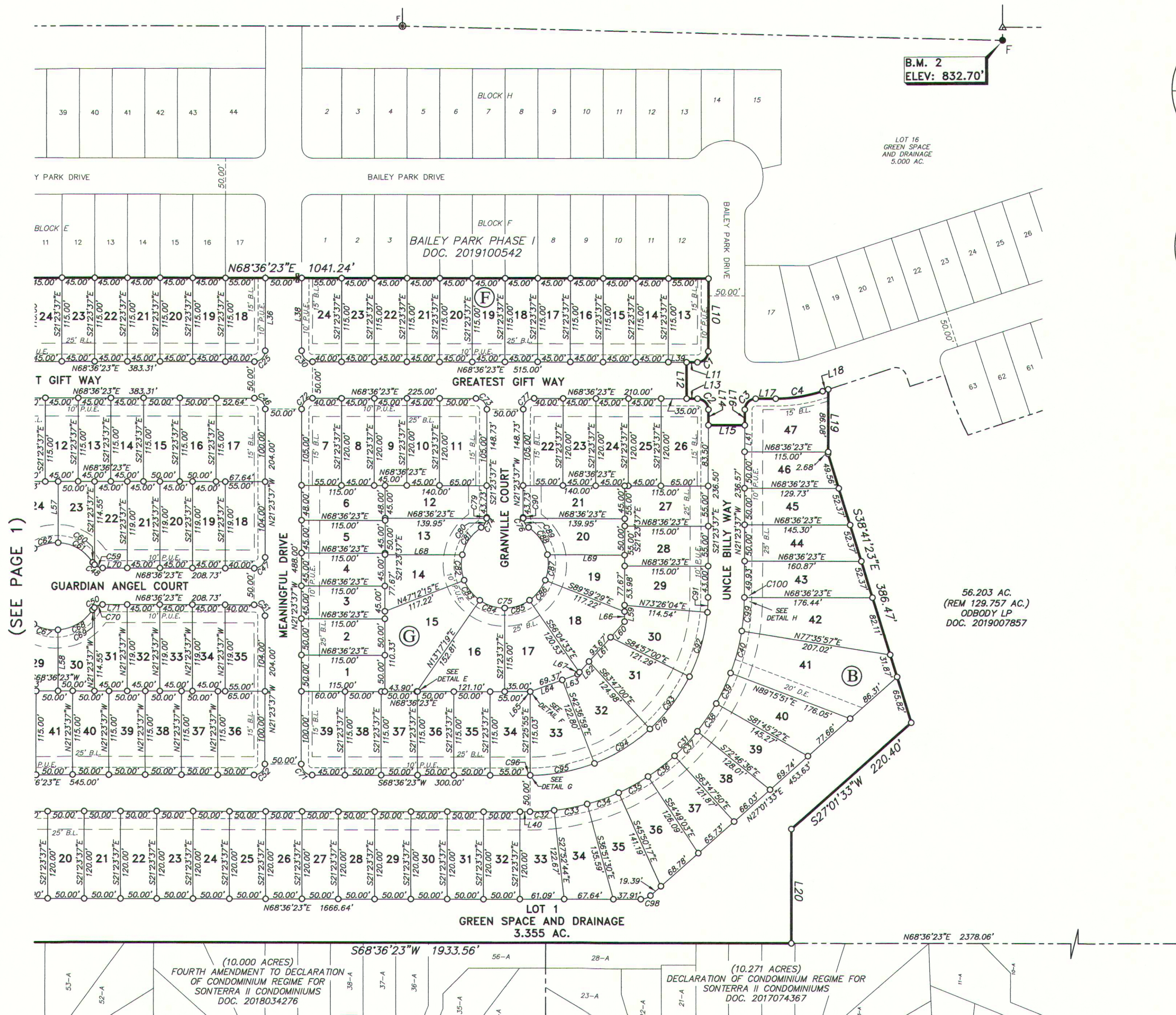
PAGE 1 OF 5

LENZ & ASSOCIATES, INC.

FIRM NO. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2005-0363BBB-1 F.B.

REVISION DATE: NOVEMBER 20, 2019
SUBMITTAL DATE: JULY 15, 2019

FINAL PLAT BAILEY PARK PHASE IV



PAGE 2 OF 5

LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174

4150 FREIDRICH LANE, SUITE A1

AUSTIN, TEXAS 78744

SURVEY #: 2005-0363BBB-1 F.B.



FIELD NOTE DESCRIPTION
36.438 ACRES
ISAAC BUNKER SURVEY, A-54
WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 36.438 ACRES OF LAND OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT DESCRIBED IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 36.438 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL STEEL PINS SET CITED HEREIN ARE 1/8 INCH DIAMETER WITH CAP MARKED LENZ & ASSOC. BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.

BEGINNING, AT A STEEL PIN SET ON THE EAST LINE OF BAILEY PARK DRIVE AT THE SOUTHERLY MOST SOUTHEAST CORNER OF BAILEY PARK PHASE I, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2019100542, THE SAME BEING THE NORTHEAST CORNER OF SONTERRA WEST SECTION 12, PHASE 3, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER _____, THE SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN 10.000 ACRES DESCRIBED IN THE SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR SONTERRA II CONDOMINIUMS RECORDED IN DOCUMENT NUMBER 2019015835, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;;

THENCE,, ALONG THE SOUTH LINE OF THE SAID BAILEY PARK PHASE I SUBDIVISION, THE FOLLOWING TWENTY-FIVE (25) COURSES AND DISTANCES:

- 1)N 21°45'45" W, 60.00 FEET TO A STEEL PIN SET;
- 2) N 68°36'23" E, 60.00 FEET TO A STEEL PIN SET;
- 3) N 21°23'37" W, 170.00 FEET TO A STEEL PIN SET;
- 4) N 68°36'23" E, 53.91 FEET TO A STEEL PIN SET;
- 5) N 21°45'45" W, 115.00 FEET TO A STEEL PIN SET;
- 6) N 26°27'58" W, 60.98 FEET TO A STEEL PIN SET;
- 7)N 21°45'45" W, 20.00 FEET TO A STEEL PIN SET;
- 8) N 01°09'36" E, 104.85 FEET TO A STEEL PIN SET;
- 9) N 33°29'17" E, 589.05 FEET TO A STEEL PIN SET;
- 10)N 41°58'52" E, 73.68 FEET TO A STEEL PIN SET;
- 11)N 55°52'29" E, 84.20 FEET TO A STEEL PIN SET;
- 12)N 68°36'23" E, 1041.24 FEET TO A STEEL PIN SET;
- 13)S 21°23'37" E, 100.00 FEET TO A STEEL PIN SET;
- 14)WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00"; A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF S 23°36'23" W, 21.21 FEET TO A STEEL PIN SET;
- 15)S 68°36'23" W, 15.00 FEET TO A STEEL PIN SET;
- 16)S 21°23'37" E, 50.00 FEET TO A STEEL PIN SET;
- 17)N 68°36'23" E, 15.00 FEET TO A STEEL PIN SET;
- 18)WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00"; A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF S 66°23'37" E, 21.21 FEET TO A STEEL PIN SET;
- 19)S 21°23'37" E, 21.50 FEET TO A STEEL PIN SET;
- 20) N 68°36'23" E, 50.00 FEET TO A STEEL PIN SET;
- 21)N 21°23'37" W, 21.50 FEET TO A STEEL PIN SET;
- 22) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00"; A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF N 23°36'23" E, 21.21 FEET TO A STEEL PIN SET;
- 23) N 68°36'23" E, 27.69 FEET TO A STEEL PIN SET;
- 24) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 18°20'37"; A RADIUS OF 205.00 FEET, AN ARC OF 65.63 FEET AND A CHORD BEARING AND DISTANCE OF N 59°26'04" E, 65.35 FEET TO A STEEL PIN SET;
- 25) N 50°15'46" E, 8.21 FEET TO A STEEL PIN SET;

THENCE, ALONG THE EAST LINE OF THE SAID 36.438 ACRE SONWEST CO. TRACT, THE SAME BEING THE WEST LINE OF THE REMAINDER PORTION OF THAT CERTAIN 129.757 ACRE TRACT DESCRIBED IN A DEED TO ODBODY LP, RECORDED IN DOCUMENT NUMBER 2019007857 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1)S 21°23'37" E, 88.76 FEET TO A STEEL PIN SET;
- 2) S 38°41'23" E, 386.47 FEET TO A STEEL PIN SET;
- 3) S 27°01'33" W, 220.40 FEET TO A STEEL PIN SET;
- 4) S 21°23'37" E, 156.98 FEET TO A STEEL PIN SET AT THE SOUTHEAST CORNER OF THE SAID 36.438 ACRE SONWEST CO. TRACT, FROM WHICH A 1/8 INCH DIAMETER STEEL PIN FOUND AT THE SOUTHEAST CORNER OF THE SAID 129.757 ACRE ODBODY LP TRACT BEARS N 68°36'23" E, 2378.06 FEET;

THENCE, S 68°36'23" W, A DISTANCE OF 1933.56 FEET TO THE PLACE OF BEGINNING, CONTAINING 36.438 ACRES OF LAND, MORE OR LESS.

FINAL PLAT BAILEY PARK PHASE IV

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	90°00'00"	15.00'	23.56'	S23°36'23"W	21.21'
C2	90°00'00"	15.00'	23.56'	S66°23'37"E	21.21'
C3	90°00'00"	15.00'	23.56'	N23°36'23"E	21.21'
C4	18°20'37"	205.00'	65.63'	N59°26'04"E	65.35'
C5	90°00'00"	15.00'	23.56'	N23°36'23"E	21.21'
C6	57°08'50"	16.50'	16.46'	N49°58'02"W	15.78'
C7	294°17'39"	60.00'	308.18'	N68°36'23"E	65.10'
C8	57°08'50"	16.50'	16.46'	S07°10'48"W	15.78'
C9	90°00'00"	15.00'	23.56'	S66°23'37"E	21.21'
C10	90°00'00"	15.00'	23.56'	N23°36'23"E	21.21'
C11	35°07'06"	175.00'	107.26'	N38°57'10"W	105.59'
C12	37°40'33"	60.00'	39.45'	N59°42'10"W	38.75'
C13	40°04'33"	60.00'	41.97'	N20°49'37"W	41.12'
C14	34°16'47"	60.00'	35.90'	N16°21'03"E	35.36'
C15	34°16'47"	60.00'	35.90'	N50°37'50"E	35.36'
C16	34°16'47"	60.00'	35.90'	N84°54'38"E	35.36'
C17	35°53'06"	60.00'	37.58'	S60°00'26"E	36.97'
C18	40°08'31"	60.00'	42.04'	S21°59'37"E	41.18'
C19	37°40'33"	60.00'	39.45'	S16°54'56"W	38.75'
C20	3°59'49"	175.00'	12.21'	N23°23'32"W	12.21'
C21	31°07'17"	175.00'	95.05'	N40°57'05"W	93.89'
C22	90°00'00"	15.00'	23.56'	N78°29'17"E	21.21'
C24	35°07'06"	225.00'	137.91'	N51°02'50"E	135.76'
C25	90°00'00"	15.00'	23.56'	N23°36'23"E	21.21'
C26	3°01'09"	225.00'	11.86'	N34°59'52"E	11.86'
C27	12°24'21"	225.00'	48.72'	N42°42'37"E	48.62'
C28	14°09'43"	225.00'	55.61'	N55°59'38"E	55.47'
C29	5°31'53"	225.00'	21.72'	N65°50'26"E	21.71'
C30	90°00'00"	15.00'	23.56'	S66°23'37"E	21.21'
C31	90°00'00"	295.00'	463.38'	N23°36'23"E	417.19'
C32	6°29'07"	295.00'	33.39'	N65°21'49"E	33.37'
C33	8°58'46"	295.00'	46.23'	N57°37'53"E	46.19'
C34	8°58'46"	295.00'	46.23'	N48°39'06"E	46.19'
C35	8°58'46"	295.00'	46.23'	N39°40'20"E	46.19'
C36	8°58'46"	295.00'	46.23'	N30°41'34"E	46.19'
C37	8°58'46"	295.00'	46.23'	N21°42'47"E	46.19'
C38	8°58'46"	295.00'	46.23'	N12°44'01"E	46.19'
C39	8°58'46"	295.00'	46.23'	N03°45'14"E	46.19'
C40	11°39'55"	295.00'	60.06'	N06°34'06"W	59.96'
C42	90°00'00"	15.00'	23.56'	N66°23'37"W	21.21'
C43	35°07'06"	225.00'	137.91'	N38°57'10"W	135.76'
C44	90°00'00"	15.00'	23.56'	N11°30'43"W	21.21'
C45	35°07'06"	175.00'	107.26'	N51°02'50"E	105.59'
C46	90°00'00"	15.00'	23.56'	S66°23'37"E	21.21'
C47	90°00'00"	15.00'	23.56'	S23°36'23"W	21.21'
C48	57°08'50"	16.50'	16.46'	N82°49'12"W	15.78'
C49	294°17'39"	60.00'	308.18'	S21°23'37"E	65.10'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68°36'23"E	53.91'
L2	N21°45'45"W	115.00'
L3	N26°27'58"W	60.98'
L4	N21°45'45"W	20.00'
L5	N01°09'36"E	104.85'
L6	N41°58'52"E	73.68'
L9	N55°52'29"E	84.20'
L10	S21°23'37"E	100.00'
L11	S68°36'23"W	15.00'
L12	S21°23'37"E	50.00'
L13	N68°36'23"E	15.00'
L14	S21°23'37"E	21.50'
L15	N68°36'23"E	50.00'
L16	N21°23'37"W	21.50'
L17	N68°36'23"E	27.69'
L18	N50°15'46"E	8.21'
L19	S21°23'37"E	88.76'
L20	S21°23'37"E	156.98'
L21	N21°45'45"W	60.00'
L22	N68°36'23"E	60.00'
L23	N21°23'37"W	170.00'
L24	N21°23'37"W	105.73'
L25	S21°23'37"E	105.73'
L26	N21°23'37"W	5.73'
L27	S21°23'37"E	5.73'
L28	N56°30'43"W	1.29'
L29	S21°45'45"E	20.00'
L30	S26°27'58"E	10.78'
L31	S56°30'43"E	14.74'
L32	S29°40'54"E	10.11'
L33	S29°40'54"E	5.05'
L34	S21°23'37"E	40.00'
L35	S56°30'43"E	100.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L36	N21°23'37"W	100.00'
L37	N68°36'23"E	28.31'
L38	S21°23'37"E	100.00'
L39	N68°36'23"E	25.00'
L40	N68°36'23"E	13.92'
L41	N21°23'37"W	36.57'
L42	S56°30'43"E	46.29'
L43	N21°23'37"W	45.00'
L44	N21°23'37"W	44.69'
L45	N21°23'37"W	45.00'
L46	N21°23'37"W	57.60'
L47	N21°23'37"W	12.29'
L48	N27°23'11"W	41.94'
L49	N25°12'44"W	9.35'
L50	N25°12'44"W	106.15'
L51	N25°12'44"W	96.80'
L52	N29°40'54"W	43.67'

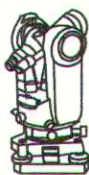
LINE TABLE		
LINE	BEARING	DISTANCE
L53	N29°40'54"W	32.21'
L54	S68°36'23"W	24.66'
L55	S33°29'17"W	15.99'
L56	N68°36'23"E	5.67"
L57	S21°23'37"E	84.07'
L58	N21°23'37"W	84.07'
L59	S21°23'37"E	22.50'
L60	S20°16'30"W	28.93'
L61	S20°16'30"W	44.91'
L62	S20°16'30"W	23.63'
L63	S48°37'35"W	22.30'
L64	S48°37'35"W	46.98'
L65	S48°37'35"W	0.09'
L66	S21°23'37"E	13.81'
L67	S20°16'30"W	3.80'
L68	N68°36'23"E	106.43'
L69	N68°36'23"E	106.43'
L70	N68°36'23"E	33.73'
L71	N68°36'23"E	33.73'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C50	57°08'50"	16.50'	16.46'	N40°01'58"E	15.78'
C51	90°00'00"	15.00'	23.56'	S66°23'37"E	21.21'
C52	90°00'00"	15.00'	23.56'	S23°36'23"W	21.21'
C53	1°23'53"	225.00'	5.49'	N22°05'34"W	5.49'
C54	10°12'37"	225.00'	40.10'	N27°53'49"W	40.04'
C55	9°42'00"	225.00'	38.09'	N37°51'08"W	38.05'
C56	13°48'35"	225.00'	54.23'	N49°36'25"W	54.10'
C57	2°51'26"	175.00'	8.73'	N34°55'00"E	8.73'
C58	32°15'40"	175.00'	98.54'	N52°28'33"E	97.24'
C59	43°03'58"	16.50'	12.40'	N89°51'38"W	12.11'
C60	14°04'51"	16.50'	4.06'	N61°17'13"W	4.04'
C61	54°16'58"	60.00'	56.84'	N81°23'17"W	54.74'
C62	32°51'47"	60.00'	34.41'	S55°02'20"W	33.94'
C63	30°00'02"	60.00'	31.42'	S23°36'26"W	31.06'
C64	30°00'02"	60.00'	31.42'	S06°23'36"E	31.06'
C65	30°00'02"	60.00'	31.42'	S36°23'38"E	31.06'
C66	30°00'02"	60.00'	31.42'	S66°23°40"E	31.06'
C67	32°51'47"	60.00'	34.41'	N82°10'25"E	33.94'
C68	54°16'58"	60.00'	56.84'	N38°36'02"E	54.74'
C69	14°04'51"	16.50'	4.06'	N18°29'59"E	4.04'
C70	43°03'58"	16.50'	12.40'	N47°04'24"E	12.11'
C71	90°00'00"	15.00'	23.56'	N66°23'37"W	21.21'
C72	90°00'00"	15.00'	23.56'	N23°36'23"E	21.21'
C73	90°00'00"	15.00'	23.56'	S66°23'37"E	21.21'
C74	57°08'50"	16.50'	16.46'	S07°10'48"W	15.78'
C75	294°17'39"	60.00'	308.18'	N68°36'23"E	65.10'
C76	57°08'50"	16.50'	16.46'	N49°58'02"W	15.78'
C77	90°00'00"	15.00'	23.56'	N23°36'23"E	21.21'
C78	90°00'00"	245.00'	384.85'	S23°36'23"W	346.48'
C79	4°23'50"	16.50'	1.27'	S19°11'42"E	1.27'
C80	52°45'00"	16.50'	15.19'	S09°22'43"W	14.66'
C81	44°38'02"	60.00'	46.74'	S13°26'12"W	45.57'
C82	33°54'56"	60.00'	35.52'	S25°50'17"E	35.00'
C83	33°54'56"	60.00'	35.52'	S59°45'13"E	35.00'
C84	34°40'56"	60.00'	36.32'	N85°56'51"E	35.77'
C85	34°40'56"	60.00'	36.32'	N51°15'55"E	35.77'
C86	33°54'56"	60.00'	35.52'	N16°57'59"E	35.00'
C87	33°54'56"	60.00'	35.52'	N16°56'57"W	35.00'
C88	44°38'02"	60.00'	46.74'	N56°13'26"W	45.57'
C89	52°45'00"	16.50'	15.19'	N52°09'57"W	14.66'
C90	4°23'50"	16.50'	1.27'	N23°35'32"W	1.27'
C91	4°49'42"	245.00'	20.65'	S18°58'46"E	20.64'
C92	21°36'55"	245.00'	92.43'	S05°45'28"E	91.88'
C93	21°10'01"	245.00'	90.51'	S15°38'00"W	90.00'
C94	21°10'01"	245.00'	90.51'	S36°48'00"W	90.00'
C95	21°11'05"	245.00'	90.59'	S57°58'33"W	90.07'
C96	0°02'18"	245.00'	0.16'	S68°35'14"W	0.16'
C98	41°34'50"	20.00'	14.51'	N47°48'58"E	14.20'
C99	8°58'42"	295.00'	46.23'	N16°53'25"W	46.18'
C100	0°00'52"	295.05'	0.07'	N21°23'11"W	0.07'

PAGE 3 OF 5

LENZ & ASSOCIATES, INC.

FIRM No. 100290-00



COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

SURVEY #: 2005-0363BBB-1 F.B.

FINAL PLAT BAILEY PARK PHASE IV

NOTES:

1) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

2) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL.

3) A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.

4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.

5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

7) BUILDING SETBACK LINES SHALL BE IN ACORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.

8) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

11) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.

14) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.

15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

16) NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0150E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

17) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

18) THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, ONE FOOT ABOVE THE BFE, OR AS NOTED ON THE LOT, WHICHEVER IS HIGHER.

19) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH SIDE AND REAR LOT LINE FOR PUBLIC UTILITIES.

20) ALL SIDEWALKS ARE TO BE MAINTAINED BY THE ADJACENT PROPERTY OWNER.

21) RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.

22) 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.

23) THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY 360 PROFESSIONAL SERVICES INC., DATED AUGUST 2019.

PAGE 4 OF 5

LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES



(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

SURVEY #: 2005-0363BBB-1 F.B.


FINAL PLAT BAILEY PARK PHASE IV

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

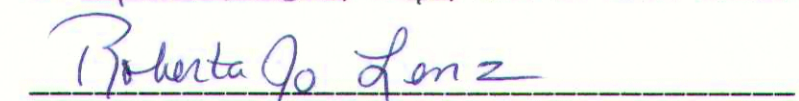
THAT SONWEST CO., ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, SOLE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. _____, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "BAILEY PARK PHASE IV"

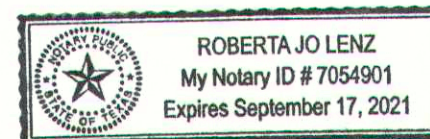
TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 9th DAY OF December, 2019.


SONWEST CO.
BY: ANDY BILGER
3939 BEE CAVE ROAD, SUITE C-100
AUSTIN, TEXAS 78746

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 9th DAY OF December, 2019, A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.


ROBERTA JO LENZ
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES 9/17/2021




SURVEYOR'S CERTIFICATE

I, TIMOTHY A. LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.


TIMOTHY A. LENZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744



I, SCOTT J. FOSTER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150E DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.


SCOTT J. FOSTER, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 84652
360 PROFESSIONAL SERVICES
P.O. BOX 3639
CEDAR PARK, TEXAS, 78630
FIRM NO. 4932



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 11th DAY OF December, 2019, A.D.


TERESA BAKER
WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

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

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

STATE OF TEXAS }
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. DATE
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D. AT ____ O'CLOCK ____M. AND DULY RECORDED THIS THE ____ DAY OF _____, 20____, A.D., AT ____ O'CLOCK ____M., IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER _____.

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

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

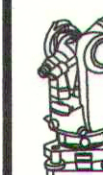
BY _____ DEPUTY

PAGE 5 OF 5

LENZ & ASSOCIATES, INC.

FIRM NO. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES



(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

SURVEY #: 2005-0363BBB-1 F.B.

Commissioners Court - Regular Session**55.****Meeting Date:** 12/17/2019

Discuss consider and take appropriate action on approval of the replat of Lts 17 18&21-27 Blk A of the Bus Park at Brushy Crk Sec2 subdivision – Pct 4

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the replat of Lots 17, 18 & 21-27, Block A, of the Business Park at Brushy Creek Section 2 subdivision – Precinct 4.

Background

This is a replat of Lots 17, 18, & 21-27, Block A, of the Business Park at Brushy Creek Section 2 subdivision. This replat is revising the configuration of 9 existing lots into 7 newly configured lots and no new public roads.

Timeline

2019-08-08 – initial submittal of replat

2019-08-27 – 1st review complete with comments

2019-09-10 – 2nd submittal of replat

2019-09-16 – 2nd review complete with comments

2019-12-03 – 3rd submittal of replat

2019-12-04 – 3rd review complete with comments clear

2019-12-12 – replat placed on the December 17, 2019 Commissioners Court agenda for consideration

Fiscal Impact

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

Attachments

replat - Lots 17, 18 & 21-27, Block A, Business Park at Brushy Creek Sec 2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 12/12/2019

Reviewed By

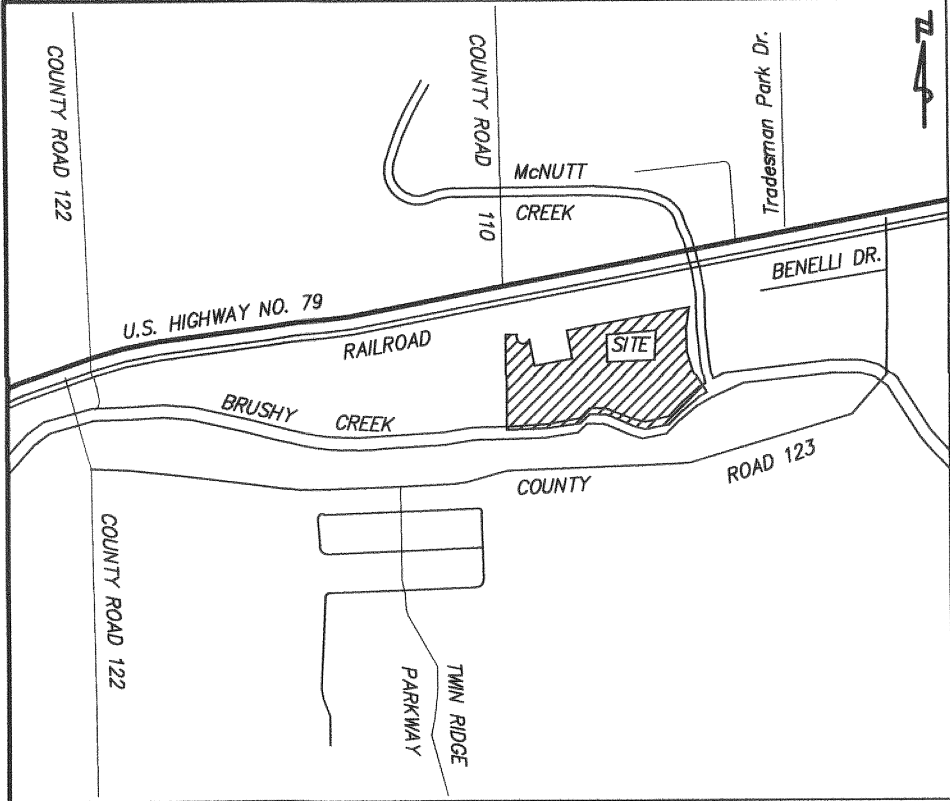
Andrea Schiele

Date

12/12/2019 12:13 PM

Started On: 12/12/2019

S:\LAND2451-2500\2456\DWG\2456-900-106-PLAT.dwg, 9/4/2019 9:58:10 AM



LOCATION MAP
SCALE: 1"= 2000'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N23°24'04"E	40.74'
L2	N77°34'28"E	50.10'
L3	N01°36'05"W	20.49'
L4	N27°47'16"W	136.83'
L5	N11°57'35"W	35.82'
L6	S77°56'34"W	291.29'
L7	S77°56'34"W	274.35'
L8	N54°16'52"W	101.05'
L9	N11°58'02"W	48.35'
L10	S77°44'32"W	287.97'
L11	N12°42'58"W	55.61'
L12	N29°11'25"W	29.17'
L13	N12°42'58"W	42.59'
L14	N00°45'41"W	48.89'
L15	N14°24'52"W	64.91'
L16	N77°56'34"E	209.36'
L17	N12°03'26"W	313.75'
L18	S12°03'26"E	19.67'
L19	S29°17'39"E	28.88'
L20	S37°30'52"E	27.25'
L21	S30°23'15"E	28.86'

LINE TABLE		
LINE	BEARING	DISTANCE
L22	S12°03'26"E	74.53'
L23	S30°41'00"E	28.07'
L24	S12°03'26"E	30.63'
L25	S30°52'33"E	52.12'
L26	S12°03'26"E	28.91'
L27	S30°54'52"E	42.19'
L28	S12°03'26"E	326.23'
L29	S12°03'26"E	128.77'
L30	S13°48'40"W	190.30'
L31	S77°56'34"W	140.44'
L32	S12°03'26"E	10.09'
L33	S41°49'02"E	37.19'
L34	S12°03'26"E	40.67'
L35	S42°19'49"E	28.81'
L36	S12°03'26"E	61.26'
L37	S41°24'52"E	30.79'
L38	S12°03'26"E	28.82'
L39	S39°10'15"E	32.30'
L40	S12°03'26"E	23.40'
L41	N77°56'34"E	155.34'
L42	S12°03'26"E	488.73'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	220.37'	70.00'	180°22'40"	S70°51'56"E	140.00'
C2	104.97'	70.00'	085°55'20"	S23°38'16"E	95.41'
C3	115.40'	70.00'	094°27'20"	N66°10'24"E	102.77'
C4	90.70'	1059.80'	004°54'13"	N84°40'35"W	90.68'
C5	307.12'	1173.09'	015°00'01"	S55°58'41"W	306.24'
C6	5.20'	70.00'	004°15'33"	N16°48'58"E	5.20'
C7	33.12'	30.00'	063°15'23"	S46°18'53"W	31.46'

THAT PART OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 62.91 ACRE TRACT CONVEYED TO BCBP DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NO. 2018046000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), BEING ALL OF LOTS 17, 18, 21, 22, 23, 24, 25, 26 AND 27, BLOCK A OF BUSINESS PARK AT BRUSHY CREEK SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2018049470 OPRWC, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET ON THE SOUTH RIGHT-OF-WAY LINE OF BENELLI DRIVE (70' WIDE RIGHT-OF-WAY) MONUMENTING THE NORTHWEST CORNER OF LOT 28, BLOCK A, BEING THE NORTHEAST CORNER OF LOT 24, BLOCK A OF SAID PLAT OF BUSINESS PARK AT BRUSHY CREEK SECTION 2;

THENCE ALONG THE WEST LINE OF SAID LOT 28, BLOCK A, BEING THE EAST LINE OF LOT 24, BLOCK A, AND ACROSS SAID 62.91 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES:

- S07°15'37"W A DISTANCE OF 220.97 FEET TO A 1/2" IRON ROD SET;
- S03°44'36"E A DISTANCE OF 251.68 FEET TO A 1/2" IRON ROD SET;
- S17°58'48"E A DISTANCE OF 205.72 FEET TO A 1/2" IRON ROD SET;
- S34°11'13"E A DISTANCE OF 261.10 FEET TO A 1/2" IRON ROD SET ON THE NORTH LINE OF LOT 11 OF LOW WATER CROSSING ON BRUSHY CREEK ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET D, SLIDE 389 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (PRWC), BEING THE SOUTHEAST CORNER OF LOT 24, BLOCK A AND THE SOUTHWEST CORNER OF LOT 28, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2;

THENCE ALONG THE SOUTH LINE OF LOTS 17, 22, 23 AND 24, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2, BEING THE SOUTH LINE OF SAID 62.91 ACRE TRACT, ALONG THE APPROXIMATE CENTERLINE OF BRUSHY CREEK, ALONG THE NORTH LINE OF LOTS 11 THROUGH 14 OF SAID LOW WATER CROSSING ON BRUSHY CREEK, ALONG THE NORTH LINE OF THAT 0.45 ACRE TRACT (TRACT 1) CONVEYED TO CHRISTOPHER BURGESS AND JUDITH BURGESS BY DEED RECORDED IN DOCUMENT NO. 2016015314 OPRWC, ALONG THE NORTH LINE OF THAT 1.88 ACRE TRACT CONVEYED TO TOMMY RAMSEY, JR. BY DEED RECORDED IN DOCUMENT NO. 2019041500 OPRWC, ALONG THE NORTH LINE OF THAT 1.689 ACRE (PART 1) TRACT OF LAND CONVEYED TO JIM EMBREE BY DEED RECORDED IN DOCUMENT NO. 2015070081 OPRWC, ALONG THE NORTH LINE OF THAT 0.99 ACRE TRACT (TRACT 1) OF LAND CONVEYED TO JIM EMBREE BY DEED RECORDED IN DOCUMENT NO. 2011062361 OPRWC, THE FOLLOWING ELEVEN (11) COURSES:

- S59°13'36"W A DISTANCE OF 95.75 FEET TO A 1/2" IRON ROD SET;
- S48°28'44"W A DISTANCE OF 226.85 FEET TO A CALCULATED POINT;
- S42°55'53"W A DISTANCE OF 195.87 FEET TO A CALCULATED POINT;
- S77°19'56"W A DISTANCE OF 256.76 FEET TO A CALCULATED POINT;
- N76°10'36"W A DISTANCE OF 131.96 FEET TO A CALCULATED POINT;
- N67°51'24"W A DISTANCE OF 248.03 FEET TO A CALCULATED POINT;
- N73°30'30"W A DISTANCE OF 65.16 FEET TO A CALCULATED POINT;
- N89°51'25"W A DISTANCE OF 159.54 FEET TO A CALCULATED POINT;
- S44°28'19"W A DISTANCE OF 135.92 FEET TO A CALCULATED POINT;
- S80°02'34"W A DISTANCE OF 351.40 FEET TO A CALCULATED POINT;
- S86°30'42"W A DISTANCE OF 418.65 FEET TO A CALCULATED POINT FOR THE SOUTHWEST CORNER OF LOT 17, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2, BEING ALSO THE SOUTHWEST CORNER OF SAID 62.91 ACRE TRACT, BEING THE SOUTHEAST CORNER OF THAT 206.29 ACRE TRACT CONVEYED TO BEVERLY JOHNSON GORDON BY DEED RECORDED IN DOCUMENT NO. 9835986 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC), FROM WHICH THE SOUTHWEST CORNER OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422 BEARS APPROXIMATELY S41°10'21"W A DISTANCE OF 5809 FEET;

THENCE ALONG THE EAST LINE OF SAID 206.29 ACRE TRACT, ALONG THE WEST LINE OF LOT 17, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2, N01°36'05"W, PASSING AT A DISTANCE OF 181.98 FEET A 1/2" IRON ROD SET FOR A WITNESS CORNER, CONTINUING FOR A TOTAL DISTANCE OF 988.00 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 16, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2, FROM WHICH A 1/2" IRON ROD WITH NO CAP FOUND ON THE SOUTH LINE OF THE MISSOURI PACIFIC/UNION PACIFIC RAILROAD (100' WIDE RIGHT-OF-WAY), BEING THE NORTHWEST CORNER OF SAID 62.91 ACRE TRACT, BEING ALSO THE NORTHWEST CORNER OF LOT 16, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2, BEARS N01°36'05"W A DISTANCE OF 317.99 FEET;

THENCE ALONG THE SOUTH LINE OF SAID LOT 16, BLOCK A AND ACROSS SAID 62.91 ACRE TRACT, N88°23'55"E A DISTANCE OF 114.85 FEET TO A 1/2" IRON ROD FOUND AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT ON SAID RIGHT-OF-WAY LINE OF BENELLI DRIVE (70' RADIUS);

THENCE EASTERLY ALONG SAID CURVE AND ACROSS SAID 62.91 ACRE TRACT, AN ARC LENGTH OF 220.37 FEET, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 180°22'40", AND A CHORD BEARING S70°51'56"E A DISTANCE OF 140.00 FEET TO A 1/2" IRON ROD FOUND AT A NORTHWEST CORNER OF LOT 19, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2;

THENCE ACROSS SAID 62.91 ACRE TRACT, ALONG THE WEST AND SOUTH LINES OF SAID LOT 19, BLOCK A AND ALONG THE SOUTH AND EAST LINES OF LOT 20, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2, THE FOLLOWING THREE (3) COURSES:

- S12°03'26"E A DISTANCE OF 278.94 FEET TO A 1/2" IRON ROD FOUND;
- N77°56'34"E A DISTANCE OF 400.00 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID LOT 20;
- N12°03'26"W A DISTANCE OF 300.00 FEET TO A 1/2" IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF SAID BENELLI DRIVE FOR THE NORTHWEST CORNER OF LOT 21, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2;

THENCE ACROSS SAID 62.91 ACRE TRACT, ALONG THE NORTH LINE OF LOT 21, 22, 23, 24, 25, 26 AND 27, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID BENELLI DRIVE, N77°56'34"E (BEARING BASIS) A DISTANCE OF 1,298.83 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 42.855 ACRES, MORE OR LESS.
ALL IRON RODS FOUND OR SET HAVE "RJ SURVEYING" CAPS UNLESS NOTED OTHERWISE.
BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF BENELLI DRIVE, CALLED AS N77°56'34"E ON THE SAID PLAT OF BUSINESS PARK AT BRUSHY CREEK SECTION 2.
WILLIAMSON COUNTY APPRAISAL DISTRICT REFERENCE NUMBERS R571128, R571129, R571132, R571133, R571134, R571135, R571136, R571137 AND R571138.

FINAL PLAT OF
**REPLAT OF LOTS 17, 18, & 21-27, BLOCK A,
BUSINESS PARK AT BRUSHY CREEK SECTION 2**
WILLIAMSON COUNTY, TEXAS

NOTES:

- NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- A FLOOD PLAIN DEVELOPMENT PERMIT IS REQUIRED FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR OFFICE PRIOR TO ANY DEVELOPMENT ON THE SPECIFIC LOTS THAT HAVE A FLOODPLAIN.
- THE DEVELOPER, BUILDER, SELLER, OR AGENT SHALL INFORM, IN WRITING, EACH BUYER OF SUBDIVISION LOTS OR PROPERTY LOCATED WITHIN FLOOD HAZARD AREAS THAT SUCH PROPERTY IS AN IDENTIFIED FLOOD HAZARD ARE AND THAT A FLOOD PLAIN DEVELOPMENT PERMIT WILL BE REQUIRED BEFORE A STRUCTURE CAN BE PLACED ON THE PROPERTY. THE WRITTEN NOTICE SHALL BE FILED FOR RECORD IN THE DEED RECORDS OF WILLIAMSON COUNTY. A COPY OF THIS WRITTEN NOTICE SHALL BE PROVIDED WHEN APPLICATIONS ARE MADE FOR FLOOD PLAIN DEVELOPMENT PERMITS.
- PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, OR STORAGE OF MATERIALS OR ANY OTHER CHANGE WITHIN THE 100-YEAR FLOOD PLAIN LOCATED WITHIN THIS PLAT, AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE PROJECT AND EXTEND OF CHANGES, IF ANY, TO THE WATERCOURSE OR NATURAL DRAINAGE AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
- WATER SERVICE WILL BE PROVIDED BY JONAH SPECIAL UTILITY DISTRICT.
- SANITARY SEWER SERVICE WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 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.
- A PORTION OF THIS TRACT IS WITHIN THE FLOOD HAZARD AREA AS SHOWN ON THE REVISED AND APPROVED PRELIMINARY FLOOD INSURANCE RATE MAP PANEL NO. 48491C0515F, REVISION DATE JANUARY 22, 2019, EFFECTIVE DATE DECEMBER 20, 2019.
- THE MINIMUM FINISHED FLOOR ELEVATIONS SHALL BE DETERMINED BY ADDING TWO (2) FEET TO THE BASE FLOOD ELEVATIONS (BFE) AS DETERMINED BY A STUDY PREPARED BY RANDALL JONES ENGINEERING & ASSOCIATES, INC., PROJECT No. 2456, DATED MAY 1, 2018.
- EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE OF THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER 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 IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
- ALL DRIVEWAYS SHALL BE DIP-STYLE OR STRAIGHT TIE, AS LONG AS THE GRADE BREAKS ARE LESS THAN 15%.
- 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.
- ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED. ALL LOTS SHALL ONLY TAKE ACCESS FROM BENELLI DRIVE.
- SURVEYOR UNABLE TO SET CORNERS ALONG A PORTION OF APPROXIMATE CENTERLINE OF BRUSHY CREEK DUE TO BEING UNDERWATER OR OTHERWISE INACCESSIBLE.
- THE SUBJECT TRACT LIES WITHIN THE UPPER BRUSHY CREEK WCID.
- A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY.
- THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF BUSINESS PARK AT BRUSHY CREEK SECTION 2, AS RECORDED IN DOCUMENT NO. 2018049470 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- THE JOINT DRIVEWAY AND ACCESS EASEMENT/PUBLIC UTILITY EASEMENT SHOWN HEREON IS TO BE VACATED BY THIS REPLAT.

LEGEND:

- = 1/2" IRON ROD FOUND WITH "RJ SURVEYING" CAP
- = 1/2" IRON ROD SET WITH "RJ SURVEYING" CAP
- △ = CALCULATED POINT
- xxx.x' = MINIMUM FINISHED FLOOR ELEVATION
- PUE = PUBLIC UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- OSSF = ON-SITE SEWAGE FACILITY SETBACK
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- BL = BUILDING SETBACK LINE
- ROW = RIGHT-OF-WAY
- = ETJ LINE (PER CITY OF HUTTO GIS DATA)

SITE DATA:

TOTAL AREA OF SITE: 42.855 ACRES
NUMBER OF LOTS: 7
NUMBER OF BLOCKS : 1
SURVEY: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422

NEW STREETS: NONE

PROPERTY OWNER:
BCBP DEVELOPMENT, INC.
P. O. BOX 1279
PFLUGERVILLE, TEXAS 78691

MINIMUM FIRST FLOOR ELEVATIONS (NAVD '88)

LOT	ELEVATION
17	637.0'
18	636.0'
21	635.5'
22	634.5'
23	634.5'
25	635.0'
26	634.6'

AREA SUMMARY:

TOTAL AREA OF PLAT:	42.855 ACRES
LOT 17	8.612 ACRES
LOT 18	8.612 ACRES
LOT 21	1.515 ACRES
LOT 22	8.800 ACRES
LOT 23	12.250 ACRES
LOT 25	2.066 ACRES
LOT 26	1.000 ACRES

DATE: JULY 16, 2019

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

F-9784

RJ SURVEYING & ASSOCIATES, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

F-10015400

FINAL PLAT OF
REPLAT OF LOTS 17, 18, & 21-27, BLOCK A,
BUSINESS PARK AT BRUSHY CREEK SECTION 2

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

HIGHWAY 79
MISSOURI PACIFIC/
UNION PACIFIC RAILROAD
100' RIGHT-OF-WAY

BUSINESS PARK AT BRUSHY CREEK
SECTION 2
DOC. NO. 2018049470 OPRWC
BLOCK A
16
N= 10167886.01
E= 3156660.19
N88°23'55"E
114.85'
10' PUE
25' BL
C7
C6
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APPROXIMATE
ZONE "AE"
17
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637.0'

FEMA 100-YEAR
FLOODPLAIN APPROVED
01/22/19
EFFECTIVE 12/20/19

ELECTRIC AND TELEPHONE LINE
EASEMENT TO TEXAS
POWER & LIGHT COMPANY
VOL. 855/PG. 940 DRWC

APPROXIMATE
CENTERLINE OF
BRUSHY CREEK

N= 10166898.73
E= 3156698.13

JIM EMBREE
0.99 ACRE (TRACT 1)
DOC. NO. 2011062361 OPRWC

COUNTY ROAD 123

JIM EMBREE
1.689 ACRES (PART 1)
DOC. NO. 2015070081 OPRWC

TOMMY RAMSEY, JR.
1.88 ACRES
DOC. NO. 2019041500 OPRWC

CHRISTOPHER BURGESS AND
JUDITH BURGESS
0.45 ACRE (TRACT 1)
DOC. NO. 2016015314 OPRWC

LOW WATER CROSSING
ON BRUSHY CREEK
CAB. D/SLD. 389 PRWC

ROBERT MCNUTT SURVEY
ABSTRACT NO. 422

SURVEY: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422

DATE: JULY 16, 2019

SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

SHEET 2 OF 3 SHEETS

F-10015400

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FINAL PLAT OF
REPLAT OF LOTS 17, 18, & 21-27, BLOCK A,
BUSINESS PARK AT BRUSHY CREEK SECTION 2
WILLIAMSON COUNTY, TEXAS

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

THAT BCBP DEVELOPMENT, INC., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2018046000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "REPLAT OF LOTS 17, 18, & 21-27, BLOCK A, BUSINESS PARK AT BRUSHY CREEK SECTION 2".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____, 20____.

BCBP DEVELOPMENT, INC., A TEXAS CORPORATION

BY: _____
BRUCE W. CASH, PRESIDENT
BCBP DEVELOPMENT, INC.
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME ON THIS DAY PERSONALLY APPEARED BRUCE W. CASH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20____ A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN DATED MARCH 28, 2018, RECORDED AS DOCUMENT No. 2018025509 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

PLAINSCAPITAL BANK

BY: _____

PRINTED NAME: _____

TITLE: _____

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20____ A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN DATED MAY 29, 2018, RECORDED AS DOCUMENT No. 2018046070 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

BRUSHY CREEK RANCH INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP

BY: _____

PRINTED NAME: _____

TITLE: _____

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20____ A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

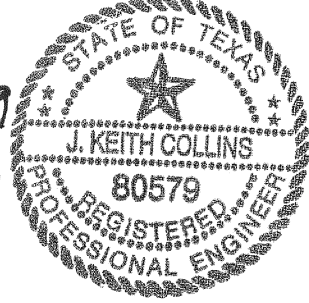
MY COMMISSION EXPIRES: _____

ENGINEER'S CERTIFICATION

A PORTION OF THIS TRACT IS WITHIN THE FLOOD HAZARD AREA AS SHOWN ON THE REVISED AND APPROVED PRELIMINARY FLOOD INSURANCE RATE MAP PANEL NO. 48491C0515F, REVISION DATE JANUARY 22, 2019, EFFECTIVE DATE DECEMBER 20, 2019.

I, J. KEITH COLLINS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORM WATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

J. Keith Collins 9/4/19
J. KEITH COLLINS
DATE
LICENSED PROFESSIONAL ENGINEER NO. 80579
STATE OF TEXAS



SURVEYOR'S CERTIFICATION

I, STEPHEN R. LAWRENCE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT AS FOUND IN THE TITLE POLICY LISTED IN THE COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY UNDER COMMITMENT NO. GF NO. 1928185-COM, EFFECTIVE DATE JULY 5, 2019. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

Stephen R. Lawrence 9/4/2019
STEPHEN R. LAWRENCE
DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352
STATE OF TEXAS



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 ASSOCIATED WITHIN IT.

J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____ DAY OF _____, 20____ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

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 DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

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

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

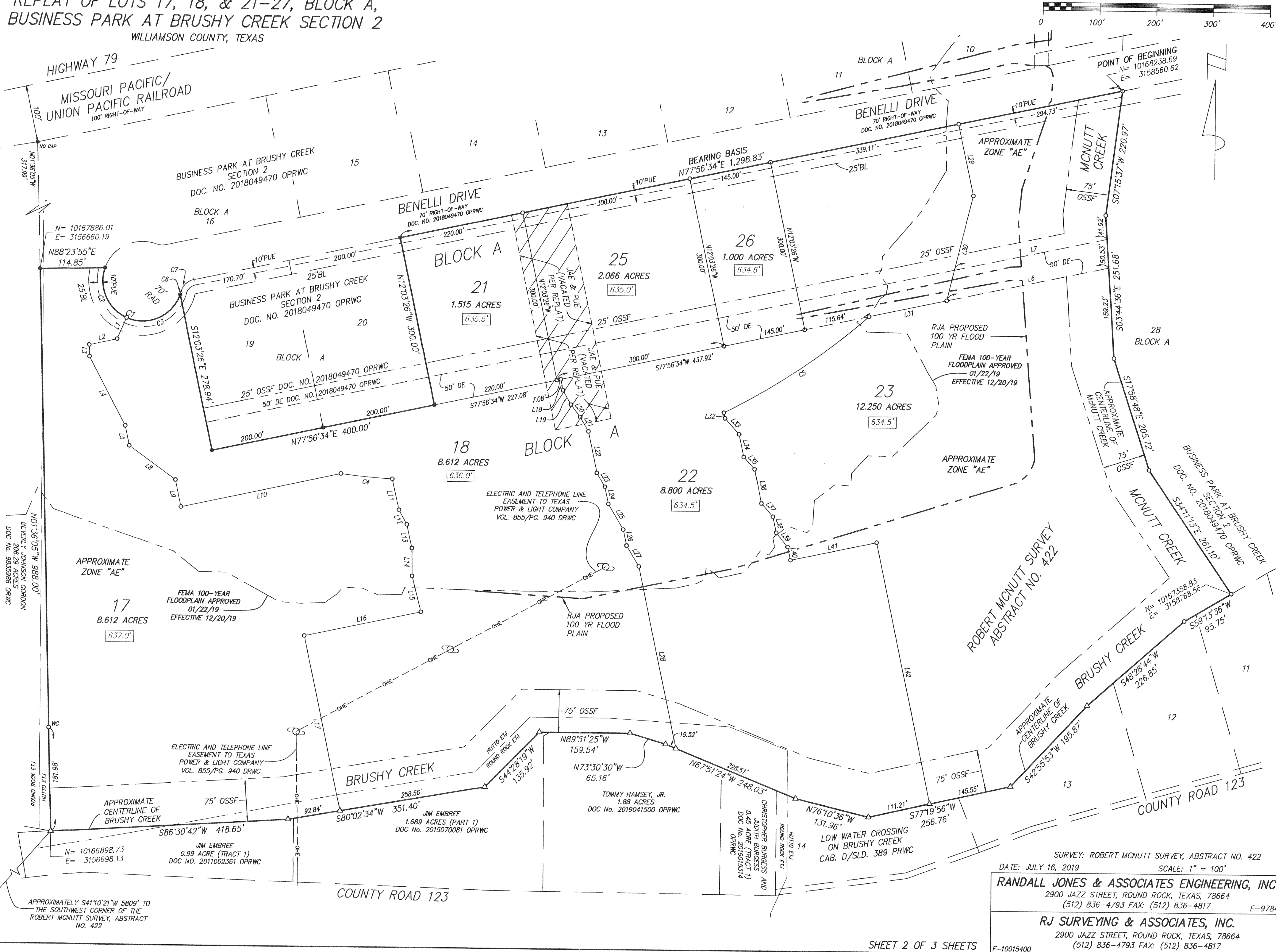
DATE: JULY 16, 2019

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

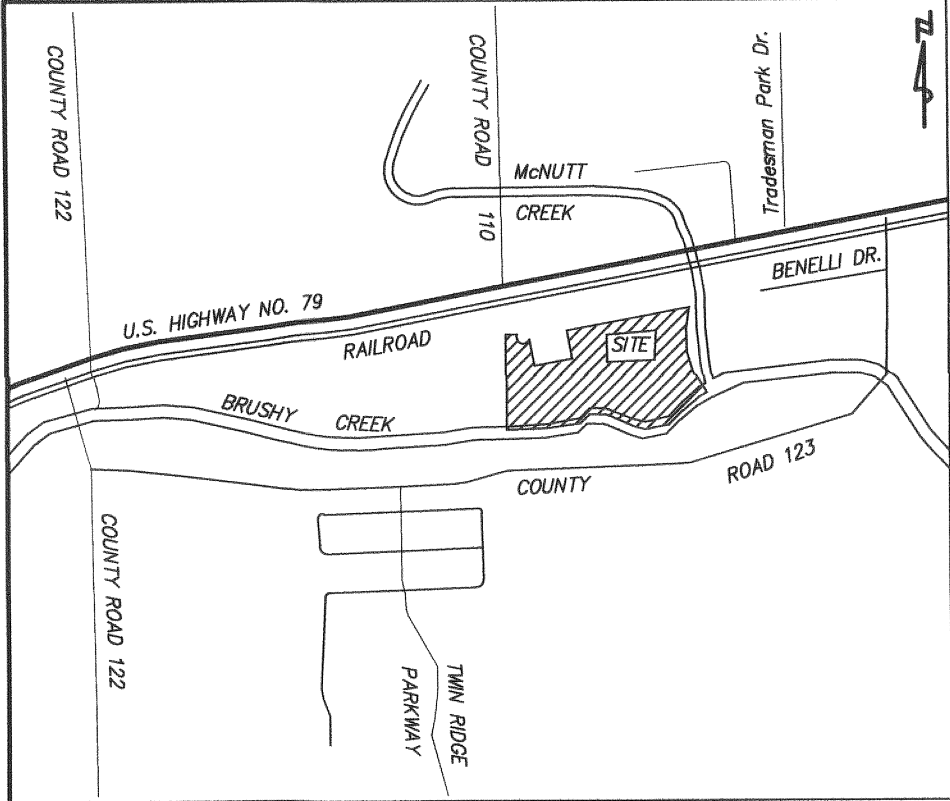
RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

FINAL PLAT OF
REPLAT OF LOTS 17, 18, & 21-27, BLOCK A,
BUSINESS PARK AT BRUSHY CREEK SECTION 2
WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'



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LOCATION MAP
SCALE: 1"= 2000'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N23°24'04"E	40.74'
L2	N77°34'28"E	50.10'
L3	N01°36'05"W	20.49'
L4	N27°47'16"W	136.83'
L5	N11°57'35"W	35.82'
L6	S77°56'34"W	291.29'
L7	S77°56'34"W	274.35'
L8	N54°16'52"W	101.05'
L9	N11°58'02"W	48.35'
L10	S77°44'32"W	287.97'
L11	N12°42'58"W	55.61'
L12	N29°11'25"W	29.17'
L13	N12°42'58"W	42.59'
L14	N00°45'41"W	48.89'
L15	N14°24'52"W	64.91'
L16	N77°56'34"E	209.36'
L17	N12°03'26"W	313.75'
L18	S12°03'26"E	19.67'
L19	S29°17'39"E	28.88'
L20	S37°30'52"E	27.25'
L21	S30°23'15"E	28.86'

LINE TABLE		
LINE	BEARING	DISTANCE
L22	S12°03'26"E	74.53'
L23	S30°41'00"E	28.07'
L24	S12°03'26"E	30.63'
L25	S30°52'33"E	52.12'
L26	S12°03'26"E	28.91'
L27	S30°54'52"E	42.19'
L28	S12°03'26"E	326.23'
L29	S12°03'26"E	128.77'
L30	S13°48'40"W	190.30'
L31	S77°56'34"W	140.44'
L32	S12°03'26"E	10.09'
L33	S41°49'02"E	37.19'
L34	S12°03'26"E	40.67'
L35	S42°19'49"E	28.81'
L36	S12°03'26"E	61.26'
L37	S41°24'52"E	30.79'
L38	S12°03'26"E	28.82'
L39	S39°10'15"E	32.30'
L40	S12°03'26"E	23.40'
L41	N77°56'34"E	155.34'
L42	S12°03'26"E	488.73'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	220.37'	70.00'	180°22'40"	S70°51'56"E	140.00'
C2	104.97'	70.00'	085°55'20"	S23°38'16"E	95.41'
C3	115.40'	70.00'	094°27'20"	N66°10'24"E	102.77'
C4	90.70'	1059.80'	004°54'13"	N84°40'35"W	90.68'
C5	307.12'	1173.09'	015°00'01"	S55°58'41"W	306.24'
C6	5.20'	70.00'	004°15'33"	N16°48'58"E	5.20'
C7	33.12'	30.00'	063°15'23"	S46°18'53"W	31.46'

THAT PART OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 62.91 ACRE TRACT CONVEYED TO BCBP DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NO. 2018046000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), BEING ALL OF LOTS 17, 18, 21, 22, 23, 24, 25, 26 AND 27, BLOCK A OF BUSINESS PARK AT BRUSHY CREEK SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2018049470 OPRWC, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET ON THE SOUTH RIGHT-OF-WAY LINE OF BENELLI DRIVE (70' WIDE RIGHT-OF-WAY) MONUMENTING THE NORTHWEST CORNER OF LOT 28, BLOCK A, BEING THE NORTHEAST CORNER OF LOT 24, BLOCK A OF SAID PLAT OF BUSINESS PARK AT BRUSHY CREEK SECTION 2;

THENCE ALONG THE WEST LINE OF SAID LOT 28, BLOCK A, BEING THE EAST LINE OF LOT 24, BLOCK A, AND ACROSS SAID 62.91 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES:

- S07°15'37"W A DISTANCE OF 220.97 FEET TO A 1/2" IRON ROD SET;
- S03°44'36"E A DISTANCE OF 251.68 FEET TO A 1/2" IRON ROD SET;
- S17°58'48"E A DISTANCE OF 205.72 FEET TO A 1/2" IRON ROD SET;
- S34°11'13"E A DISTANCE OF 261.10 FEET TO A 1/2" IRON ROD SET ON THE NORTH LINE OF LOT 11 OF LOW WATER CROSSING ON BRUSHY CREEK ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET D, SLIDE 389 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (PRWC), BEING THE SOUTHEAST CORNER OF LOT 24, BLOCK A AND THE SOUTHWEST CORNER OF LOT 28, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2;

THENCE ALONG THE SOUTH LINE OF LOTS 17, 22, 23 AND 24, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2, BEING THE SOUTH LINE OF SAID 62.91 ACRE TRACT, ALONG THE APPROXIMATE CENTERLINE OF BRUSHY CREEK, ALONG THE NORTH LINE OF LOTS 11 THROUGH 14 OF SAID LOW WATER CROSSING ON BRUSHY CREEK, ALONG THE NORTH LINE OF THAT 0.45 ACRE TRACT (TRACT 1) CONVEYED TO CHRISTOPHER BURGESS AND JUDITH BURGESS BY DEED RECORDED IN DOCUMENT NO. 2016015314 OPRWC, ALONG THE NORTH LINE OF THAT 1.88 ACRE TRACT CONVEYED TO TOMMY RAMSEY, JR. BY DEED RECORDED IN DOCUMENT NO. 2019041500 OPRWC, ALONG THE NORTH LINE OF THAT 1.689 ACRE (PART 1) TRACT OF LAND CONVEYED TO JIM EMBREE BY DEED RECORDED IN DOCUMENT NO. 2015070081 OPRWC, ALONG THE NORTH LINE OF THAT 0.99 ACRE TRACT (TRACT 1) OF LAND CONVEYED TO JIM EMBREE BY DEED RECORDED IN DOCUMENT NO. 2011062361 OPRWC, THE FOLLOWING ELEVEN (11) COURSES:

- S59°13'36"W A DISTANCE OF 95.75 FEET TO A 1/2" IRON ROD SET;
- S48°28'44"W A DISTANCE OF 226.85 FEET TO A CALCULATED POINT;
- S42°55'53"W A DISTANCE OF 195.87 FEET TO A CALCULATED POINT;
- S77°19'56"W A DISTANCE OF 256.76 FEET TO A CALCULATED POINT;
- N76°10'36"W A DISTANCE OF 131.96 FEET TO A CALCULATED POINT;
- N67°51'24"W A DISTANCE OF 248.03 FEET TO A CALCULATED POINT;
- N73°30'30"W A DISTANCE OF 65.16 FEET TO A CALCULATED POINT;
- N89°51'25"W A DISTANCE OF 159.54 FEET TO A CALCULATED POINT;
- S44°28'19"W A DISTANCE OF 135.92 FEET TO A CALCULATED POINT;
- S80°02'34"W A DISTANCE OF 351.40 FEET TO A CALCULATED POINT;
- S86°30'42"W A DISTANCE OF 418.65 FEET TO A CALCULATED POINT FOR THE SOUTHWEST CORNER OF LOT 17, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2, BEING ALSO THE SOUTHWEST CORNER OF SAID 62.91 ACRE TRACT, BEING THE SOUTHEAST CORNER OF THAT 206.29 ACRE TRACT CONVEYED TO BEVERLY JOHNSON GORDON BY DEED RECORDED IN DOCUMENT NO. 9835986 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC), FROM WHICH THE SOUTHWEST CORNER OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422 BEARS APPROXIMATELY S41°10'21"W A DISTANCE OF 5809 FEET;

THENCE ALONG THE EAST LINE OF SAID 206.29 ACRE TRACT, ALONG THE WEST LINE OF LOT 17, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2, N01°36'05"W, PASSING AT A DISTANCE OF 181.98 FEET A 1/2" IRON ROD SET FOR A WITNESS CORNER, CONTINUING FOR A TOTAL DISTANCE OF 988.00 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 16, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2, FROM WHICH A 1/2" IRON ROD WITH NO CAP FOUND ON THE SOUTH LINE OF THE MISSOURI PACIFIC/UNION PACIFIC RAILROAD (100' WIDE RIGHT-OF-WAY), BEING THE NORTHWEST CORNER OF SAID 62.91 ACRE TRACT, BEING ALSO THE NORTHWEST CORNER OF LOT 16, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2, BEARS N01°36'05"W A DISTANCE OF 317.99 FEET;

THENCE ALONG THE SOUTH LINE OF SAID LOT 16, BLOCK A AND ACROSS SAID 62.91 ACRE TRACT, N88°23'55"E A DISTANCE OF 114.85 FEET TO A 1/2" IRON ROD FOUND AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT ON SAID RIGHT-OF-WAY LINE OF BENELLI DRIVE (70' RADIUS);

THENCE EASTERLY ALONG SAID CURVE AND ACROSS SAID 62.91 ACRE TRACT, AN ARC LENGTH OF 220.37 FEET, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 180°22'40", AND A CHORD BEARING S70°51'56"E A DISTANCE OF 140.00 FEET TO A 1/2" IRON ROD FOUND AT A NORTHWEST CORNER OF LOT 19, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2;

THENCE ACROSS SAID 62.91 ACRE TRACT, ALONG THE WEST AND SOUTH LINES OF SAID LOT 19, BLOCK A AND ALONG THE SOUTH AND EAST LINES OF LOT 20, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2, THE FOLLOWING THREE (3) COURSES:

- S12°03'26"E A DISTANCE OF 278.94 FEET TO A 1/2" IRON ROD FOUND;
- N77°56'34"E A DISTANCE OF 400.00 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID LOT 20;
- N12°03'26"W A DISTANCE OF 300.00 FEET TO A 1/2" IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF SAID BENELLI DRIVE FOR THE NORTHWEST CORNER OF LOT 21, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2;

THENCE ACROSS SAID 62.91 ACRE TRACT, ALONG THE NORTH LINE OF LOT 21, 22, 23, 24, 25, 26 AND 27, BLOCK A OF SAID BUSINESS PARK AT BRUSHY CREEK SECTION 2, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID BENELLI DRIVE, N77°56'34"E (BEARING BASIS) A DISTANCE OF 1,298.83 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 42.855 ACRES, MORE OR LESS.
ALL IRON RODS FOUND OR SET HAVE "RJ SURVEYING" CAPS UNLESS NOTED OTHERWISE.
BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF BENELLI DRIVE, CALLED AS N77°56'34"E ON THE SAID PLAT OF BUSINESS PARK AT BRUSHY CREEK SECTION 2.
WILLIAMSON COUNTY APPRAISAL DISTRICT REFERENCE NUMBERS R571128, R571129, R571132, R571133, R571134, R571135, R571136, R571137 AND R571138.

FINAL PLAT OF
**REPLAT OF LOTS 17, 18, & 21-27, BLOCK A,
BUSINESS PARK AT BRUSHY CREEK SECTION 2**
WILLIAMSON COUNTY, TEXAS

NOTES:

- NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- A FLOOD PLAIN DEVELOPMENT PERMIT IS REQUIRED FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR OFFICE PRIOR TO ANY DEVELOPMENT ON THE SPECIFIC LOTS THAT HAVE A FLOODPLAIN.
- THE DEVELOPER, BUILDER, SELLER, OR AGENT SHALL INFORM, IN WRITING, EACH BUYER OF SUBDIVISION LOTS OR PROPERTY LOCATED WITHIN FLOOD HAZARD AREAS THAT SUCH PROPERTY IS AN IDENTIFIED FLOOD HAZARD ARE AND THAT A FLOOD PLAIN DEVELOPMENT PERMIT WILL BE REQUIRED BEFORE A STRUCTURE CAN BE PLACED ON THE PROPERTY. THE WRITTEN NOTICE SHALL BE FILED FOR RECORD IN THE DEED RECORDS OF WILLIAMSON COUNTY. A COPY OF THIS WRITTEN NOTICE SHALL BE PROVIDED WHEN APPLICATIONS ARE MADE FOR FLOOD PLAIN DEVELOPMENT PERMITS.
- PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, OR STORAGE OF MATERIALS OR ANY OTHER CHANGE WITHIN THE 100-YEAR FLOOD PLAIN LOCATED WITHIN THIS PLAT, AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE PROJECT AND EXTEND OF CHANGES, IF ANY, TO THE WATERCOURSE OR NATURAL DRAINAGE AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
- WATER SERVICE WILL BE PROVIDED BY JONAH SPECIAL UTILITY DISTRICT.
- SANITARY SEWER SERVICE WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 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.
- A PORTION OF THIS TRACT IS WITHIN THE FLOOD HAZARD AREA AS SHOWN ON THE REVISED AND APPROVED PRELIMINARY FLOOD INSURANCE RATE MAP PANEL NO. 48491C0515F, REVISION DATE JANUARY 22, 2019, EFFECTIVE DATE DECEMBER 20, 2019.
- THE MINIMUM FINISHED FLOOR ELEVATIONS SHALL BE DETERMINED BY ADDING TWO (2) FEET TO THE BASE FLOOD ELEVATIONS (BFE) AS DETERMINED BY A STUDY PREPARED BY RANDALL JONES ENGINEERING & ASSOCIATES, INC., PROJECT No. 2456, DATED MAY 1, 2018.
- EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE OF THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER 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 IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
- ALL DRIVEWAYS SHALL BE DIP-STYLE OR STRAIGHT TIE, AS LONG AS THE GRADE BREAKS ARE LESS THAN 15%.
- 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.
- ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED. ALL LOTS SHALL ONLY TAKE ACCESS FROM BENELLI DRIVE.
- SURVEYOR UNABLE TO SET CORNERS ALONG A PORTION OF APPROXIMATE CENTERLINE OF BRUSHY CREEK DUE TO BEING UNDERWATER OR OTHERWISE INACCESSIBLE.
- THE SUBJECT TRACT LIES WITHIN THE UPPER BRUSHY CREEK WCID.
- A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY.
- THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF BUSINESS PARK AT BRUSHY CREEK SECTION 2, AS RECORDED IN DOCUMENT NO. 2018049470 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- THE JOINT DRIVEWAY AND ACCESS EASEMENT/PUBLIC UTILITY EASEMENT SHOWN HEREON IS TO BE VACATED BY THIS REPLAT.

LEGEND:

- = 1/2" IRON ROD FOUND WITH "RJ SURVEYING" CAP
- = 1/2" IRON ROD SET WITH "RJ SURVEYING" CAP
- △ = CALCULATED POINT
- xxx.x' = MINIMUM FINISHED FLOOR ELEVATION
- PUE = PUBLIC UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- OSSF = ON-SITE SEWAGE FACILITY SETBACK
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- BL = BUILDING SETBACK LINE
- ROW = RIGHT-OF-WAY
- = ETJ LINE (PER CITY OF HUTTO GIS DATA)

SITE DATA:

TOTAL AREA OF SITE: 42.855 ACRES
NUMBER OF LOTS: 7
NUMBER OF BLOCKS : 1
SURVEY: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422

NEW STREETS: NONE

PROPERTY OWNER:
BCBP DEVELOPMENT, INC.
P. O. BOX 1279
PFLUGERVILLE, TEXAS 78691

MINIMUM FIRST FLOOR ELEVATIONS (NAVD '88)

LOT	ELEVATION
17	637.0'
18	636.0'
21	635.5'
22	634.5'
23	634.5'
25	635.0'
26	634.6'

AREA SUMMARY:

TOTAL AREA OF PLAT:	42.855 ACRES
LOT 17	8.612 ACRES
LOT 18	8.612 ACRES
LOT 21	1.515 ACRES
LOT 22	8.800 ACRES
LOT 23	12.250 ACRES
LOT 25	2.066 ACRES
LOT 26	1.000 ACRES

DATE: JULY 16, 2019

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

F-9784

RJ SURVEYING & ASSOCIATES, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

F-10015400

FINAL PLAT OF
REPLAT OF LOTS 17, 18, & 21-27, BLOCK A,
BUSINESS PARK AT BRUSHY CREEK SECTION 2
WILLIAMSON COUNTY, TEXAS

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

THAT BCBP DEVELOPMENT, INC., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2018046000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "REPLAT OF LOTS 17, 18, & 21-27, BLOCK A, BUSINESS PARK AT BRUSHY CREEK SECTION 2".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 11 DAY OF December, 2019.

BCBP DEVELOPMENT, INC., A TEXAS CORPORATION

BY: B. W. CASH
BRUCE W. CASH, PRESIDENT
BCBP DEVELOPMENT, INC.
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME ON THIS DAY PERSONALLY APPEARED BRUCE W. CASH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 11 DAY OF December, 2019 A.D.

BY: Cristina Cardenas
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: CRISTINA CARDENAS

MY COMMISSION EXPIRES: 9/17/2023



THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN DATED MARCH 28, 2018, RECORDED AS DOCUMENT NO. 2018025509 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

PLAINSCAPITAL BANK

BY: T. Shawn Tuggle
PRINTED NAME: T. Shawn Tuggle
TITLE: Plaintiff - Round Rock

STATE OF TEXAS

COUNTY OF WILLIAMSON

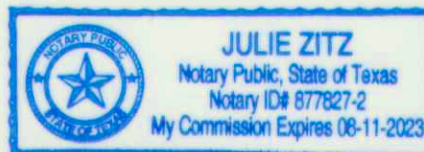
BEFORE ME ON THIS DAY PERSONALLY APPEARED T. Shawn Tuggle, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 10th DAY OF December, 2019 A.D.

BY: Julie Zitz
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Julie Zitz

MY COMMISSION EXPIRES: 8-11-2023



THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN DATED MAY 29, 2018, RECORDED AS DOCUMENT NO. 2018046070 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

BRUSHY CREEK RANCH INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP

BY: B. W. CASH
PRINTED NAME: BRUCE W. CASH
TITLE: PARTNER

STATE OF TEXAS

COUNTY OF WILLIAMSON

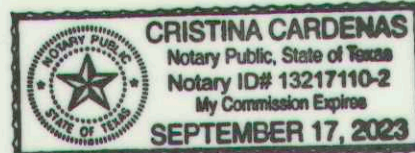
BEFORE ME ON THIS DAY PERSONALLY APPEARED B. W. CASH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 11 DAY OF December, 2019 A.D.

BY: Cristina Cardenas
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: CRISTINA CARDENAS

MY COMMISSION EXPIRES: 9/17/2023

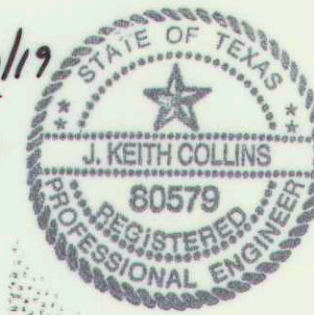


ENGINEER'S CERTIFICATION

A PORTION OF THIS TRACT IS WITHIN THE FLOOD HAZARD AREA AS SHOWN ON THE REVISED AND APPROVED PRELIMINARY FLOOD INSURANCE RATE MAP PANEL NO. 48491C0515F, REVISION DATE JANUARY 22, 2019, EFFECTIVE DATE DECEMBER 20, 2019.

I, J. KEITH COLLINS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORM WATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

BY: J. Keith Collins 12/10/19
J. KEITH COLLINS
DATE
LICENSED PROFESSIONAL ENGINEER NO. 80579
STATE OF TEXAS



SURVEYOR'S CERTIFICATION

I, STEPHEN R. LAWRENCE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT AS FOUND IN THE TITLE POLICY LISTED IN THE COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY UNDER COMMITMENT NO. GF NO. 1928185-COM, EFFECTIVE DATE JULY 5, 2019. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

BY: Stephen R. Lawrence 12/10/2019
STEPHEN R. LAWRENCE
DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352
STATE OF TEXAS



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 ASSOCIATED WITHIN IT.

BY: J. Terron Evertson 12/12/19
J. TERRON EVERTSON, PE, DR, CFM
DATE
COUNTY ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 11th DAY OF December, 2019 A.D.

BY: Teresa Baker
TERESA BAKER
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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 DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

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.

BY: Bill Gravel Jr.
BILL GRAVELL JR., COUNTY JUDGE
DATE
WILLIAMSON COUNTY, TEXAS

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: JULY 16, 2019

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

Commissioners Court - Regular Session**56.****Meeting Date:** 12/17/2019

Wilco RRISD ILA for SROs

Submitted For: Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Agreement for School Resource Officer Program Between Round Rock ISD & Williamson County Sheriff's Office & Williamson County for RRISD School Years 2021/2022, 2022/2023, 2023/2024, 2024/2025, and 2025/2026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsWilco RRISD proposed ILA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 08:51 AM

Started On: 12/12/2019 08:13 AM

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**INTERLOCAL AGREEMENT
FOR SCHOOL RESOURCE OFFICER PROGRAM BETWEEN
ROUND ROCK ISD
&
WILLIAMSON COUNTY SHERIFF’S OFFICE
&
WILLIAMSON COUNTY
(SCHOOL YEARS 2021/2022, 2022/2023, 2023/2024, 2024/2025, AND 2025/2026)**

This INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM (hereinafter, the “Agreement”) is entered into by and between the Round Rock Independent School District (hereinafter, “DISTRICT”) a school district that spans the boundaries of at least four (4) law enforcement jurisdictions in the State of Texas, and includes but is not limited to Williamson County, Texas (hereinafter, “COUNTY”) a political subdivision of the State of Texas, and the Williamson County Sheriff’s Office (hereinafter, “SHERIFF’S OFFICE”) for the purpose of providing a Law Enforcement School Resource Officers (hereinafter “SRO”).

WHEREAS the COUNTY, the SHERIFF’S OFFICE and the DISTRICT are authorized to enter into this Agreement pursuant to § 791.001 *et. seq* of the Texas Government Code, also known as the Interlocal Cooperation Act, and as permitted in § 21.483 of the Texas Education Code;

WHEREAS the COUNTY and the SHERIFF’S OFFICE are given authority by the laws of the State of Texas to hire and commission law enforcement officers;

WHEREAS the DISTRICT has identified certain safety needs and therefore desires to have a full-time law enforcement officers on its campuses as deemed necessary, including but not limited to during instructional and teacher in-service hours;

WHEREAS the DISTRICT, the COUNTY and the SHERIFF’S OFFICE desire to enter into a Law Enforcement School Resource Officers Program on the campus(es) of the Round Rock Independent School 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026 school years, as long as staffing needs allow;

WHEREAS, at this time it is considered to be cost effective and in the public interest for the DISTRICT, the COUNTY and the SHERIFF'S OFFICE to enter into this Agreement;

NOW THEREFORE in consideration of the foregoing recitals and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Service:** The SHERIFF'S OFFICE shall select and assign certified law enforcement officers to serve as the Law Enforcement School Resource Officers within the DISTRICT campuses located within the law enforcement jurisdiction of the Williamson County's SHERIFF'S OFFICE for DISTRICT. Specifically, SHERIFF'S OFFICE shall provide a total of twenty-eight (28) officers to be staffed at the following locations: two (2) Deputies at Cedar Ridge High School, two (2) Deputies at McNeil High School, two (2) Deputies at Round Rock High School, two (2) Deputies at Stony Point High School, one (1) Deputy at Success High School, one (2) Deputies at Round Rock Opportunity Center, two (2) Deputies at Westwood High School, one (1) Deputy at C.D. Fulkes Middle School, one (1) Deputy at Canyon Vista Middle School, one (1) Deputy at Cedar Valley Middle School, one (1) Deputy at Chisholm Trail Middle School, one (1) Deputy at Deerpark, one (1) Deputy at Grisham Middle School, one (1) Deputy at Hernandez Middle School, one (1) Deputy at Hopewell Middle School, one (1) Deputy at Pearson Ranch Middle School, one (1) Deputy at Ridgeview Middle School, one (1) Deputy at Walsh Middle School, one (1) Deputy at Cedar Valley Middle School, one (1) Deputy to serve as a rover and two (2) Sergeants to supervise and assist the assigned deputies, during the regularly scheduled school sessions to perform the duties as herein set forth.

- a. SRO's shall be present on their assigned campus for the entire school day, unless a public emergency or mandatory training event occurs.
- b. The deputy assigned to serve as a rover, as well as the two (2) Sergeants, shall be staffed at a DISTRICT elementary campus when not covering absences or addressing safety & security related issues at a DISTRICT secondary campus.

2. **Scheduling & Absences:** The SHERIFF'S OFFICE agrees to set the schedule of the Law Enforcement School Resource Officers to coincide as closely as possible with the DISTRICT's instructional and in-service calendar. The SHERIFF'S OFFICE agrees to provide the DISTRICT'S representative with notice, as soon as possible upon learning of the vacancy, whenever:

- a. A SRO will NOT be scheduled to coincide with the DISTRICT'S instructional and in-service calendar.
- b. A SRO will be off campus for any reason not listed above and the SHERIFF'S OFFICE's rover is not available.

The Parties will use best efforts to arrive at a mutually acceptable solution for the

day or days so affected.

During periods when school is not in session during usual business hours, Law Enforcement School Resource Officers will be expected to attend a minimum of 16 hours of DISTRICT provided training classes beyond the basic NASRO requirements. The specific training requirements will be determined, on an individual basis, in collaboration between the WSCO and RRISD Director of Safety and Security, or their designee. During periods when school is not in session and attendance is not required at a training class, Law Enforcement School Resource Officers shall be surplused to the SHERIFF'S OFFICE to work or train under their control.

3. Training & Oversight: The SHERIFF'S OFFICE shall be responsible for all management—and disciplinary actions of the Law Enforcement School Resource Officers. DISTRICT shall reimburse COUNTY for any training necessary for the deputies involved in the service provided hereunder.

DISTRICT shall provide training classes for the Law Enforcement School Resource Officers, that can include but is not limited to Mental Health Officer Certification, Beyond Diversity, Mental Health First Aid, Disruptive Student Management (TEEX), Civilian Interaction Training, Crisis Intervention Training, De-escalation of Force, and Basic Instructor Certification. These trainings shall be provided on days when school is not in session.

4. Salaries & Benefits: The COUNTY shall be responsible for providing salary and benefits, including, uniforms and equipment for the Law Enforcement School Resource Officers and the DISTRICT shall reimburse COUNTY for such annual salary and benefits, uniforms and equipment for each deputy and sergeant provided.

The DISTRICT agrees to pay an annual salary increase to the SHERIFF'S OFFICE for all Law Enforcement School Resource Officers assigned to the DISTRICT, equal to the annual salary increase approved by the COUNTY.

The COUNTY shall be responsible for providing certification pay, FICA, Retirement, Insurance and Worker's Comp for all Law Enforcement School Resource Officers and the DISTRICT shall reimburse COUNTY for such certification pay, FICA, Retirement, Insurance and Worker's Comp for each deputy and sergeant provided.

5. Vehicles & Related Costs: The COUNTY shall provide all vehicle maintenance, fuel, insurance and related costs for vehicles assigned to the Law Enforcement School Resource Officers by the COUNTY. The DISTRICT shall reimburse the COUNTY for the actual costs of such maintenance, fuel, insurance and related costs. The COUNTY shall provide receipts for all reimbursement requests.

6. Estimated Reimbursed Costs and Expenses: The DISTRICT, in paying for the governmental services being rendered by the COUNTY through the SHERIFF'S OFFICE hereunder, shall make such payments out of current revenues available to the DISTRICT, as required by applicable law.

The DISTRICT shall pay COUNTY for the following actual costs and expenses: salary, overtime, certification pay, FICA, retirement, health insurance, worker's comp, vehicle equipment, radio equipment, ammunition, LE equipment, computer equipment, office supplies, gasoline, uniforms, publications, cell phone plan, internet, training, printed materials, vehicle insurance, vehicle repairs, equipment lease (RCS fees, call taking/dispatching, and software access- dispatch/RMS), and vehicle.

On an annual basis, but no later than ninety (90) days prior to July 1st, COUNTY will provide DISTRICT with notice of the *estimated* reimbursable costs and expenses DISTRICT shall pay COUNTY during the current school year. DISTRICT acknowledges and understands the Reimbursed Costs set forth in such notice will be estimates and that the Reimbursed Costs are subject to change during the 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026 school years in the event COUNTY's actual cost for such items increases or decreases during such school year.

7. Payment Terms and Reconciliation:

a. Annual Payment Terms and Reconciliation:

COUNTY will invoice DISTRICT annually throughout the terms of this contract, on or before May 31st using the actual costs incurred through the first half of COUNTY's fiscal year (October 1 to March 31) and multiplying such actual costs by two in order to estimate costs for the remainder of the COUNTY's fiscal year. Payment of such amount shall be due within thirty (30) days of the invoice date. Invoices are to include receipt/documentation of said expenses.

On or before October 31st of every year, a reconciliation statement for the actual Reimbursed Costs incurred by COUNTY will be provided to DISTRICT in order to account for any differences between the actual Reimbursed Costs incurred by COUNTY during the 2019/2020 school year and any amounts previously paid by DISTRICT for such school year.

If an additional amount is due from DISTRICT for the previous school year, payment in full shall be due and paid to COUNTY within thirty (30) days of the reconciliation statement's date. In the event the amount of DISTRICT's previous payments exceeds the COUNTY's actual Reimbursed Costs, such excess amount will be paid to DISTRICT within thirty (30) days of the reconciliation statement's

date.

b. **Payment Terms and Reconciliation for Early Termination:**

If this Agreement is terminated prior to its anticipated termination date, COUNTY will invoice DISTRICT, within sixty (60) days of the termination date, for all actual costs incurred and not previously paid by District. Payment of such amount shall be due within thirty (30) days of the invoice date.

8. Term & Termination: The term of this Agreement shall begin on July 1, 2021 and shall terminate on June 30, 2026. Notwithstanding any other provision of this Agreement, either party may cancel this Agreement, without cause, upon 90 days written notice or reasonable advance written notice to the other party.

9. Scope of Deputies' Essential Duties: SHERIFF'S OFFICE agrees that the Law Enforcement School Resource Officers can include, but are not limited to:

- a. Enforce state and local laws.
- b. Refrain completely from functioning as a school disciplinarian. (The SRO is not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law.)
- c. Patrol district property for suspicious activity, unauthorized persons on campus, or unauthorized entry after hours.
- d. Assist with in-service training to help administrators be better prepared to deal with security-related matters.
- e. Work closely with the principal and staff of the school to foster a better understanding of the law enforcement function to maintain a secure learning environment. Proactively work with the school's leadership team and collaborate with school's administrative team on safety protocols and procedures.
- f. Serve as a visible and active law enforcement officer on campus dealing with law-related areas such as drugs, traffic, trespassing, fighting, and thefts.
- g. Conduct routine patrols of assigned DISTRICT facility; Operate district equipment to including, but not limited to, alarm systems and surveillance equipment, when necessary.
- h. Take law enforcement action to protect against unwanted intruders.
- i. Identify and prevent (through counseling and referral) delinquent behavior, including substance abuse.
- j. Work collaboratively with public safety agencies to serve as a liaison between school and community to deter criminal and delinquent behavior.
- k. Monitor and instruct students, visitors, and district personnel on proper and lawful campus or facility behavior. Help to define and maintain a

respectful code of conduct.

- l. Assist other law enforcement agencies with incidents involving local criminal activity that may impact the safety of the environment for students and staff. Serve as the initial first responder and school safety coordinator for campus emergencies.
- m. Respond to calls on crimes against person or property in progress, report crimes that have already occurred, and intrusion/fire alarms; perform preliminary investigation at the scene (e.g. gather and preserve evidence, take statements).
- n. Prepare written reports, maintain daily logs, and obtain and serve arrest and search warrants as necessary; testify in court as required.
- o. Subdue offenders and criminals by using the minimum amount of force needed to protect the officer and other persons.
- p. Provide instructions and directions to others as it pertains to law enforcement matters and emergency situations.
- q. Assist DISTRICT Safety & Security Director in conducting security building assessments for schools; guard, check and secure doors, rooms, buildings and equipment.
- r. Be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.

10. Scope of the Sergeant's Essential Duties:

- a. Enforce state and local laws.
- b. Refrain completely from functioning as a school disciplinarian. (The School Resource Sergeant is not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law.)
- c. Perform any and all SRO essential duties when acting in a SRO role.
- d. Ensure that SROs follow all policies, laws, and protocols.
- e. Ensure that SROs complete and submit all proper reports and affidavits.
- f. Ensure that SROs are properly trained and training is current.
- g. Approve or rejects vacation or comp requests and time cards.
- h. Conduct annual evaluations on assigned SROs.
- i. Approve all reports submitted by assigned SROs.
- j. Facilitate citizen complaint investigations on SHERIFF'S OFFICE personnel according to SHERIFF'S OFFICE policy and procedure.
- k. Assist other law enforcement officers with outside investigations concerning students attending DISTRICT.
- l. Confer with DISTRICT Safety & Security Director to develop plans and strategies to prevent and/or minimize dangerous situations or criminal activity on or near the campus or involving students at school related activities.
- m. Serve, at all times, as a role model to students by demonstrating appropriate attitudes, behavior, courtesy, and respect.

n. Attend and testify in court, as required.

11. Sheriff Retains Control Over Deputies: At the sole discretion of the SHERIFF'S OFFICE, or at the sole discretion of the Law Enforcement School Resource Officers, the officers may respond, at any time, to emergency situations off the assigned campus or outside of the Round Rock Independent School District.

12. Performance of Deputies & Uniforms: Deputies shall wear, their Sheriff's Office standard patrol uniforms and equipment and shall utilize marked Sheriff's Office patrol cars while providing services under this Agreement, but with SHERIFF'S OFFICE supervisor approval, the SRO may wear other clothing. All equipment, uniforms, and insurance of such employees shall be the sole responsibility of the COUNTY. All deputies providing services under this Agreement shall be acting in the course and scope of their employment by the Sheriff's Office at all times while engaged in the performance of the additional patrol services contemplated hereunder.

13. Jurisdictional Issues: It shall be the sole responsibility of SHERIFF'S OFFICE to obtain any and all required documentation/authorizations from other law enforcement jurisdictions that SHERIFF'S OFFICE may be required to enter while fulfilling the terms of this agreement. SHERIFF'S OFFICE shall submit to DISTRICT copies of any and all required documentation/authorizations from other law enforcement jurisdictions that SHERIFF'S OFFICE obtained to fulfill the terms of this agreement.

14. Notices: Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective parties indicated below:

District: Round Rock Independent School District
ATTN: _____
1311 Round Rock Ave.
Round Rock, TX 78681

Sheriff's Office: Williamson County Sheriff's Office
ATTN: Chief Deputy
508 South Rock St.
Georgetown, TX 78626

County: Office of the County Judge
ATTN: County Judge
700 Main St., Suite 101
Georgetown, TX 78626

The foregoing addresses for notice may be changed by either the County or the District by delivering written notice of such change, in accordance with the requirements of this

Section, to the other party.

15. Payment from Current Revenues: It is agreed by the parties hereto that each party paying for the performance of governmental functions or services agrees and shall make those payments from current revenues available to the paying party.

16. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes all other prior or contemporaneous oral or written agreements between the parties. No amendment or modification to this Agreement shall be effective without the express, written consent of the parties hereto.

17. Non-Assignment: This Agreement shall not be transferred or assigned.

18. Good Faith: DISTRICT, SHERIFF'S OFFICE and COUNTY agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party hereto acknowledges and represents that this Agreement has been duly authorized by their respective governing body or elected official.

19. Invalid Provisions: Any clause, sentence, paragraph or article of this agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

20. Applicable Law & Venue: This Agreement shall be construed in accordance with the laws and constitution of the State of Texas. All obligations hereunder are performable in Williamson County, Texas, and venue for any action arising hereunder shall be in Williamson County, Texas.

21. Dispute Resolution: Any disputes that may not informally be resolved after good faith efforts, must first be submitted to non-binding mediation prior to any litigation.

22. No Waiver of Sovereign Immunity: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity.

23. Survival of Obligations: All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to payment and agreement purpose shall survive the expiration or termination of this Agreement.

In Witness Whereof, DISTRICT and COUNTY and SHERIFF'S OFFICE have caused this agreement to be effective as of the 1st day of July, 2021.

Williamson County Sheriff's Office

Williamson County, Texas

By: Robert Chody, Sheriff's Office

Date Signed: _____

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

Round Rock Independent School District


By: President, Board of Trustees

Printed Name: CHARLES CHADWICK

Date Signed: 12-11-19

Exhibit "A"

Estimated Reimbursed Costs

Fiscal Year Oct 1, 2018-Sep 30, 2020 Estimated Annual SRO Deputy Costs											
	SRO Sgt L1.13	SRO Dep. #1 L1.14	SRO Dep. #2 L1.15	SRO Dep. #3 L1.16	SRO Dep. #4 L1.17	SRO Dep. #5 L1.18	SRO Dep. #6 L1.19	SRO Dep. #7 L1.20	SRO Dep. #8 L1.21	SRO Dep. #9 L1.22	SRO Dep. #10 L1.23
1105 Salary	\$ 77,414.63	\$ 68,975.87	\$ 67,623.35	\$ 58,870.16	\$ 66,297.35	\$ 74,861.49	\$ 64,997.34	\$ 73,197.59	\$ 60,047.64	\$ 74,661.49	\$ 74,661.49
1110 Overtime	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80	\$ 3,920.80
1114 Certification Pay	\$ 720.00	\$ 720.00	\$ -	\$ -	\$ 1,080.00	\$ -	\$ 1,080.00	\$ 720.00	\$ -	\$ -	\$ 1,080.00
2010 FICA	\$ 6,277.23	\$ 5,631.68	\$ 5,473.13	\$ 4,803.51	\$ 5,454.31	\$ 6,011.65	\$ 5,354.66	\$ 5,654.84	\$ 4,893.59	\$ 6,044.17	\$ 6,044.17
2020 Retirement	\$ 11,438.51	\$ 10,262.16	\$ 9,973.25	\$ 8,763.06	\$ 9,938.96	\$ 10,954.37	\$ 9,767.74	\$ 10,950.67	\$ 8,917.20	\$ 11,104.92	\$ 11,104.92
2030 Insurance	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00	\$ 9,132.00
2050 Workers Comp	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
3002 Vehicle Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3003 Radio Equipment	\$ 8,194.00	\$ 8,194.00	\$ 8,194.00	\$ 8,194.00	\$ 8,194.00	\$ 8,194.00	\$ 8,194.00	\$ 8,194.00	\$ 8,194.00	\$ 8,194.00	\$ 8,194.00
3004 Ammunition	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
3008 I.E. Equipment	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
5740 Computer Equipment	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ -	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00
3100 Office Supplies	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
3301 Gasoline	\$ 8,069.00	\$ 8,069.00	\$ 8,069.00	\$ 8,069.00	\$ 8,069.00	\$ 8,069.00	\$ 8,069.00	\$ 8,069.00	\$ 8,069.00	\$ 8,069.00	\$ 8,069.00
3311 Uniforms	\$ 508.00	\$ 508.00	\$ 508.00	\$ 508.00	\$ 508.00	\$ 508.00	\$ 508.00	\$ 508.00	\$ 508.00	\$ 508.00	\$ 508.00
3901 Publications	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00
4209 Cell Phone	\$ 565.00	\$ 565.00	\$ 565.00	\$ 565.00	\$ 565.00	\$ 565.00	\$ 565.00	\$ 565.00	\$ 565.00	\$ 565.00	\$ 565.00
4210 Internet	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00
4232 Training	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
4360 Printed Materials	\$ 252.00	\$ 252.00	\$ 252.00	\$ 252.00	\$ 252.00	\$ 252.00	\$ 252.00	\$ 252.00	\$ 252.00	\$ 252.00	\$ 252.00
4414 Vehicle Insurance	\$ 768.00	\$ 768.00	\$ 768.00	\$ 768.00	\$ 768.00	\$ 768.00	\$ 768.00	\$ 768.00	\$ 768.00	\$ 768.00	\$ 768.00
4541 Vehicle Repairs	\$ 3,410.00	\$ 3,410.00	\$ 3,410.00	\$ 3,410.00	\$ 3,410.00	\$ 3,410.00	\$ 3,410.00	\$ 3,410.00	\$ 3,410.00	\$ 3,410.00	\$ 3,410.00
4623 Equipment Lease	\$ 578.00	\$ 578.00	\$ 578.00	\$ 578.00	\$ 578.00	\$ 578.00	\$ 578.00	\$ 578.00	\$ 578.00	\$ 578.00	\$ 578.00
RCS Fees	\$ 878.32	\$ 878.32	\$ 878.32	\$ 878.32	\$ 878.32	\$ 878.32	\$ 878.32	\$ 878.32	\$ 878.32	\$ 878.32	\$ 878.32
Call Taking/Dispatching	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00
Software Access-Dispatch/RMS	\$ 749.30	\$ 749.30	\$ 749.30	\$ 749.30	\$ 749.30	\$ 749.30	\$ 749.30	\$ 749.30	\$ 749.30	\$ 749.30	\$ 749.30
5003 Radio Equipment > \$5K	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6700 Vehicles	\$ 6,094.52	\$ 6,420.02	\$ 6,623.92	\$ 6,623.92	\$ 6,674.43	\$ 6,674.43	\$ 6,623.62	\$ 7,067.29	\$ 7,067.29	\$ 7,067.29	\$ 7,067.29
Total Annual Cost	\$ 150,185.21	\$ 140,250.14	\$ 137,833.97	\$ 122,090.96	\$ 137,985.47	\$ 146,842.25	\$ 135,954.17	\$ 146,030.60	\$ 129,166.13	\$ 143,148.28	\$ 143,148.28

Total \$ 1,389,487.21

Grand Total \$ 1,389,487.21

Commissioners Court - Regular Session**57.****Meeting Date:** 12/17/2019

2018 HUD CAPER

Submitted By: Sally Bardwell, HUD Grants**Department:** HUD Grants**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on the Community Development Block Grant program's 2018 Consolidated Annual Performance and Evaluation Report.

Background

The Consolidated Annual Performance and Evaluation Report (CAPER) is required by the U.S. Department of Housing and Urban Development (HUD) to report on the annual performance of the Williamson County FY18 Community Development Block Grant (CDBG) program. This report identifies the progress made regarding active and completed projects that have received Williamson County CDBG funds, as well as other accomplishments the County has made in meeting the objectives and priorities outlined in the five year Consolidated Plan.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments2018 CAPER

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sally Bardwell

Final Approval Date: 12/11/2019

Reviewed By

Andrea Schiele

Date

12/11/2019 03:53 PM

Started On: 12/10/2019 03:17 PM

Williamson County, TX

Community Development

Consolidated Annual Performance and Evaluation Report

Fiscal Year 2018

Sally Bardwell

Williamson County Community Development Administrator

512-943-3757

sbardwell@wilco.org

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Williamson County was awarded CDBG funds in the amount of \$1,414,580 for Fiscal Year 2018 (October 1, 2018 through September 30, 2019). The County also reallocated \$351,954 from previously funded projects that are complete or did not utilize funding. In total the County allocated \$1,766,534.95 in the FY18 Annual Action Plan. In accordance to the priorities identified and outlined in the County's Consolidated Plan, six infrastructure projects and two public facilities projects were identified for FY18 allocations. The projects serve low to moderate income areas and households throughout the County. The projects meet national goals and supports ongoing efforts in the community to address the growing population. All projects are identified as a high priority in the Five-Year Consolidated Plan.

The County's Strategic Plan outlines the following as high priority projects.

Public Facility and Infrastructure Improvements

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements. Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.

Increase Access to Affordable Housing

- Fund activities that expand the supply and improve the condition of housing affordable to lower income households. Fund activities that leverage other public and private resources such as Low Income Tax Credit Projects. Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.

Decrease Homelessness

- Provide funds to support shelter operations and transitional housing. Provide funding to increase permanent supportive housing

opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

Public Services

- Fund projects that provide supportive services to low and moderate income household as well as persons with special needs. Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate news and information, and eliminate duplication of effort.

Affirmatively Further Fair Housing

- Support improved access to community resources. Continue to operate in compliance with protected class definitions found in federal regulations.

The Consolidated Annual Performance and Evaluation Report (CAPER) is required by the U.S. Department of Housing and Urban Development (HUD) to report on the annual performance of the Williamson County FY18 CDBG program. This report identifies the progress made regarding active projects and those projects that have been completed that received Williamson County funds, as well as other accomplishments the County has made in meeting the objectives and priorities outlined in the five year Consolidated Plan. Project progress can be found in the attachment section of this document. See FY18 Funded Project Information and Previously Funded Project Information.

It is required that this report be available for review for a minimum of 15 days. The review period is November 27 – December 13, 2019. The CAPER will be submitted to HUD following this review period.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administration	Admin and Planning	CDBG: \$	Other	Other	1	1	100.00%			
Emergency Shelter Operation	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
Emergency Shelter Operation	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	400	319	79.75%			
Emergency Shelter Operation	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	400	319	79.75%			
Flood Drainage Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1299	1299	100.00%			

Home-ownership Assistance	Affordable Housing	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
Home-ownership Assistance	Affordable Housing	CDBG: \$	Rental units constructed	Household Housing Unit	0	0				
Home-ownership Assistance	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	3	3	100.00%			
Housing Rehabilitation	Affordable Housing	CDBG: \$282603	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		158	0	0.00%
Housing Rehabilitation	Affordable Housing	CDBG: \$282603	Rental units rehabilitated	Household Housing Unit	0	0		0	0	
Housing Rehabilitation	Affordable Housing	CDBG: \$282603	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		0	0	
Public Facility Improvements	Non-Housing Community Development	CDBG: \$559700	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	4755		5950	4755	79.92%

Public Services	Non-Housing Community Development		Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	20		20	20	100.00%
Sidewalks	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3084	4389	142.32%	1116	0	0.00%
Street Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6329	0	0.00%			
Water/Sewer Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		5068	1000	19.73%
Water/Sewer Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	1000	1000	100.00%			

Youth Center Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	100	100.00%			
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Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All activities funded are identified as High Priority projects. Please see attached documents outlining projects funded and progress in 2018 (FY18 Funded Project Information and Previously Funded Project Information).

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	17
Black or African American	1
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	18
Hispanic	10
Not Hispanic	8

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The numbers above represent the Interagency Support Council of Eastern Williamson County. The project assisted 20 total clients (18 listed in the chart plus 2 identified as other/multiracial individuals that are not listed in the chart)

Chart does not reflect the Taylor Housing Authority Home Ownership Program that assisted one family (white/Hispanic).

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,766,535	733,371

Table 3 - Resources Made Available

Narrative

The County did not meet the timeliness requirement in 2019. The County is currently on a workout plan. The appropriate ratio is expected to be reached in March 2020 and includes the FY19 funding.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Georgetown, Census Tract 201.02, Block Groups 1 and 2			
City of Granger, Census Tract 213, Block Group 2 and 3			
City of Jarrell			
City of Liberty Hill, Census Tract 203.01, Block Group 1 and 3			
City of Taylor, Census Tracts 210.00 and 211.00			
Countywide			

Table 4 – Identify the geographic distribution and location of investments

Narrative

The percentage of funding per project is listed below:

Weir Community Center 16%

Taylor Water/Wastewater 23%

Granger Wastewater/Colorado Street 3%

Liberty Hill Sidewalk 12%

Hutto/Huttoparke Sidewalk 3%

Georgetown 17th Street Sidewalk 11%

Georgetown Housing Authority 15%

Taylor Dickey Givens Community Center 8%

Program Administration 5%

Williamson County does not allocate CDBG funds based on identified target areas. The County receives applications for funding from participating cities and local organizations for projects that fit within the County's priorities. Applications are reviewed by the Community Development Administrator who then makes a recommendation to Commissioners Court based on need and funding allocation. Commissioners Court reviews the recommendation and either approves or requests modifications.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Mathcing funds are not required in the CDBG program.

The following are leveraged funds per FY18 project:

City of Weir \$347,000

City of Taylor \$411,292

City of Granger \$11,000

City of Liberty Hill \$331,000

These funds are private, state or local funds.

Williamson County does not use publicly owned land or property to address identified needs. Williamson County does not receive HOME or ESG funds.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	165	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	165	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	3	1
Number of households supported through Rehab of Existing Units	158	0
Number of households supported through Acquisition of Existing Units	3	1
Total	164	2

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The Georgetown Housing Authority will modernization of 158 dwelling buildings, office/community building, management/maintenance buildings, gazebos and fences. Rehab of entries by removing deteriorated wood on fascia boards, trim, soffits, wood siding, wood fencing and paint exterior surfaces. Project to take place at the Georgetown Housing Authority Stonehaven location. Project is being planned with a 2019 funded sewer project for the property. Project is expected to begin early 2020.

The Williamson County Habitat for Humanity is currently in progress to produce three new units. One income qualified family purchased a CDBG Habitat home in 2019.

The Taylor Housing Authority has assisted one family with home ownership. The organization is working to identify additional income qualified families to assist.

Discuss how these outcomes will impact future annual action plans.

The County will continue to monitor projects to ensure timely expenditures of funds allocated. The nature of these projects creates the potential for delay. However, these are high priority projects needed throughout the County. Local organizations are reviewing ways to increase affordability to low-income families.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	1	0
Moderate-income	1	0
Total	2	0

Table 7 – Number of Households Served

Narrative Information

The Taylor Housing Authority assisted one white/Hispanic family that is low income with down payment assistance. Additional families are being identified to receive this assistance. However, identifying affordable properties and qualified families continues to be difficult. The County has adjusted the amount of assistance available per household to alleviate the cost burden.

One income qualified family purchased a CDBG Habitat home in 2019.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The County participated in the Central Texas Fair Housing consortium. The full report can be found at <http://centraltexasfairhousing.org/report/>.

The Georgetown Housing Authority rehabilitation project will repair approximately 158 units housing extremely low income households.

The County supports the efforts of the Balance of State Continuum of Care (CoC) to simplify and broaden outreach and assessment efforts for homeless persons in Williamson County. The Continuum works to create a better communication system for service providers to stay in contact with both schools and hospitals to avoid homeless persons (or those at risk of homelessness) from falling through the cracks of the system. As part of the annual point-in-time count, the CoC conducts outreach. Not only are homeless people counted, particularly unsheltered persons, but representatives from various agencies are available to answer questions and provide information about available resources.

The County continues to support local social service agencies, such as Capital Idea, San Gabriel Crisis Service Center, Bluebonnet Trails, MHMR and the Georgetown Project that provide a wide array of support services for homeless persons. Examples of support include, but are not limited to, employees serving as board members, collaboration during special projects, and public recognition of services provided.

Another organization addressing homelessness is the Georgetown Project. The Georgetown Project opened the NEST in 2011 as an outreach to Georgetown ISD teens in 9th-12th grade that were homeless or living in transition. The NEST Program now includes The NEST Host Home, an overnight safe haven for youth living in transition, and The NEST Empowerment Center, an after school safe haven for all Georgetown ISD high school teens who are in need of free resources.

The Georgetown Health Foundation awards grants to organizations that focus on sustaining and strengthening safety net services for children, youth, elders, and families who are low-income and/or have significant need. This includes sustain and enhance basic needs services, emergency financial assistance, housing, support emergency shelter initiatives for youth, and increase access to affordable, quality child care and out-of-school care.

Addressing the emergency shelter and transitional housing needs of homeless persons

The CDBG Program Administrator participates in the Williamson County Homeless Coalition. The coalition is made up of local organizations who assist the homeless. The group is meeting to discuss how better to address the homeless population in Williamson County.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Georgetown Housing Authority will utilize funding to rehabilitate approximately 158 existing units. The rehabilitation of these units allows the extremely low income households to remain housed, ultimately, preventing homelessness.

Williamson County has a community resources website that allows people to search online for needed resources such as health care, mental health services, housing, food, and other community resources. The Williamson County Community Resources website was designed to empower residents with information about resources in the Williamson County area so that they can connect with available services. Residents can go to www.wilco.org/communityresources and enter their zip code to search for services near their location. All searches are confidential.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The CDBG Program Administrator participates in the Williamson County Homeless Coalition. The coalition is made up of local organizations who assist the homeless. The group is meeting to discuss how better to address the homeless population in Williamson County.

The Balance of State CoC works to ensure that homeless individuals make the transition to permanent housing and independent living, is prioritizing safe and stable housing and making affordable housing options more accessible to homeless individuals. Many homeless that struggle to transition into permanent housing and independent living suffer from mental illness and substance addiction. Recent trends through the Homeless Prevention and Rapid Re-housing program and Housing First model prioritize placing homeless individuals and families in permanent housing quickly, and then linking them to supportive services in the community. Williamson County continues to support local organizations, such as the Georgetown Project to assist homeless youth with transitional and permanent housing. This

is done through Williamson County Juvenile Services.

Williamson Burnet County Oppotunities (WBCO) provides services such emergency assistance, headstart, case management to transition out of poverty, adult education program for job skills, and rapid re-housing program.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Williamson County's public housing authorities continue to seek additional funding to address public housing needs and apply for additional housing choice vouchers when available. Lack of funding is a barrier in addressing public housing needs and has created lengthy waiting lists and long waiting periods to be housed. Housing authorities continue to provide housing assistance and social service needs to residents and maintain efforts to implement more programs if funding allows.

The Georgetown Public Housing Authority manages Shady Oaks Apartments and Stonehaven Apartments. The Shady Oaks Apartments are Section 8 and offer 60 duplex apartments to qualified residents. The Stonehaven Apartments are public housing and offer 158 housing units to qualified residents. The Georgetown Housing Authority also manages a Section 8 (Housing Choice Voucher) program.

The Georgetown Housing Authority also provides a Family Self Sufficiency Program which is a HUD program that encourages communities to develop local strategies to help families obtain employment that will lead to economic independence and self-sufficiency. They work with welfare agencies, schools, businesses, and other local partners to develop a comprehensive program that gives participating FSS family members the skills and experience to assist them in obtaining employment that pays a living wage and hopefully, enable them to live without any form of public assistance.

The Taylor Housing Authority owns and manages the Mary Olson property and the Avery property. These properties are public housing facilities and offer 46 units and 70 units respectively. The Taylor Housing Authority also administers a Section 8 Housing Choice Voucher program that assists approximately 142 families. The Voucher program is a rental subsidy program where families choose where they want to live (based on certain stipulations) and the rental subsidy is paid to the landlord.

The Taylor Housing Authority was awarded \$100,000 in CDBG funds for their Home Ownership Program to assist income eligible families with purchasing a home. Two families have been assisted to date. The down payment assistance available to families was increased in an effort to make home purchases affordable to income qualified households.

The Granger Housing Authority operates and manages 26 units available to qualified residents.

Williamson County works with the Georgetown Housing Authority to conduct required reviews and approvals in order for the Housing Authority to receive federal funding. All Housing Authorities are invited to participate in the development of the annual action plan and the 5-year consolidated plan. The Williamson County CDBG office assists, as requested, the housing authorities with funding

options and any other needs.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Williamson County does not use CDBG funding directly to encourage public housing residents to become involved in management and to participate in homeownership activities. However, the County encourages the local public housing authorities to continue its current programs and collaborate with other agencies that assist with homeownership. The local Housing Authorities have Resident Commissions on their boards in an effort to encourage participation. Also, all documents requiring public review are provided to local housing authorities.

Actions taken to provide assistance to troubled PHAs

Georgetown Housing Authority, Round Rock Housing Authority, Taylor Housing Authority, and Granger Housing Authority are all standard performers and not considered troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Barriers to affordable housing can encompass a wide array of aspects, to include but not limited to banking, finance, and insurance industry regulations, socio-economic situations, neighborhood conditions, and public policy legislation and fair housing enforcement. The County will continue to work with nonprofit agencies in the community to remove or ameliorate the negative effects (if any) of public policies that serve as barriers to affordable housing.

Additionally, the County will continue to increase partnerships with local units of government to ensure equitable zoning practices as they relate to fair housing and the development of affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The major obstacle to meeting all of the identified needs is the lack of funding resources. Typically, applicant request amounts are much higher than the entitlement amount which further escalates the budgetary constraints in meeting the undeserved needs. However, the County continues to partner, when feasible, with other nonprofit organizations to leverage the County's CDBG allocation.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

To the greatest extent practicable, Williamson County works with local agencies to help eliminate the hazard of lead poisoning due to the presence of lead based paint. The County also disseminates information on lead based paint hazards to CDBG subrecipients who receive entitlement funds for housing activities where lead based paint may be an issue.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The County will continue to combat the number of poverty-level families by supporting incentives to attract, retain, and expand businesses, advocate for improved employment-affordable housing options and support organizations and programs that provide job training, education, and placement services.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Williamson County continues to work with various local agencies to ensure that services offered through entitlement grant programs receive maximum amounts of exposure and benefit. These programs are carried out through oversight by the Williamson County Community Development Administrator in which work will be conducted through the issuance of sub-recipient agreements.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

While Williamson County has limited resources to address the priorities identified, the County continues to seek partnerships and establish cooperative working relationships to leverage its annual CDBG allocations. This typically comes in the form of matching city funds (which are not required).

The County also participated in the Central Texas Fair Housing Assessment. The document can be found at <http://centraltexasfairhousing.org/report/>.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Central Texas Fair Housing Assessment was completed in 2019. Implementation of suggested actions will begin in the 2019 funding cycle.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Community Development Administrator uses monthly progress reports submitted by each project to identify any problems or potential problems. Contact with each project manager assists in ensuring that projects are progressing, following appropriate regulations and utilizing CDBG funds efficiently and effectively. The Community Development Administrator also conducts meetings and/or communicates via email and phone with project managers regarding specifics of projects.

The Community Development Administrator conducts desk monitorings of each project to ensure compliance and progression. Monitorings are ongoing as Williamson County requires all documents to support progress, payment, and reports to be submitted. If file documentation is not submitted, the County will not process payment to a project.

Meeting with representatives from the projects ensures that regulations are being followed. The Community Development Administrator provides HUD guidance, County forms, labor forms and Davis Bacon information, and information on how to access funds.

The Community Development Administrator works closely with the Williamson County Auditors office in an effort to ensure appropriate and accurate financial documents are submitted for payment and that funds are spent in a timely manner. The Community Development Administrator and Grants Accountant work closely to improve procedures and to make certain that current procedures are efficient and adequate. All documents submitted with draw requests are thoroughly examined by the Community Development Administrator to ensure funding is being expended on eligible expenses and that funds are being utilized efficiently. Signatures by the CDBG office, County Judge and the Auditor's office are required and identified on all payment requests.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

All notices are published in local newspapers to inform citizens of public comment periods and public meetings. A 15 day comment period, November 27-December 13, 2019, was provided during the CAPER process. Public meetings are held in conjunction with each phase of the CDBG program to allow for citizen input.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes have been made to the Williamson County CDBG program.

Williamson County does not have an existing Section 108 guaranteed loan program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes have been made to the Williamson County CDBG program.

Williamson County does not have an existing Section 108 guaranteed loan program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Attachment

FY18 Funded Projects

**FY18 Funded Projects
Community Development Block Grant**

City of Weir Community Center

Activity 86

Accomplishments: Engineering for this project is complete. Original bids came in over budget. Project will rebid December 19, 2019. Once a contract is awarded, the project will take approximately 5-6 months for completion.

FY17 \$315,000

FY18 \$292,700

CDBG Funds Utilized to Date: \$62,748

Census Tract 216.02 (Block Group 1)

Percent Low-Mod: 46.34%

Percent Minority: 25.3%

City of Taylor Water/Wastewater and Street Reconstruction

Activity 88

Accomplishments: Construction on West 3rd Street from Vance to Howard in Taylor, TX. 6732 square yards of recycled pavement (12" deep with cement), 6120 square yards of 2.5" HMA, 1355 linear feet of curb and gutter replacement, 340 linear feet of 8" wastewater main, 1750 linear feet of wastewater service lines with clean-outs at right of way, 2500 linear feet of 8" C900 water main, 1050 linear feet of water service lines 6 water valves and fittings, 3 wastewater manholes, 2840 linear feet of trench protection, 7 fire hydrants and associated appurtenances. Engineering is underway.

FY17 \$82,203

FY18 \$290,000

FY18 reallocated \$117,000

CDBG Funds Utilized to Date: \$0

Census Tract 211 (Block Groups 1 and 2) Census Tract 210 (Block Groups 1, 2 and 3)

Percent Low-Mod: 67.35%

Percent Minority: 211-57.49% 210-81.34%

Granger Wastewater/Colorado Street 2018

Activity 89

Accomplishments: Replacement of existing 8 inch clay wastewater line with new PVC wastewater line and associated manholes. Project to include the repair of asphalt streets and concrete sidewalks and will take place on Colorado Street south of FM917 to East Mesquite, Colorado Street north of FM971 to East Ash, east on East Ash Street to North Alligator Road, north on Mustang Street from East Ash Street to before East Walnut. Engineering for this project is complete. Construction funding will be requested in next grant cycle.

FY18 \$55,400

CDBG Funds Utilized to Date: \$0 (funding requests are being processed)

Census Tract 213 (Block Groups 2 and 3)

Percent Low-Mod: 50.50%

Percent Minority: 39.51%

City of Liberty Hill Sidewalk Project

Activity 90

Accomplishments: Construction of 2,600 linear feet of 4-foot sidewalk, 100 linear feet of 5-foot sidewalk, nine ramps, 16 driveway aprons, and 1,170 linear feet of drainage improvements. The streets to be addressed include Hickman Street, Church Street, Barton Drive, Grange Street, and Munro Street. Survey of service area has been completed and indicates the area is qualified to use CDBG funding. Engineering is complete. Easement acquisition is underway. Project is expected to bid in December 2019, contract awarded in January 2020, construction expected to take approximately four months.

FY16 \$26,000 (engineering only)

FY18 \$224,000

CDBG Funds Utilized to Date: \$0

Survey indicates area is 60% low-mod

Hutto/Huttoparke Sidewalk

Activity 91

Accomplishments: Installing approximately 512 linear feet of 5 foot sidewalks and .25 mile of 10 foot sidewalk along FM1660 from Sylvan Street to between Almquist Street and Brown Street and just south of Limmer Loop. Survey must be completed to verify percent low mod.

FY18 \$56,095

CDBG Funds Utilized to Date: \$0

Survey required to verify area low-mod eligibility

Georgetown 17th Street Sidewalk

Activity 84

Accomplishments: Approximately 1100 feet of 5 foot wide sidewalk, approximately 175 square yards of driveway approach, 8 curb ramps, 150 feet of crosswalk and two GoGeo (fixed route) bus shelters. Project is located on W. 17th Street from Railroad Ave to Forest Street in Georgetown, TX. Project was bid on September 10, 2019 and contract awarded on October 22, 2019. Construction expected to begin January 2020.

FY18 \$206,824

CDBG Funds Utilized to Date: \$8950

Census Tract 214.02 (Block Groups 3 and 4)

Percent Low-Mod: 93.59%

Percent Minority: 51.54%

Georgetown Housing Authority FY18

Activity 92

Accomplishments: Modernization of 158 dwelling buildings, office/community building, management/maintenance buildings, gazebos and fences. Rehab of entries by removing deteriorated wood on fascia boards, trim, soffits, wood siding, wood fencing and paint exterior surfaces. Project to take place at the Georgetown Housing Authority Stonehaven location. Project is being planned with a 2019 funded sewer project for the property. Project is expected to begin early 2020.

FY18 \$282,603

CDBG Funds Utilized to Date: \$0

Housing Authority Rehab 100% low-mod

Taylor Dickey Givens Community Center

Activity 93

Accomplishments: Construction of a 2175 square foot community center to include a kitchen, two ADA compliant restrooms, large meeting room with a stage and all project incidentals. The center will be located in Fannie Robinson Park at the corner of South Dolan Street and MLK Jr. Blvd in Taylor TX. Environmental review is underway. Project expected to begin in January 2020.

FY16 \$150,000

FY18 \$150,000 (reallocated from Bluebonnet Trails Project)

CDBG Funds Utilized to Date: \$0

Census Tract 210 and 211

Percent Low-Mod: 67.35%

Percent Minority: 210-81.34% 211-57.49%

Program Administration

Activity 87

FY18 \$91,912

CDBG Funds Utilized to Date: \$51,106.18

Previously Funded Projects

Previously Funded Projects

Taylor Housing Authority Home Ownership Program

Activity 79

Accomplishments: Down payment assistance was provided to one low income family in 2017 and one low income family in 2018. Homes are located in Taylor TX. Additional income qualified families and individuals are being identified.

FY16 \$100,000

CDBG Funds Utilized to Date: \$30,000

Percent Low-Mod: 100%

Percent Minority: White/Hispanic (both families)

City of Jarrell Water Improvements

Activity 81

Accomplishments: Project was amended on June 5, 2018 from a wastewater project to a water project. Updated project description is the extension of the 12" waterline that was installed in the 2012 CDBG funding cycle. Construction on North 5th Street (north of Avenue East), on East Avenue C from North 5th Street to North 10th Street, on North 10th Street from East Avenue C to West Avenue A, and on West Avenue A from North 10th Street to North 8th Street. This portion of the line is approximately 2000 feet. Project is complete. This is the final time this project will be reported in a CAPER.

FY17 \$215,850

CDBG Funds Utilized to Date: \$215,850

Census Tract 216.03 (Block Group 2)

Percent Low-Mod: 56%

Percent Minority: 25.3%

City of Granger Sewer Project

Activity 80

Accomplishments: Bid will open on December 19, 2019. Design and location decisions delayed the project. Engineering for the project is complete. Construction anticipated to begin in early 2019 and take approximately four months to complete.

FY17 \$294,350

CDBG Funds Utilized to Date: \$3150

Census Tract 213 (Block Groups 2 and 3)

Percent Low-Mod: 49.83%

Percent Minority: 39.51%

Interagency Support Council of Eastern Williamson County

Activity 83

Accomplishments: Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain the number of clients served. Program has assisted 20 new clients and provided 53 sessions.

FY17 \$25,000

CDBG Funds Utilized to Date: \$13,262.42

Percent Low-Mod: Limited Clientele

Percent Minority: 65% minority

Taylor Dickey Museum and Multipurpose Center

Activity 82

Accomplishments: Phase 1 of this project was completed on 5-9-2019 and included raising the existing house as required, construction of new concrete piers/foundation, repair of existing floor beams, setting house down on new foundation, replacing roof decking with plywood sheathing, replacing the edge metal, installing new felt, installing new 30 year composition shingles over the entire roof area. The project was funded an additional \$98,000 in 2019 to complete the project.

FY17 \$109,160

CDBG Funds Utilized to Date: \$105,259

Census Tract 212.03 (Block Group 1) Census Tract 210 (Block Groups 1 and 2) Census Tract 211 (Block Group 1)

Percent Low-Mod: 70.76%

Percent Minority: 212.03-37.08% 210-81.34% 211-57.49%

Williamson County Habitat for Humanity

Activity 85

Accomplishments: Family was selected on April 2, 2019. Panel build was in November 2019. On-site construction kick-off is scheduled for January 4, 2020.

Anticipated closing date in May 2020.

CDBG Funds Utilized: \$59,938.04

Income qualified household

Williamson County Habitat for Humanity

Activity 74

Accomplishments: Income qualified family has moved into one property at this location. The second property is scheduled to be completed December 2019. The third property is scheduled for construction Fall 2020.

CDBG Funds Utilized: \$48,137.32

Income qualified households

2018 CAPER Reports



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2018
WILLIAMSON COUNTY, TX

DATE: 11-25-19
TIME: 14:05
PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	1,835,583.35
02 ENTITLEMENT GRANT	1,414,580.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	3,250,163.35

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	508,423.51
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	508,423.51
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	177,375.47
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	685,798.98
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	2,564,364.37

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	508,423.51
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	508,423.51
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITTING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	13,526.42
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	11,373.58
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 + LINE 29 + LINE 30)	25,000.00
32 ENTITLEMENT GRANT	1,414,580.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,414,580.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	1.77%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	177,375.47
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	14,515.80
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	135,413.99
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 + LINE 39 + LINE 40)	56,577.29
42 ENTITLEMENT GRANT	1,414,580.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,414,580.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	4.00%



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Program Year 2018

WILLIAMSON COUNTY, TX

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2014	8	74	6244522	Habitat for Humanity Land Acquisition 1207 and 1305 Fink Street	01	LMI	\$160.00
2014	8	74	6254705	Habitat for Humanity Land Acquisition 1207 and 1305 Fink Street	01	LMI	\$42.05
2014	8	85	6291349	Habitat for Humanity Land Acquisition 1306 Marshall Taylor TX	01	LMI	\$55,936.04
					01	Matrix Code	\$60,140.09
2017	1	86	6291349	Weir Community Center FY17 and FY18	03E	LMA	\$25,398.00
2017	1	86	6302303	Weir Community Center FY17 and FY18	03F	LMA	\$2,988.00
2017	1	86	6314556	Weir Community Center FY17 and FY18	03E	LMA	\$34,362.00
2017	3	92	6235203	Taylor Dickey Museum/Multipurpose Center	03C	LMA	\$54,946.00
2017	3	87	6254705	Taylor Dickey Museum/Multipurpose Center	03F	LMA	\$50,313.00
					03E	Matrix Code	\$168,007.00
2017	2	81	6218120	Jarrell Water Improvements 2017	03J	LMA	\$11,700.00
2017	2	81	6226375	Jarrell Water Improvements 2017	03J	LMA	\$7,400.00
2017	2	81	6235203	Jarrell Water Improvements 2017	03J	LMA	\$3,700.00
2017	2	81	6263951	Jarrell Water Improvements 2017	03J	LMA	\$1,820.00
2017	2	81	6271207	Jarrell Water Improvements 2017	03J	LMA	\$171,354.56
2017	2	81	6282022	Jarrell Water Improvements 2017	03J	LMA	\$12,692.98
2017	2	81	6302303	Jarrell Water Improvements 2017	03J	LMA	\$332.46
2017	4	80	6218120	FY17 Granger Sewer Project	03J	LMA	\$11,250.00
2017	4	80	6226375	FY17 Granger Sewer Project	03J	LMA	\$9,000.00
2017	4	80	6235203	FY17 Granger Sewer Project	03J	LMA	\$9,000.00
					03J	Matrix Code	\$237,700.00
2018	4	84	6282022	Georgetown FY18 Sidewalk Project	03L	LMA	\$1,250.00
2018	4	84	6291349	Georgetown FY18 Sidewalk Project	03L	LMA	\$7,700.00
					03L	Matrix Code	\$8,950.00
2017	6	83	6235203	Interagency Support Council	050	LMC	\$4,518.67
2017	6	83	6244522	Interagency Support Council	050	LMC	\$1,163.70
2017	6	83	6254705	Interagency Support Council	050	LMC	\$1,315.87
2017	6	83	6263951	Interagency Support Council	050	LMC	\$1,726.81
2017	6	83	6271207	Interagency Support Council	050	LMC	\$1,734.77
2017	6	83	6282022	Interagency Support Council	050	LMC	\$1,790.39
2017	6	83	6291349	Interagency Support Council	050	LMC	\$1,371.26
					050	Matrix Code	\$13,626.42
2016	3	79	6314556	Taylor Housing Authority Home Ownership Program	13B	LMI	\$20,000.00
					13B	Matrix Code	\$20,000.00
Total							\$508,423.51

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	6	83	6235203	Interagency Support Council	050	LMC	\$4,518.67
2017	6	83	6244522	Interagency Support Council	050	LMC	\$1,163.70
2017	6	83	6254705	Interagency Support Council	050	LMC	\$1,315.87
2017	6	83	6263951	Interagency Support Council	050	LMC	\$1,726.81



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WILLIAMSON COUNTY, TX

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	6	83	6271207	Interagency Support Council	050	LMC	\$1,734.72
2017	6	83	6282022	Interagency Support Council	050	LMC	\$1,785.39
2017	6	83	6281319	Interagency Support Council	050	LMC	\$1,371.26
Total					050	Matrix Code	\$13,626.42
							\$13,626.42

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	7	87	6291340	Program Administration 2018	20		\$12,576.46
2017	7	87	6302393	Program Administration 2018	20		\$14,769.23
2017	7	87	6314555	Program Administration 2018	20		\$14,615.80
					20	Matrix Code	\$41,961.48
2017	7	78	6218120	Program Administration 2017	21A		\$28,977.18
2017	7	78	6226376	Program Administration 2017	21A		\$10,210.36
2017	7	78	6235203	Program Administration 2017	21A		\$9,562.49
2017	7	78	6244521	Program Administration 2017	21A		\$8,712.60
2017	7	78	6254705	Program Administration 2017	21A		\$14,079.22
2017	7	78	6263951	Program Administration 2017	21A		\$12,094.74
2017	7	78	6271207	Program Administration 2017	21A		\$8,705.48
2017	7	78	6282022	Program Administration 2017	21A		\$8,755.48
2017	7	78	6291349	Program Administration 2017	21A		\$35,915.04
Total					21A	Matrix Code	\$135,413.99
							\$177,375.47



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PGM Year: 2014
Project: 0008 - Habitat for Humanity of Williamson County
IDIS Activity: 74 - Habitat for Humanity Land Acquisition 1207 and 1305 Frink Street
Status: Open
Location: 2108 N Austin Ave Georgetown, TX 78626-4511
Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Acquisition of Real Property (01)
National Objective: LMH

Initial Funding Date: 08/01/2017

Description:

Land acquisition of property located at 1207 Frink Street and 1305 Frink Street in Taylor TX.
For the purpose of building affordable housing.

Financing

Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Into Program Year
CDBG	EN	Pre-2015	\$39,380.56	\$0.00	\$0.00
		2014		\$202.05	\$39,380.56
Total	Total		\$39,380.56	\$202.05	\$39,380.56

Proposed Accomplishments

Housing Units : 2

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0

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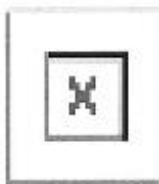


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Female-headed Households:				0	0	0
Income Category:						
Extremely Low						
Low Mod						
Moderate						
Non Low Moderate						
Total				0	0	0
Percent Low/Mod				0	0	0

Annual Accomplishments		# Benefiting	
Years	Accomplishment Narrative		
2016	Habitat will conduct future homeowner selection process March-June 2018 Building is anticipated to begin in late fall/early winter 2018 on both houses with houses being sold to families in June 2019.		
2017	Purchase of property at 1207 and 1305 Frink Street in Taylor TX. Property at 1207 was subdivided into two lots (1205 and 1207). A duplex will be built on 1205 Frink. Anticipated start date for 1205 Frink is July 2018 and for 1207 Frink is September 2018. Construction to begin on 1305 Frink in December 2018.		



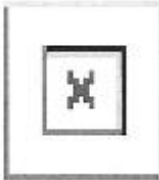
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Extremely Low	0	0	0
Low Mod	0	0	0
Moderate	0	0	0
Non Low Moderate	0	0	0
Total	0	0	0
Percent Low/Mod			

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2016

Project: 0003 - Taylor Housing Authority Home Ownership Program

IDIS Activity: 79 - Taylor Housing Authority Home Ownership Program

Status: Open

Location: 311 E 7th St Apt C Taylor, TX 76574-3222

Objective: Provide decent affordable housing

Outcome: Affordability

Matrix Code: Homeownership Assistance-excluding
Housing Counseling under 24 CFR
5.100 (13B)

National Objective: LMH

Initial Funding Date: 02/07/2018

Description:

Program will provide pre and post purchase counseling and homebuyer assistance to income qualified individuals and families.

Financing

Fund Type	Grant Year	Grant	Funded Amount	Drawn in Program Year	Drawn thru Program Year
CDBG	EN	2016	B16UC480502	\$100,000.00	\$30,000.00
Total			\$100,000.00	\$20,000.00	\$30,000.00

Proposed Accomplishments

Households (General) : 10

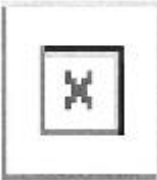
Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	1	1	0	0	1	1	0	0
Female-headed Households:	0	0	0	0	0	0	0	0

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Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod:	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Down payment assistance was provided to low income family. Home located at 315 Lizzie Street, Taylor TX.	
2018	Down payment assistance was provided to low income family. Home located at 168 Belham Loop, Taylor TX.	



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PGM Year: 2017
Project: 0004 - City of Granger Sewer Project
IDIS Activity: 80 - FY17 Granger Sewer Project
Status: Open
Location: PO Box 367 Granger, TX 76530-0367

Objectives: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Water/Sewer Improvements (03.U)

National Objective: LMA

Initial Funding Date: 11/14/2018

Description:

Replacement of existing lift station located on Roswell Avenue with a prepackaged lift station.
Project will include replacement of forcemain and gravity line relocation, and associated project incidentals.

Financing

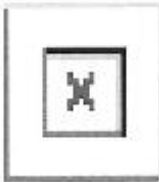
	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B-7-JC482502	\$294,350.00	\$29,250.00	\$31,500.00
Total	Total			\$294,350.00	\$29,250.00	\$31,500.00

Proposed Accomplishments

People (General) : 1,245
Total Population in Service Area: 1,485
Census Tract Percent Low / Mod: 45.83

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	The project will be advertised in December 2018, will go for bid in January 2019 and will take approximately six months to complete.	
2018	Bid will open on December 19, 2019. Design and location decisions delayed the project. Engineering for the project is complete. Construction anticipated to begin in early 2019 and take approximately four months to complete.	



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PGM Year: 2017
Project: 0002 - City of Jarrell Water Improvements
IDIS Activity: 81 - Jarrell Water Improvements 2017
Status: Open
Location: 161 Town Center Blvd Jarrell, TX 76037-4003
Objective: Create suitable living environments
Outcome: Availability/accessibility
Mark Code: Water/Sewer Improvements (WSJ)
National Objective: LMA

Initial Funding Date: 11/14/2018

Description:

Extension of the 12" waterline that was installed in the 2012 CDBG funding cycle. Construction would be on North 5th Street (north of Avenue East), on East Avenue C from North 5th Street to North 10th Street, on North 10th Street from East Avenue C to West Avenue A, and on West Avenue A from North 10th Street to North 8th Street. This portion of the line will be approximately 2000 feet.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17UC480522	\$215,850.00	\$208,450.00	\$215,850.00
Total	Total			\$215,850.00	\$208,450.00	\$215,850.00

Proposed Accomplishments

People (General): 1,000
Total Population in Service Area: 1,000
Census Tract Percent Low / Mod: 96.00

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2017	Engineering is under-way. Project was amended on June 5, 2018 from a wastewater project to a water project.	



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PGM Year: 2017
Project: 0003 - Taylor Dickey Museum and Multipurpose Center
IDIS Activity: 82 - Taylor Dickey Museum Multipurpose Center
Status: Open
Localit: 500 Burkett Street Taylor, TX 78574

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Neighborhood Facilities (NFE)

National Objective: LMA

Initial Funding Date: 02/12/2019

Description:

Rehabilitation of the Dr. James Lee Dickey House located at 500 Burkett Street in Taylor, TX. Project includes, but is not limited to, building and foundation repairs, asbestos and lead paint testing and abatement, air testing, concrete walks and ramps.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Into Program Year
CDBG	EN	2017	317UC480502	\$108,160.00	\$105,259.00	\$105,259.00
Total				\$108,160.00	\$105,259.00	\$105,259.00

Proposed Accomplishments

Public Facilities : 4.755
Total Population in Service Area: 4,755
Census Tract Percent Low / Mod: 70.77

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Phase 1 of this project was completed on 5-9-2019 and included raising the existing house as required, construction of new concrete pier/foundation, repair of existing floor beams, setting house down on new foundation, replacing roof decking with plywood sheathing, replacing the edge metal, installing new felt, installing new 30 year composition shingles over the entire roof area.	



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PGM Year: 2017
Project: 0006 - Interagency Support Council of Eastern Williamson County
IDIS Activity: 83 - Interagency Support Council
Status: Open
Location: PO Box 5 Taylor, TX 76574-0005
Objective: Create suitable living environments
Outcomes: Availability/Accessibility
Matrix Code: Mental Health Services (050)
National Objective: LMC

Initial Funding Date: 02/12/2019

Description:

Provide individual and group therapy, small and large group presentations, crisis intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County.
Funding will allow the program to maintain the number of clients served.

Financing

Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17UC480502	\$25,000.00	\$13,626.42
Total				\$25,000.00	\$13,626.42

Proposed Accomplishments

People (General) : 20

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	17	10
Black/African American:	0	0	0	0	0	0	1	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/Mexican American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	2	2
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	20	12

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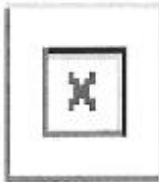
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Female-headed Households:

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	10
Moderate	0	0	0	10
Non Low Moderate	0	0	0	0
Total	0	0	0	20
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2018	Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain the number of clients served. Program has assisted 20 clients and provided 53 sessions.	



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PGM Year: 2018
Project: 0004 - Georgetown 17th Street Sidewalk
IDIS Activity: 84 - Georgetown FY18 Sidewalk Project
Status: Open
Location: 408 W 8th St Georgetown, TX 78626-5503

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)

National Objective: LMA

Initial Funding Date: 07/02/2019

Description:

Approximately 1100 feet of 5 foot wide sidewalk, approximately 175 square yards and driveway approach, 8 curb ramps, 150 feet of crosswalk and two GoGeo (fixed route) bus shelters. Project is located on W. 17th Street from Railroad Ave to Forest Street in Georgetown, TX.

Financing

Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	2018	B18UC480502	\$206,824.00	\$8,950.00	\$8,950.00
Total			\$206,824.00	\$8,950.00	\$8,950.00

Proposed Accomplishments

People (General) : 1,795
Total Population in Service Area: 1,795
Census Tract Percent Low / Mod: 93.59

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2018	Project was bid on September 10, 2018 and contract awarded on October 22, 2018. Construction expected to begin January 2020.	



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PGM Year: 2014
Project: 0008 - Habitat for Humanity of Williamson County
IDIS Activity: 85 - Habitat for Humanity Land Acquisition 1306 Marshall Street TX
Status: Open
Location: Address Suppressed
Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Acquisition of Real Property (01)
National Objective: LMIH

Initial Funding Date: 07/31/2019

Description:

Land acquisition of property located at 1306 Marshall Street in Taylor TX.
For the purpose of building affordable housing.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$59,938.04	\$0.00	\$0.00
		2014	B14UC48052		\$59,938.04	\$59,938.04
Total	Total			\$59,938.04	\$59,938.04	\$59,938.04

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0

PR03 - WILLIAMSON COUNTY

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U.S. Department of Housing and Urban Development
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Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
WILLIAMSON COUNTY

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Ferris: Headset: Households:	0	0	0	0
Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
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CDBG Activity Summary Report (GPR) for Program Year 2018
WILLIAMSON COUNTY

Date: 25-Nov-2019
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PGM Year: 2017
Project: 0001 - City of Weir Community Center
IDIS Activity: 86 - Weir Community Center FY17 and FY18

Status: Open
Location: 375 FM 1105 Weir, TX 76674
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Neighborhood Facilities (NFE)
National Objective: LHA

Initial Funding Date: 07/13/2019

Description:

Construction of a 4,000 square foot community center with ADA restroom facilities, ADA parking and sidewalk access.
The project is located in Weir, TX

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	317UC480502	\$300,000.00	\$0.00	\$0.00
		2018	318UC480502	\$292,748.00	\$62,748.00	\$62,748.00
Total	Total			\$592,700.00	\$62,748.00	\$62,748.00

Proposed Accomplishments

Public Facilities : 1
Total Population in Service Area: 1,500
Census Tract Percent Low / Mod: 56.92

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Engineering for this project is complete. Original bids came in over budget. Project will rebid December 19, 2019. Once a contract is awarded, the project will take approximately 5-6 months for completion.	



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PGM Year: 2017
Project: 0007 - Program Administration
IDIS Activity: 87 - Program Administration 2018
Status: Open
Location:

Objective:
Outcome:
Matrix Code: Planning (20)
National Objective:

Initial Funding Date: 07/31/2019

Description:
Program Administration
Financing

Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	Pre-2015		\$91,912.00	\$0.00	\$0.00
	2014	B14UC480502		\$41,961.48	\$41,961.48
Total			\$91,912.00	\$41,961.48	\$41,961.48

Proposed Accomplishments
Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:					0			

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Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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Total Funded Amount:	\$1,991,754.60
Total Drawn Thru Program Year:	\$865,853.50
Total Drawn In Program Year:	\$685,798.98

IDIS - PR09

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Program Income Details by Fiscal Year and Program
WILLIAMSON COUNTY, TX

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Report for Program:CDBG

*Data Only Provided for Time Period Queried:01-01-1900 to 11-25-2019

Program Year	Program	Associated Grant Number	Fund Type	Estimated Income for Year	Transaction	Voucher #	Voucher Created	Voucher Type	IDIS Proj. ID	IDIS Actv. ID	Matrix Code	Received/Drawn Amount
2015	CDBG	B15UC480502	PI	0.00	RECEIPTS	5180779001	12-03-15		6	35	01	27,500.00
					DRAWS	5873655003	12-03-15	PY	2	60	030	27,500.00
											PI Receipts	27,500.00
											PI Draws	27,500.00
											PI Balance	0.00
2015	CDBG										Total CDBG Receipts*:	27,500.00
											Total CDBG Draws against Receipts*:	27,500.00
											Total CDBG Receipt Fund Balance*:	0.00

2015 CDBG



WILLIAMSON COUNTY

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Acquisition	Acquisition of Real Property (01)	2	\$60,140.09	0	\$0.00	2	\$60,140.09
	Total Acquisition	2	\$60,140.09	0	\$0.00	2	\$60,140.09
Housing	Homeownership Assistance-excluding Housing Counseling under 24 CFR 5.100 (1.3E)	1	\$20,000.00	0	\$0.00	1	\$20,000.00
	Total Housing	1	\$20,000.00	0	\$0.00	1	\$20,000.00
Public Facilities and Improvements	Neighborhood Facilities (03E)	2	\$168,007.00	0	\$0.00	2	\$168,007.00
	Water/Sewer Improvements (03J)	2	\$237,700.00	0	\$0.00	2	\$237,700.00
	Sidewalks (03L)	1	\$8,950.00	0	\$0.00	1	\$8,950.00
	Total Public Facilities and Improvements	5	\$414,657.00	0	\$0.00	5	\$414,657.00
Public Services	Mental Health Services (050)	1	\$13,626.42	0	\$0.00	1	\$13,626.42
	Total Public Services	1	\$13,626.42	0	\$0.00	1	\$13,626.42
General Administration and Planning	Planning (20)	1	\$41,961.48	0	\$0.00	1	\$41,961.48
	General Program Administration (21A)	1	\$135,413.99	0	\$0.00	1	\$135,413.99
	Total General Administration and Planning	2	\$177,375.47	0	\$0.00	2	\$177,375.47
Grand Total		11	\$685,798.98	0	\$0.00	11	\$685,798.98



U.S. Department of Housing and Urban Development
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Integrated Disbursement and Information System
CDBG Summary of Accomplishments
Program Year: 2018

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WILLIAMSON COUNTY

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Acquisition	Acquisition of Real Property (01)	Housing Units	0	0	0
Housing	Total Acquisition		0	0	0
	Homeownership Assistance-excluding Housing Counseling under 24 CFR 5.100 (13B)	Households	2	0	2
	Total Housing		2	0	2
Public Facilities and Improvements	Neighborhood Facilities (03E)	Public Facilities	6,345	0	6,345
	Water/Sewer Improvements (03I)	Persons	3,990	0	3,990
	Sidewalks (03L)	Persons	1,795	0	1,795
	Total Public Facilities and Improvements		12,130	0	12,130
Public Services	Mental Health Services (05O)	Persons	20	0	20
	Total Public Services		20	0	20
Grand Total			12,152	0	12,152



U.S. Department of Housing and Urban Development
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WILLIAMSON COUNTY

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Housing	White	0	0	2	1
	Total Housing	0	0	2	1
Non Housing	White	17	10	0	0
	Black/African American	1	0	0	0
	Other multi-racial	2	2	0	0
	Total Non Housing	20	12	0	0
Grand Total	White	17	10	2	1
	Black/African American	1	0	0	0
	Other multi-racial	2	2	0	0
	Total Grand Total	20	12	2	1



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
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Program Year: 2018

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WILLIAMSON COUNTY

CDBG Beneficiaries by Income Category

Income Levels		Owner Occupied	Renter Occupied	Persons
Housing	Extremely Low (<=30%)	0	0	0
	Low (>30% and <=50%)	1	0	0
	Mod (>50% and <=80%)	0	0	0
	Total Low-Mid	1	0	0
	Non Low-Mid (>80%)	0	0	0
	Total Beneficiaries	1	0	0
	Extremely Low (<=30%)	0	0	0
	Low (>30% and <=50%)	0	0	10
	Mod (>50% and <=80%)	0	0	10
	Total Low-Mid	0	0	20
Non Housing	Non Low-Mid (>80%)	0	0	0
	Total Beneficiaries	0	0	20

2018 CAPER Publication

*Williamson County [RE]
710 Main Street
Georgetown, TX 78626
512-943-3757*

NOTICE OF PUBLIC POSTING AND PUBLIC HEARING FOR WILLIAMSON COUNTY/HUD CDBG GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Williamson County was awarded a Community Development Block Grant (CDBG) FY18 (October 2018-September 2019) funding allocation and reallocation of \$1,766,534.95 to successfully support community development and affordable housing efforts for low and moderate income areas throughout the County.

A public hearing will be held by the Williamson County CDBG office on Tuesday, December 10, 2019 at 5:00pm at the Williamson County Courthouse located at 710 Main Street, Georgetown, TX 78626. The purpose of the hearing is to receive public comments concerning the 2018 CAPER. Please use the 8th Street (south) entrance to the Courthouse.

In accordance with HUD regulations, the County encourages public participation to review and comment on the CAPER. Direct written comments by December 13, 2019 to the following address:

Honorable Bill Gravell, County Judge
710 Main Street

Georgetown, TX 78626

The report will be available for review from November 27, 2019 – December 13, 2019 at the following locations:

Williamson County Courthouse and Website at www.wilco.org

Georgetown Housing Authority

Jarrell City Hall

Granger City Hall

Granger Housing Authority

Taylor City Hall

Taylor Housing Authority

Cedar Park City Hall

Georgetown City Hall

Leander City Hall

Liberty Hill City Hall

Weir City Hall

Coupland City Hall

Hutto City Hall

Comments received on or before the December 13, 2019 deadline will be considered for inclusion in the final report.

Williamson County also offers, to all non-speaking English persons and upon written request, translated versions of all public documents and public hearing notices. Non-English speaking persons who desire translated public documents or public notices should formally request these items from the Williamson County CDBG Office during normal business hours.

Reasonable accommodations for people with disabilities and for non-English speaking populations will be made upon request and as appropriate. Call 512-943-3757 or write to the address below to request information, documents, records or accommodations.

Williamson County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-943-3757 (voice) or Relay Texas at 1-800-735-2989 (TDD) for assistance.

Bill Gravell, County Judge

*Condado de Williamson [RE]
710 Main Street
Georgetown , TX 78626
512-943-3757*

AVISO DE LA FIJACIÓN PÚBLICA Y AUDIENCIA PÚBLICA PARA
WILLIAMSON COUNTY / HUD CDBG GRANT
RENDIMIENTO ANUAL CONSOLIDADO Y INFORME DE EVALUACIÓN
(CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT-
CAPER)

El Condado de Williamson recibió una Subvención del Bloque para el Desarrollo Comunitario (Community Development Block Grant (CDBG), FY18 (octubre 2018 a septiembre 2019) la asignación y reasignación de fondos de 1,766,534.95 dólares para sostener exitosamente el desarrollo de la comunidad y esfuerzos de vivienda razonable para áreas bajas y de ingresos moderados a través del Condado.

Una audiencia pública se llevará a cabo por la oficina de CDBG del Condado de Williamson el martes, 10 de diciembre 2019 a las 5:00 pm en el Palacio de Justicia del Condado de Williamson ubicado en 710 Main Street, Georgetown, TX 78626 . El propósito de la audiencia es para recibir los comentarios del público acerca de CAPER 2017. Por favor, use la entrada Calle Ocho (8th Street) (al sur) del Palacio de Justicia.

De conformidad con las regulaciones de HUD, el Condado fomenta la participación del público a revisar y comentar sobre el CAPER. Enviar los comentarios por escrito en o antes del 13 de diciembre 2019 a la siguiente dirección:

Honorable Bill Gravell, Juez del Condado
710 Main Street
Georgetown , TX 78626

El informe estará disponible para la revisión del 27 noviembre 2019 hasta 13 diciembre 2019 en los siguientes lugares:

Williamson County Courthouse y Sitio Web en www.wilco.org
Georgetown Housing Authority (Autoridad de Vivienda)
Jarrell City Hall
Granger City Hall
Granger Housing Authority
Taylor City Hall

Taylor Housing Authority
Cedar Park City Hall
Georgetown City Hall
Leander City Hall
Liberty Hill City Hall
Weir City Hall
Coupland City Hall
Hutto City Hall

Los comentarios recibidos en o antes del 13 de diciembre 2019 serán consideradas para su inclusión en el informe final.

El Condado de Williamson también ofrece, a todas las personas que no hablen inglés y previa solicitud por escrito, versiones traducidas de todos los documentos públicos y avisos de audiencia pública. Las personas que no hablen inglés que deseen documentos públicos traducidos o avisos públicos deben solicitar estos artículos formalmente en la Oficina de CDBG del Condado de Williamson durante el horario comercial normal.

Se realizarán adaptaciones razonables para personas con discapacidades y para poblaciones que no hablen inglés a pedido y según corresponda. Llame al 512-943-3757 o escriba a la dirección a continuación para solicitar información, documentos, registros o adaptaciones.

El Condado de Williamson se compromete al cumplimiento de la Ley de Americanos con Discapacidades (ADA) y la Sección 504 del Acta de Rehabilitación de 1973, según enmendada. Modificaciones razonables e igual acceso a comunicaciones se puede proporcionar a petición. Por favor llame a 512-943-3757 (voz) o Relay Texas al 1-800-735-2989 (TDD) para obtener ayuda.

Bill Gravell, Juez del Condado

Commissioners Court - Regular Session**58.****Meeting Date:** 12/17/2019

Salary Study 2B

Submitted For: Rebecca Clemons**Submitted By:** Rebecca Clemons, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Hear a presentation and take appropriate action on salary study recommendations for Cycle 2B.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments2bpresentation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 08:23 AM

Started On: 12/12/2019 08:16 AM



SALARY STUDY 2B

RESULTS OVERVIEW

→ Total number of positions & classifications reviewed:

- 148 positions
- 58 classifications

→ Total number of classifications after the study:

- 21

→ Total number of positions with grade change:

- 115

FISCAL IMPACT

→ Total impact

- \$38,820
- \$32,448 Tax Office

→ Total with fringe

- \$47,431



CAREER LADDER & JOB FAMILY DISCUSSION

CAREER LADDER



→ The progression from entry level positions to higher levels of pay, skill, responsibility, or authority. Can be automatic or budget constrained.



JOB FAMILY

→ A series of related job titles with progressively higher levels of impact, knowledge, skills, and abilities.

Commissioners Court - Regular Session**59.****Meeting Date:** 12/17/2019

Family Reunification Project

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

Information**Agenda Item**

Hear presentation on the Family Reunification Project and discuss, consider and take appropriate action on request to apply for grant funding through the Office of Governor.

Background

Approximately 70% of children will be returned to their parents after foster care. However, over 50% of these children will return to CPS custody over a 5-year period. This project will improve the outcome for children and families and reduce the recidivism rate of repeat cases with a non-adversarial, phased approach to recovery that uses community collaborative resources. The change from the traditional system will occur by increasing the days of in-patient treatment, addressing need for family counseling for therapeutic needs and providing coaching and community connections to resources. With collaborative partners and staffing of cases and participants progress, warm hand offs can take place that ensure streamlined and efficient services are provided.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsBudget Office Questions

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 09:37 AM

Started On: 12/12/2019 09:14 AM

Grant Title/Project Name:	Family Reunification Project
Department:	District Courts
Requestor:	Kathy Pierce
Contact Email:	kpierce@wilco.org
Contact Phone Number:	512-260-6514
Start Date:	9/1/2020
End Date:	8/31/2021
Please select request category:	Personnel, Service
Describe the purpose of the grant in detail to include all requirements.	<p>Approximately 70% of children will be returned to their parents after foster care. However, over 50% of these children will return to CPS custody over a 5-year period. Judge Larson and Judge Lambeth would like to request grant funding through the Office of the Governor to improve these numbers. They are requesting ability to request grant funding for a specialty court program, which would reduce recidivism of individuals involved in CPS removal cases, decrease the amount of time that children spend in substitute care and improve positive outcomes for participating families. Many of the families involved in CPS cases have substance abuse problems. Currently, the State will only provides 28 days of inpatient substance abuse treatment and no aftercare, therapeutic intervention or family coaching. The grant application will ask to use evidence and best practices in a non-advisarial, collaborative phased program that will increase the days of inpatient treatment to 60 days in Phase I. During Phase II, families will receive therapeutic interventions and during Phase III, services will be provided to transition the child back into a more healthy living environment with family coaches and connection to community supports. Partners in the project will be:</p> <ul style="list-style-type: none"> • District and County Courts • Williamson County Attorney's Office • Texas Department of Family Protective Services (CPS) • Cenikor Austin • Starry • Fostering Hope Austin • CASA of Williamson County • Attorney Ad Litens <p>Grant funds requested will include a 50% of a Court Coordinator position (with the other 50%) of the position being requested in another Office of Governor grant request for a Felony MH docket, start-up costs for the position, healthy home coaching program materials and additional in-patient substance abuse treatment. Data will be collected to demonstrate effectiveness of the project and model documentation and development of will be completed.</p>
Select the type of grant your department is applying for:	State
What is the amount of the grant?	\$165,000.00
Please provide a breakdown of the total cost above.	<ul style="list-style-type: none"> • Court Coordinator (50%) \$47,819 salary, FICA (7.65%) \$3,658, Workers Comp \$100, Retirement (14.03%) \$6,710, County Insurance \$9,132 - Total \$67,418 - 50% = \$33,709. • In-patient treatment (day rate to be negotiated) appx. \$175/day x 30 additional days = \$5,250/person x 20 individuals = \$105,000. • SCRAMS - alcohol monitoring - \$2,400. • ETG - Alcohol testing - \$750. • Drug test kits (5 and 15 panel) - \$500 • Training - \$5,000 • DIMS cloud-based case management license - \$1,800 • Computer and office supplies - \$1,500 • Desk and office furniture - \$2,000 • Home Coaching program materials - \$12,000
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 available for use?	None similar
How is this item request different from any similar assets currently in the County and/or region?	New project. Nothing similar.
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	Continue with the traditional CPS system that is not as effective and can have adverse impacts to children.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	50% of Court Coordinator position
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	This position will be split with the new MH Felony docket.
Where will the item be stored?	n/a
What is the useful life of the item?	n/a
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?	No
Will this item require any form of licensing?	Yes
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	No.
How will this item be funded when the grant ends?	Typically, Office of the Governor grants have continued for approximately 10 years, if the program is demonstrating effectiveness.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	Entirely grant funded.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	None.
What is the cost and frequency to maintain/update the additional equipment?	n/a
What is the impact of this grant application on other internal/county departments?	County Attorney is already doing CPS cases. IT has already implemented DIMS case management software in another specialty court and knows the process. It will not create a burden.
If yes, what is the estimate of that license fee?	\$1,800
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
ID	35
Version	1.0
Attachments	False
Created	12/12/2019 9:08 AM
Created By	Kathy Pierce
Modified	12/12/2019 9:08 AM
Modified By	Kathy Pierce

Commissioners Court - Regular Session**60.****Meeting Date:** 12/17/2019

Arnold Foundation Grant

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

Information**Agenda Item**

Discuss, consider and take appropriate action on responding to a Request for Applications from The Center for Effective Public Policy for assistance with implementing the Arnold Ventures pre-trial assessment tool and to receive assistance as a Learning Site.

Background

The Commissioners Court approved the creation of a Pre-trial Department and provided funding during the budget process. Part of a Pre-trial program requires the implementation of an assessment of accused. The Arnold Ventures assessment tool is demonstrated as best practice in this area. A grant is available to assist with implementation of the assessment into the new Pre-trial Department. There is no match required and the assessment tool is received at no cost.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsRFABudget Office Questions Form

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 10:12 AM

Started On: 12/12/2019 09:46 AM

Request for Applications

APPR Learning Sites

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Introduction

Advancing Pretrial Policy and Research (APPR) is an initiative dedicated to achieving fair, just, effective pretrial practices, every day throughout the nation. APPR is supported by Arnold Ventures (AV) and is a project of the National Partnership for Pretrial Justice.

Through this Request for Applications (RFA), APPR is seeking jurisdictions to participate in a 12-month pilot project and serve as **APPR Learning Sites**.

This innovative program provides technical assistance, peer support, and robust online learning resources to local jurisdictions interested in improving their pretrial practices and implementing the Public Safety Assessment (PSA). Selected sites will receive:

- limited on- and off-site technical assistance (TA) from peer consultants over the 12-month project period (approximately 60 hours of remote assistance from a lead TA provider, additional hours from peer practitioners as needed, and one on-site visit);
- access to a comprehensive online pretrial learning platform, which will house materials and resources to guide the sites through a reconsideration of their pretrial policies and practices and the implementation of the PSA; and
- membership in a broader national learning community of jurisdictions engaged in pretrial improvements and use of the PSA.

It is expected that, by the end of the 12-month pilot project period, each **APPR Learning Site** will have:

- a sustainable, high-functioning, collaborative team that brings a data-driven approach to their system of pretrial justice;
- implemented the PSA and put in place a process to ensure fidelity and ongoing performance measurement;
- begun to achieve their identified goals, such as maximizing pretrial release, maximizing community safety, maximizing pretrial court appearance, and maximizing equity; and
- positioned themselves to continue their work together, addressing additional, local-identified pretrial improvements.

This opportunity is open to applicants from county or municipal governments. The application can come from any agency or coordinating body within those governments. Applicants are expected to demonstrate a strong commitment to enhancing the fairness and efficiency of their pretrial process as well as improving their community's pretrial outcomes. Identified policy team members must be ready to actively engage in the project's activities; willing to use

technology (i.e., the online learning platform); and ready to serve as a pilot site, providing feedback to APPR about the ways in which the TA model can be improved.

About APPR

APPR was launched in early 2019. Supported by Arnold Ventures, APPR works with criminal justice professionals and other leaders in their jurisdictions to improve their pretrial justice systems in ways that prioritize the safety of their communities, promote racial equity, and ensure that incarceration is reserved only for those whose release would jeopardize public safety. APPR employs research, training, technical assistance, and online learning to achieve its goals. In addition to the assistance to APPR Learning Sites described in this RFA, the project's activities include:

- intensive technical assistance to 10 Research-Action Sites, including implementation and evaluation of the PSA and other pretrial improvements;
- assistance to pretrial professionals across the country through trainings, presentations, and targeted support;
- broad dissemination of resources and research findings to advance understanding across the nation of research-based pretrial practices; and
- management of the PSA website (psapretrial.org), including the PSA Help Desk.

APPR is a consortium of organizations and consultants led by the Center for Effective Public Policy (CEPP). Project partners bring expertise across a variety of disciplines. (See **Appendix A** for a complete list of APPR partners.)

Pretrial Decision Making

Soon after someone is arrested and taken into custody, a judicial officer decides whether to release or detain the person pending case resolution and, if the decision is to release, what conditions, if any, should be imposed.

Pretrial decisions have enormous consequences for both the individual accused of a crime and the greater community. Those detained may incur enormous loss: spending just a few days in jail can cost a person their job, housing, and health care services, and significantly disrupt their family life. Studies show that people who are detained before trial are more likely to plead guilty, be convicted, and be arrested again at higher rates. However, pretrial release also has consequences: releasing people who pose a danger to public safety may put others in jeopardy.

In many jurisdictions, judicial officers must make these important pretrial decisions very quickly, and with limited information. And, with the continued use of financial conditions as the primary condition of release in many places, someone's wealth is often a determinant of their release. Studies demonstrate that many people are detained pretrial because they cannot afford a relatively modest financial bond. For example, a study conducted in New Jersey in 2012 found that nearly 40 percent of the state's jail population was incarcerated because of an inability to post money bond, including 12 percent who remained jailed due to an inability to pay \$2,500 or less.

In light of these issues, a growing number of jurisdictions are moving away from a reliance on financial conditions and providing their judicial officers with more comprehensive information to support their pretrial decisions. As part of a wider effort to improve their pretrial policies and practices, many jurisdictions incorporate an actuarial assessment into their pretrial decision-making processes.¹

The PSA was designed by Arnold Ventures to provide judicial officers with information to help them assess a person's likelihood of returning to court for future hearings and remaining crime-free while on pretrial release. Since its introduction in 2013, the PSA has been adopted by hundreds of counties, including the entire states of Arizona, Kentucky, and New Jersey, and some of the largest cities in the country, such as Chicago, Houston, and Phoenix. Dozens of jurisdictions located around the country have just started using or are currently in the process of implementing the PSA, including Shelby County, Tennessee; Spokane County, Washington; and St. Louis County, Missouri.

Independent evaluators are validating the PSA in jurisdictions across the country to maximize predictive accuracy and minimize disparities. The results of the studies completed to date demonstrate that the assessment is predictive across different jurisdictions and, in combination with additional system improvements, is often associated with decreases in the use of financial conditions of release and increases in pretrial release rates. Further, these studies indicate that in jurisdictions where pretrial release rates have increased, new criminal arrests and missed court appointments have not increased. All studies to date have shown the PSA does not exacerbate racial disparities.

¹ In the pretrial context, an actuarial assessment is a statistical method for estimating the likelihood that a future event—such as failure to appear in court or rearrest while on pretrial release—will occur. Actuarial assessments are developed by analyzing historical data to identify factors that are highly correlated with the specified future events.

About APPR Learning Sites

Ask any stakeholder from a jurisdiction that has implemented significant pretrial improvements, such as the PSA, and they will tell you it was a lengthy and challenging process. Improving a jurisdiction's pretrial system, including implementing a pretrial assessment, should not be undertaken lightly: it involves multiple agencies, requires extensive collaboration, and necessitates changes in systemwide processes, procedures, and policies. Many jurisdictions choose to alter their pretrial court processes, modify their case management system or adopt a new one, and/or create or modify a pretrial services program.

The majority of sites that have successfully implemented the PSA (along with other improvements) received extensive assistance from expert advisors and consultants, and most received private or public grants to do so. (Indeed, Arnold Ventures funded consultants to work with the initial set of PSA sites, and many sites currently moving to the PSA are assisted by the MacArthur Foundation's Safety and Justice Challenge.) Unfortunately, such opportunities are limited and offered to a relatively small number of places.

Through this **Learning Sites pilot**, APPR is introducing a different model of technical assistance (TA) and support. Each APPR Learning Site will receive limited on- and off-site TA and gain access to a comprehensive team-based online learning process that delivers robust information to help a site undertake the complex business of change management. The purpose of this pilot effort, then, is to develop a scalable, sustainable TA model that will transform what was once a limited resource to one that is widely available.

For the 12-month **Learning Sites pilot**, APPR will assign selected jurisdictions a dedicated TA provider who will offer coaching and assistance as site teams engage with the online learning environment. TA providers will be available to make one site visit to the jurisdiction and provide up to 60 hours of off-site assistance over the 12-month period. The primary mode of assistance will be through an online learning platform, which will offer a team-based learning experience and guide site teams through their pretrial improvements process. Depending on their needs, teams will work through up to 20 sections of an online learning program. Each online learning section includes a virtual coaching session with the site's assigned TA provider; online instruction, templates, and examples; and a toolkit that helps teams facilitate live working sessions and discussions around key decision points. The topics covered in the online learning platform will include change management, system mapping, foundations in pretrial decision making, PSA implementation, communications, measurement and validation, and launching system change. (See **Appendix B** for a summary of the online learning sections.)

The online learning platform will enable all policy team members to connect, explore, and collaborate. Team Leaders will use the platform to help them facilitate team meetings, share relevant resources, display informational videos, and cite relevant examples. Additionally, the platform will seamlessly connect teams to a larger online community. This includes access to other sites undergoing pretrial improvements and implementing the PSA, as well as to a network of pretrial peer practitioners. In addition to the TA provider, these practitioners will be available to the **Learning Sites** and can be brought into the process as needed, whether to consult with a team member about data analysis and technology integration or to strategize around stakeholder support and buy-in.

By the end of the 12-month project period, each **APPR Learning Site** will have:

- a sustainable, high-functioning, collaborative team that brings a data-driven approach to their system of pretrial justice;
- implemented the PSA and put in place a process to ensure fidelity and ongoing performance measurement;
- started to achieve their identified system goals, such as maximizing pretrial release, maximizing community safety, maximizing pretrial court appearance, and maximizing equity; and
- positioned themselves to continue their work together, addressing additional, local-identified pretrial improvements.

Site Expectations

As indicated, the key element in a successful **Learning Site** effort is a collaborative, engaged policy team. That team will drive all of the analysis and policy and process changes needed to achieve the goal of an improved pretrial system in their jurisdiction. Policy team members are expected to demonstrate a strong commitment to enhancing the fairness and efficiency of their pretrial process. They must also be ready to actively engage in the project, willing to use technology (i.e., the online learning platform), and ready to serve as a pilot site and provide feedback to APPR about the ways in which the TA model can be improved.

Specifically, team members should be prepared to:

- participate actively in a collaborative process that includes cooperative learning and decision making;
- commit to meet regularly, at least once per month for 2 to 3 hours;

- commit to work with the project's TA provider and other experts, including taking part in webinars and other online learning opportunities;
- use available data to analyze the impact of current policies and practices on a range of indicators, including public safety; racial, ethnic, and income disparities; timely case processing; budgets and spending; and the economic and physical health of individuals and communities;
- learn about evidence-based pretrial practices, including the PSA;
- adopt the PSA before the end of the 12-month project; and
- consider and possibly adopt other pretrial policies and practices that enhance the equity and success of their system.

Preparing an Application

The following pre-submission activities are designed to assist potential applicants in assessing their readiness for this project, in terms of individual, team, and technical capacity. APPR strongly recommends that each jurisdiction complete these activities in advance of preparing a full application.

Identify a Team Leader

Identify a team leader who will guide the effort onsite. Ideally, this will be a senior staff person in a relevant agency who has previous experience managing an implementation project and strong project management skills. The Team Leader should have the skills and ability to help define the concept, goals, approach, and reason for the project, and to assist the team in meeting its goals. Given the systemwide issues that can arise when implementing the PSA, the Team Leader should be someone who has sufficient authority to keep people at the table to press through normal business and tackle potential challenges, help negotiate funding concerns, and navigate interagency issues. The Team Leader must be able to devote several hours a week to the project in addition to their regular duties.

Identify a Project Champion

Identify a policymaker who will sponsor, promote, and guide the effort among the team of local policymakers. Ideally, this will be a justice system leader or executive who can play a critical role in promoting change by actively and visibly participating throughout the process, building a coalition of support among other leaders, and communicating directly with criminal justice staff.

The Project Champion will work closely with the Team Leader to decide on team membership, set work timetables and goals, create meeting schedules and agendas, and convene team meetings. The Project Champion will provide a consistent positive energy to the effort, motivating other team members by communicating a persuasive vision and path toward local pretrial improvements. When needed, the Project Champion will step in to make vital decisions and address the concerns of other stakeholders that may arise along the way. In most cases, the Project Champion will play an active role at critical junctures: at the beginning of the project, to inject enthusiasm and lend it credibility; when taking key steps that require funding or policy decisions; and at launch, to ensure full knowledge of, and support for, systemwide change. This may require a time commitment of three to six hours a month, depending on the site's eagerness to move ahead on its change initiatives.

Complete a PSA Data Elements Worksheet

Both the [Guide to PSA Readiness](#) and [Guide to PSA Technology Options](#) will help sites determine whether they have the data necessary to implement the PSA. The Data Elements Worksheet, which is included as part of the Guide to PSA Technology Options (and also included in this RFA as **Appendix C**), outlines the data necessary to score the PSA and report on its outcomes. It is critically important that potential applicants assess their data capacity in advance of preparing an application. A jurisdiction must have electronic access to each data element required to score the PSA. Without such access, a jurisdiction is not eligible to participate as an APPR Learning Site. *As noted below, a completed Data Elements Worksheet must be submitted as part of a jurisdiction's formal application.*

Participate in a Pre-application Webinar.

APPR will conduct a webinar on **November 20, 2019, at 2 p.m. EST** to further describe the pilot project and the assistance that is being offered. Participants will be given an opportunity to ask questions about the project and the application process. **It is strongly recommended that the identified Team Leader attend this webinar. Ideally, the Project Champion will attend as well.** (Other potential team members may, of course, attend.) [Pre-registration](#) for the webinar is required.

Application Instructions

Eligible Applicants

APPR's assistance is open to applicants from county or municipal governments. The application can come from any agency or coordinating body within those governments (e.g., court administration, district attorney's offices, defense, law enforcement, county executives, mayors, pretrial services, criminal justice coordinating councils, county planning departments, county or municipal legislative bodies).

Contents of Application

Each application must contain the following pieces of information:

1. A **cover sheet** with the jurisdiction's name, the Team Leader's name and contact information, and the Project Champion's name and contact information.
2. A **narrative** of up to 10 pages (single-spaced, 12-point font) that includes the following:
 - a. a description of the **site's goals and reasons** for wanting to participate and to implement the PSA;
 - b. an overview of the **jurisdiction's current pretrial process**, including a short summary of how pretrial release decisions are made in the jurisdiction (e.g., which officials make the pretrial release decision; whether the jurisdiction has delegated release authority and, if so, to whom authority is delegated; when the pretrial release decisions occur; whether a pretrial screening/assessment instrument is used and, if so, which one; whether the jurisdiction uses a bond/bail schedule; whether the jurisdiction has a pretrial services agency, and, if so, what pretrial services are available (e.g., appearance reminders, supervision, electronic monitoring, etc.); and
 - c. a discussion of the **core application elements** (described below).
3. **Letters of commitment** from all required team members, the Team Leader, and the Project Champion. (See below for further detail.)
4. A completed **Data Elements Worksheet** (attached as **Appendix C**).

Core Application Elements

Your application narrative must include a discussion of the following core application elements:

1. The Team

Applications must identify a cross-agency policy team or committee that will make relevant policy decisions and shepherd the overall implementation process. Applications must name the team's members, which must (at a minimum) include:

- the chief or presiding criminal court judge;
- a magistrate or commissioner with oversight of the pretrial process (if applicable);
- the district attorney, or senior prosecutor with responsibility for pretrial within the district attorney's office;
- the public defender (or representative from the defense bar in jurisdictions without a public defender's office) or senior defense attorney with responsibility for pretrial within the public defender's office;
- the director of pretrial services (if such an agency exists in the jurisdiction);
- the jail administrator; and
- the court administrator.

It is highly recommended that the team also include:

- a senior representative of a local police department;
- one or more community members who are impacted by the pretrial system; and
- one or more community service providers who provide pretrial services.

2. An Understanding of the Work Involved

The application should describe the team's understanding of the planning process involved in this project and the team's past experiences (if any) with a similar process. You should also include a description of any previous experiences working with TA providers.

This project's planning process will include: a discussion of the team's goals and purpose for their work; an assessment of current pretrial practices across multiple agencies; a mapping of the process from initial law enforcement contact through adjudication; a discussion of the insights gained through that work, especially the gaps or challenges that can be

addressed through the implementation of the PSA and other systemwide changes; and a plan for implementation.

3. The Availability of Necessary Data

To score the PSA, a jurisdiction must have access to certain information about the accused person—specifically, information to score the nine factors of the PSA, including the current charge, criminal history, and failure to appear history. As noted above, a jurisdiction must have electronic access to each data element required to score the PSA; without such access, a jurisdiction is not eligible to participate as an APPR Learning Site. Your application must include a completed Data Elements Worksheet, which will describe the sources of this information within the jurisdiction’s data systems.

Applications should also address previous discussions, if any, about integrating the PSA into an existing or new system; a jurisdiction’s initial plan for such integration, if previous discussions have not taken place; or whether the jurisdiction requires a standalone PSA software application.² This issue is discussed and explained in the Guide to PSA Technology Options.

Finally, to help APPR assess a jurisdiction’s data capacity, the application should describe the following:

- For each data system identified in the Data Elements Worksheet, identify the agency owner and the lead agency’s experience collaborating with that agency.
- A short explanation of how you would locate each data element in each system.
- Any concerns you have over historical data (e.g., access, quality [selected fields, selected time periods], over-written data fields).
- Any prior experience in accessing, extracting, and linking these data systems for a defined group of individuals.
- Whether the agency that is expected to score the PSA has direct query access to NCIC and, if not, how you will access federal criminal history data (which is required to score the PSA).

² APPR is in the process of developing a standalone PSA application and it will be made available to the public at no cost in the early spring of 2020.

4. Minimum Technology Requirements

Given the project's reliance on online activities, there are minimum technology requirements all applicants must meet. These requirements will ensure that all selected applicants have the capacity to participate in webinars and video conferences and engage in interactive learning opportunities and online discussions. Applicants should confirm in their application the availability of the following:

- access to a reliable internet connection, minimum of 3 Mbps, ideally 5 Mbps;
- access to Chrome, Safari, or Firefox browsers from a non-mobile device (laptop, desktop);
- ability to download and run Zoom conferencing software on a non-mobile device (laptop, desktop);
- access to a video camera and microphone for conferencing purposes, either directly in a laptop or as an external webcam; and
- ability to download and open standard document types, including PDF, .png, Word, and Excel documents, to a non-mobile device (laptop, desktop).

Note: If Internet Explorer is the preferred browser and/or if a tablet is the preferred work device in your jurisdiction, please contact us so we can evaluate compatibility with the online learning platform. Questions can be directed to Alison Shames, ashames@cepp.com.

Letters of Commitment

The application must include individual letters from each of the team members identified in the application narrative. The letters must make clear not just the individual's support for the effort but also their goals in participating and their explicit commitment to take part in regular meetings, to work with project staff and advisors, and to implement needed changes to pretrial practices, including the PSA.

Separate letters are required from the identified Project Champion and Team Leader. Each of these letters should explain why the jurisdiction is interested in participating as a Learning Site in the project and affirm the individual's understanding of their roles, their availability to take on the project, and their commitment to fulfilling the obligations of a Learning Site (that is, engaging in online learning, participating in the broader learning community, providing feedback on their experiences, and sharing their challenges and accomplishments).

Deadline and Method to Submit

Applications should be submitted to the Center for Effective Public Policy.

Email the completed application to Jenna Mackey, jmackey@cepp.com, by 11:59 p.m. E.S.T. on December 20, 2019.

Selection Process

Applications will be reviewed by a team of partners from APPR. The reviewers may conduct follow-up calls if necessary. Applicants will be notified of the final decisions by **February 1, 2020**. It is expected that **the pilot project will commence on or about April 1, 2020**. Assistance will be provided for up to 12 months, and the jurisdiction is expected to implement the PSA within that time frame.

Key Dates: APPR Learning Sites	
Before November 20, 2019	Register for pre-application webinar
2 p.m. EST, November 20, 2019	Pre-application webinar
11:59 p.m. EST, December 20, 2019	Application due date
February 1, 2020	Final decisions regarding jurisdiction selection
April 1, 2020	Pilot project begins

Questions?

Direct all questions about APPR Learning Sites and this Request for Applications to Alison Shames, Co-Director, Advancing Pretrial Policy and Research, ashames@cepp.com.

APPR Learning Sites: Application Checklist

- ☐ Register for the pre-application webinar.
- ☐ Identify a Team Leader.
- ☐ Identify a Project Champion.
- ☐ Complete the Data Elements Worksheet.
- ☐ Obtain letters of support from all required team members, the Team Leader, and the Project Champion.
- ☐ Complete the application narrative, which must include:
 - ☐ A description of the site's goals and reasons for participating
 - ☐ An overview of the jurisdiction's current pretrial process
 - ☐ A discussion of the core application elements
- ☐ Prepare an application cover sheet.



Appendix A

APPR Project Partners

Applied Research Services, Inc.

Center for Court Innovation

Extension Engine

Exygy

Flint Springs Associates (Donna Reback)

FrameWorks Institute

National Association of Pretrial Services Agencies

National Association of State Courts

OpenLattice

Peggy McGarry, consultant

Pinnacle Justice Consulting (Dr. Michael Jones)

The Carey Group (Mark Carey)

RALLY

RTI International

Stanford Computational Policy Lab

3 Bridges (Jed Miller)



Appendix B

Online Learning Sections

The online learning sections will cover the following topics:

Onboarding: The first two sections ensure that the team and its leadership are set up to be successful in the project. The leadership team meets with the TA provider virtually and plans for a larger team kickoff. In the kickoff, the project team comes together to define a shared mission and vision and lay the groundwork for successful team collaboration.

System Mapping: Early in the project, the team will participate in a pretrial system mapping exercise. A system map depicts the steps in the criminal justice process beginning with police contact and ending with adjudication or dismissal. The TA provider will be on-site to help the team conduct the system mapping exercise. The online learning section will help prepare the team for the on-site visit and the system mapping exercise.

Foundations in Pretrial Decision Making: Early and later sections provide key foundational knowledge about the larger landscape of pretrial decision making, including pretrial history, legal principles, and relevant empirical research such as the nature and impacts of release and detention.

PSA Implementation: There are key decisions that sites need to make to successfully run the PSA. Online learning sections are designed specifically to help teams make those decisions and produce important project resources, such as creating a Violent Offense List and a Release Conditions Matrix.

Measurement and Validation: Alongside implementing the PSA, teams will need to develop quality assurance and continuous quality improvement protocols and processes. There are sections on measurement and validation that ensure sites understand what to measure and validate and the importance of ongoing evaluation.

Communications: Policy teams need to be prepared to speak publicly as well as with other agencies about pretrial improvements and the PSA. This section will: include a series of exercises to help jurisdictions develop a strategic communications plan; introduce the team to research-informed frames and messages; supply the site with a communications toolkit related to the PSA; and provide the team with introductory media training.

Launching Change: The final sections support teams in pre- and post-launch activities necessary for a successful PSA implementation. For example, there are sections that help teams train support staff to score the PSA and ensure that the project team is set up to continue its leadership and change efforts.

Appendix C

PSA Data Elements Worksheet

This is a fillable form that may be completed on your computer.

Data Sources

Identify the specific systems or databases in which each type of information is located.

Charge Information	<input type="checkbox"/> Arrest warrant – Name of system:
	<input type="checkbox"/> Probable cause statement – Name of system:
	<input type="checkbox"/> Other:
Criminal History Records	<input type="checkbox"/> Federal – Name of system:
	<input type="checkbox"/> State – Name of system:
	<input type="checkbox"/> County – Name of system:
	<input type="checkbox"/> Local – Name of system:
	<input type="checkbox"/> Name of court case management system:
	<input type="checkbox"/> Other:
Failure to Appear (FTA) Sources	<input type="checkbox"/> Criminal history records – Name of system:
	<input type="checkbox"/> Court data – Name of system:
	<input type="checkbox"/> Prosecutor data – Name of system:
	<input type="checkbox"/> Other:



Using the names of the systems or databases identified above, list the sources you will use to obtain the data needed to respond to each PSA risk factor, pretrial outcome, and performance measure.

Data Sources for PSA Risk Factors

Age at Current Arrest	
Current Charge Violent	
Pending Charge	
Prior Misdemeanor Conviction	
Prior Felony Conviction	
Prior Violent Conviction	
History of Pretrial FTA	
Dates of Prior FTA	
Prior Sentence to Incarceration	
Sentence Length	

Data Sources for Pretrial Outcomes

New Failure to Appear (FTA)	
Date of FTA	
New Criminal Activity (NCA)	
Date of NCA	
New Violent Criminal Activity (NVCA)	
Date of NVCA	

Data Sources for Local System and PSA Performance Measures

Unique Defendant Identifiers	
Unique Case Identifiers	
Case Filing Date	
Case Disposition Date	
Case Disposition Type	
Detention Facility Booking Date	
Detention Facility Release Date	



Grant Title/Project Name:	Arnold Foundation grant
Department:	Pre-trial
Requestor:	Kathy Pierce
Contact Email:	kpierce@wilco.org
Contact Phone Number:	512-260-6514
Start Date:	1/2/2020
End Date:	12/31/2020
Please select request category:	Asset, Service
Describe the purpose of the grant in detail to include all requirements.	The newly created Pre-trial Department will provide assessments of individuals that could potentially be released from custody. An evidence based assessment tool is available at new cost to jurisdictions that apply for assistance in implementing the Public Safety Assessment process through the Arnold Foundation.
Select the type of grant your department is applying for:	Private Foundation
What is the amount of the grant?	\$0.00
Please provide a breakdown of the total cost above.	n/a.
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 available for use?	None.
How is this item request different from any similar assets currently in the County and/or region?	n/a
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	None.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	To be determined when Director of Pre-trial Service is onboard.
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	Unknown.
Where will the item be stored?	n/a
What is the useful life of the item?	n/a
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?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	No.
How will this item be funded when the grant ends?	Once implemented, the County will be able to continue the assessment process necessary for a Pre-trial Department.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	None.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	None.
What is the cost and frequency to maintain/update the additional equipment?	None.
What is the impact of this grant application on other internal/county departments?	None.

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)	No
If yes, how much is the match amount?	
ID	36
Version	1.0
Attachments	False
Created	12/12/2019 9:38 AM
Created By	Kathy Pierce
Modified	12/12/2019 9:38 AM
Modified By	Kathy Pierce

Commissioners Court - Regular Session**61.****Meeting Date:** 12/17/2019

License & Use Agreement for Wilco Back Forty and Heyday Hospitality

Submitted For: Valerie Covey**Submitted By:** Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding approval of formal License & Use Agreement to allow Wilco Back Forty, LLC and Heyday Hospitality, LLC (dba Wish Well) access and use of public parking at the Williamson County Criminal Justice Facility Parking Garage.

Background

This is a fully *revocable* "license agreement". Williamson County reserves a superior right to use the parking whenever it is deemed necessary for governmental operations.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsParking Garage LA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 11:32 AM

Started On: 12/12/2019 11:12 AM

LICENSE & USE AGREEMENT
(Williamson County Criminal Justice Facility Parking Garage)

This License & Use Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and WilCo Back Forty, LLC and Heyday Hospitality, LLC, jointly and severally (collectively referred to herein as the "User").

RECITALS

WHEREAS, County owns and has the right to use the area or real property in the City of Georgetown, Williamson County, Texas, described as Williamson County Criminal Justice Facility Parking Garage, located at 4th and Rock St, Georgetown, Texas;

WHEREAS, User desires to use a portion of the area described and specified in Exhibit A for its own purposes (the "Authorized Area");

WHEREAS, the User has agreed to accept the use on and subject to the terms herein set forth; and

WHEREAS, this License and Use Agreement shall not run with the property, but shall remain valid and in full force and effect in accordance with the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the User hereby agree as follows:

AGREEMENT

1. USE:

The County does hereby grant, subject to the terms and provisions hereof, to User permission to use the Authorized Area, for the use described in Exhibit A hereto, and for no other purpose (the "Authorized Use").

2. INTERRUPTION OR TERMINATION OF AUTHORIZED USE:

County shall retain the rights to cause the interruption of any Authorized Use in the interest of public safety, and to likewise cause the termination of such Authorized Use when, in the sole judgment of County, such act is necessary in the interests of public safety.

3. **ASSUMPTION OF RISK:**

User, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. County shall not be liable for any damages to property or damages arising from personal injuries sustained by User or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the County's negligence or willful misconduct. User assumes full responsibility for any property damage or injury which may occur to User, its agents, contractors, employees, patrons, performers or guests in, on or about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the County's negligence or willful misconduct.

4. **INDEMNIFICATION:**

User shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and User agrees to indemnify, defend, and hold harmless County and its respective officials, officers, agents, employees and representatives (collectively, the "Indemnified Persons") from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to, (i) the use of the Authorized Area by User or its agents, contractors, employees, patrons, performers or guests or breaches of applicable codes, laws, rules and regulations by the User or its agents, contractors, employees, patrons, performers or guests, (ii) any action, omission or negligence, whether in whole or in part, of the User or its agents, contractors, employees, patrons, performers or guests.

The Indemnified Persons shall not be liable or responsible for, and the User hereby releases and forever discharges the Indemnified Persons from, any loss, damage or injury to any person or property of User or its

agents, contractors, employees, patrons, performers or guests in, on or around the Authorized Area or other portion of the Authorized Area resulting from any cause whatsoever, including but not limited to theft and vandalism. In no event shall any Indemnified Persons be liable to User or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by User or its agents, contractors, employees, patrons, performers or guests as a result of the actions or omissions of any Indemnified Person.

5. STATUTES/PERMITS:

User hereby acknowledges that County requires compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Property.

6. NON-DISCRIMINATION:

The User shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

7. LEGAL RECOURSE:

In the event the User violates any of the terms or conditions of this Agreement after notice and a reasonable opportunity to cure, County shall have, in addition to any other legal recourse, the right to terminate this and obtain possession of the entire Property, and to remove and exclude the User there from, with notice to the User.

8. COMPLIANCE WITH LAW:

User, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

9. NO SUBLETTING AND ASSIGNMENT:

User shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the County.

10. FORCE MAJEURE:

In the event that either party should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond the reasonable control of either party, then the respective party shall not be liable to perform.

11. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to County, under any of the following conditions: (a) if the User is found to have provided false or misleading information to County, (b) if County finds that the use or proposed use will be detrimental to the health, safety or morals of County or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) if User defaults on any or has not completed all conditions and requirements for use of Authorized Area within twenty (20) days prior to User's use of the Authorized Area, (e) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (f) if the Authorized Area is needed for public necessity or emergency use as determined by County or (g) upon thirty (30) days' written notice to User.

12. GOVERNING LAW, VENUE:

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

13. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

14. SEVERABILITY:

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

15. INDEMNIFICATION BY COUNTY:

User acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to User.

16. NOTICE:

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:

User: Set forth below on User's execution herein below

County: Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main St.
Georgetown, Texas 78626

17. ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE County HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON County COMMISSIONERS COURT.

AS ACCEPTED AND EXECUTED:

County:

Bill Gravell, Jr., Williamson County Judge

DATED _____, 20__

User:

WilCo Back Forty, LLC

Authorized Signer: 

Printed Name: Troy Hellmann

Representative Capacity: Member

DATED: December 12, 2019

Contact Person: Troy Hellmann

Address: 801 S. Main St
Georgetown, TX 78626

Phone No.: 512-630-7891

Heyday Hospitality, LLC

Authorized Signer: JH

Printed Name: Troy Hellmann

Representative Capacity: Member

DATED: December 12, 2019

Contact Person: Troy Hellmann

Address: 801 S. Main St
Georgetown, TX 78626

Phone No.: 512-630-7891

EXHIBIT A

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The County does hereby grant, subject to the terms and provisions hereof, to User, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Authorized Use"):

Date(s):

From – January 1, 2020

To – December 31, 2023 (4-year term)

Hours:

From 5:00 pm to 6 am on Williamson County business days; any time during Williamson County recognized holidays; and any time during weekends

Authorized Use (Description of Use):

Temporary access and parking privileges from Williamson County for parking up to a maximum of 44 vehicles during the Hours set out herein.

Authorized Area (Location):

Williamson County Criminal Justice Facility Parking Garage, located at 4th and Rock St, Georgetown, Texas.

Commissioners Court - Regular Session**62.****Meeting Date:** 12/17/2019

Magistrate to Pretrial 1

Submitted For: Valerie Covey**Submitted By:** Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the transfer of PCN 180, PCN 181, PCN 182, PCN 183, PCN 1211, PCN 1706 and associated expenses from Magistrate Department (0477) to Pretrial department (0591) effective 12-17-2019.

Background

This move comes from budget discussions that created the Pretrial department. This agenda item leaves all the Associate Judges in the Magistrate Department (0477) to continue to be supervised by the presiding judges and moves the administrative staff to the Pretrial Department (0591).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Org Chart](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 12/12/2019

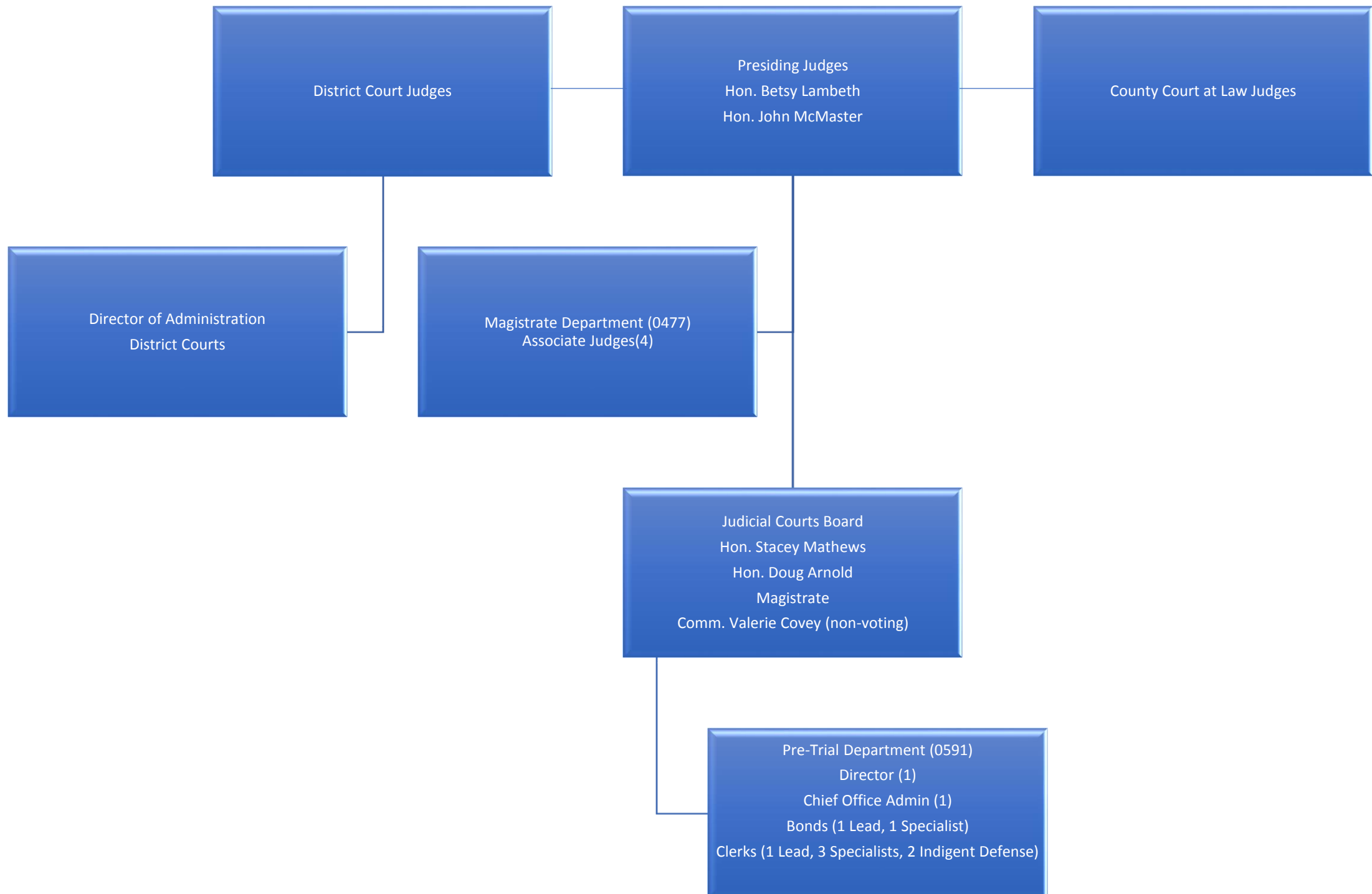
Reviewed By

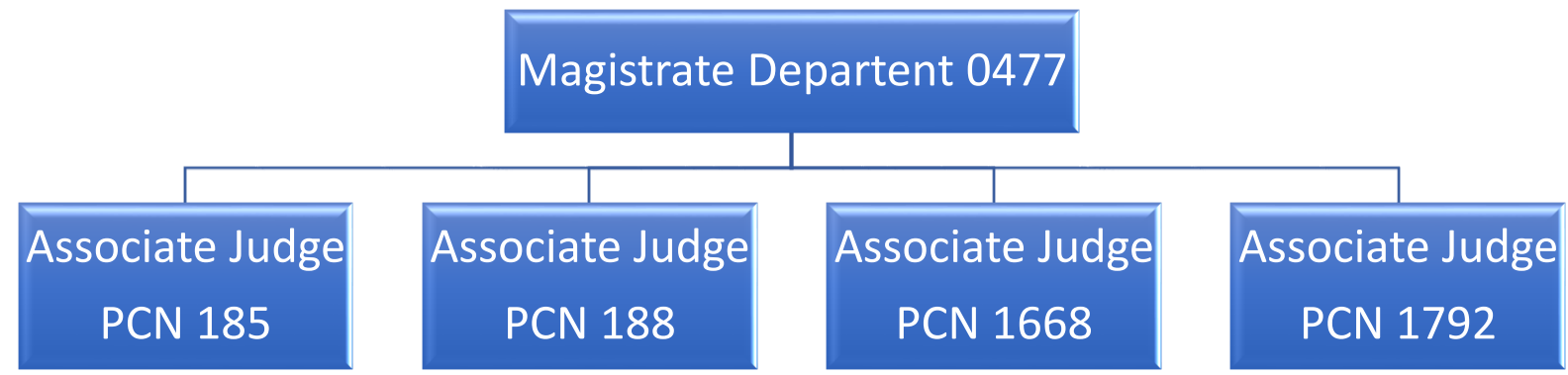
Andrea Schiele

Date

12/12/2019 11:07 AM

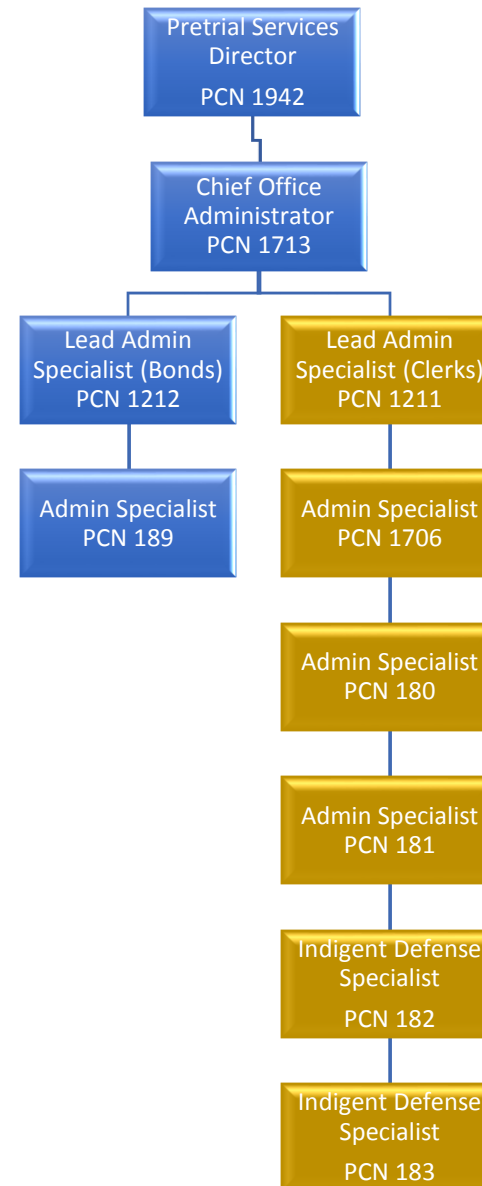
Started On: 12/11/2019 04:09 PM





Pretrial Services Department (0591)

(Gold cells represent PCNs to be moved from 0477 to 0591)



Commissioners Court - Regular Session**63.****Meeting Date:** 12/17/2019

Magistrate to Pretrial 2

Submitted For: Valerie Covey**Submitted By:** Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on salary dollars for PCN 1942 and PCN 1713 in the Pretrial Department (0591).

Background

A spreadsheet is attached with proposed changes. All changes are within policy and do not exceed the 15% over the minimum.

Fiscal Impact

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

Attachments[Salary Spreadsheet](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 11:10 AM

Started On: 12/11/2019 04:29 PM

Job Title	HR PCN	Grade	15% Above Minimum	Maximum of Grade	Budgeted on Position	Funds requested to be move	Requested Additional Salary for Position	Requested New Salary for Position
Director of Pre-Trial Services	PCN: 1942	B.38	\$ 100,409.18	\$ 126,436.22	\$ 95,000.00	\$ 4,319.00	\$ -	\$ 90,681.00
Chief Office Administrator (Vacant)	PCN: 1713	B.29	\$ 64,392.87	\$ 81,088.61	\$ 58,681.48	\$ -	\$ 4,319.00	\$ 63,000.48

Commissioners Court - Regular Session**64.****Meeting Date:** 12/17/2019

Parks Donation Rev 12.17.19

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

Background

Donations include \$861 for firewood.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$861.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 12/11/2019

Reviewed By

Andrea Schiele

Date

12/11/2019 02:20 PM

Started On: 12/09/2019 12:58 PM

Commissioners Court - Regular Session**65.****Meeting Date:** 12/17/2019

Parks Donations Exp 12.17.19

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations.

Background

Donations include \$861 for firewood.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$861.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 12/11/2019

Reviewed By

Andrea Schiele

Date

12/11/2019 03:42 PM

Started On: 12/09/2019 12:59 PM

Commissioners Court - Regular Session**66.****Meeting Date:** 12/17/2019

SO Donation Rev 12.17.19

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for a Sheriff's Office donation.

Background

A cash donation of \$130.00 was received from the Explorer Cadets for the Explorer program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$130.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 12/11/2019

Reviewed By

Andrea Schiele

Date

12/11/2019 03:43 PM

Started On: 12/09/2019 01:00 PM

Commissioners Court - Regular Session**67.****Meeting Date:** 12/17/2019

SO Donation Exp 12.17.19

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for a Sheriff's Office donation.

Background

A cash donation of \$130.00 was received from the Explorer Cadets for the Explorer program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	\$130.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 12/11/2019

Reviewed By

Andrea Schiele

Date

12/11/2019 03:45 PM

Started On: 12/09/2019 01:00 PM

Commissioners Court - Regular Session**68.****Meeting Date:** 12/17/2019

Presentation by Dan Wegmiller

Submitted By: Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and hear presentation from Dan Wegmiller of Specialized Public Finance regarding the County's debt financing plan.

Background

Attached is information regarding the County's current debt structure, debt service savings history and recommendations for upcoming bond sale. Mr. Wegmiller will review these items with the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsDebt Presentation Dec 2019

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 08:55 AM

Started On: 12/12/2019 08:21 AM

Discussion Materials | December 17, 2019

Williamson County, Texas



Dan Wegmiller
Managing Director
512.820.6086
dan@spfmuni.com

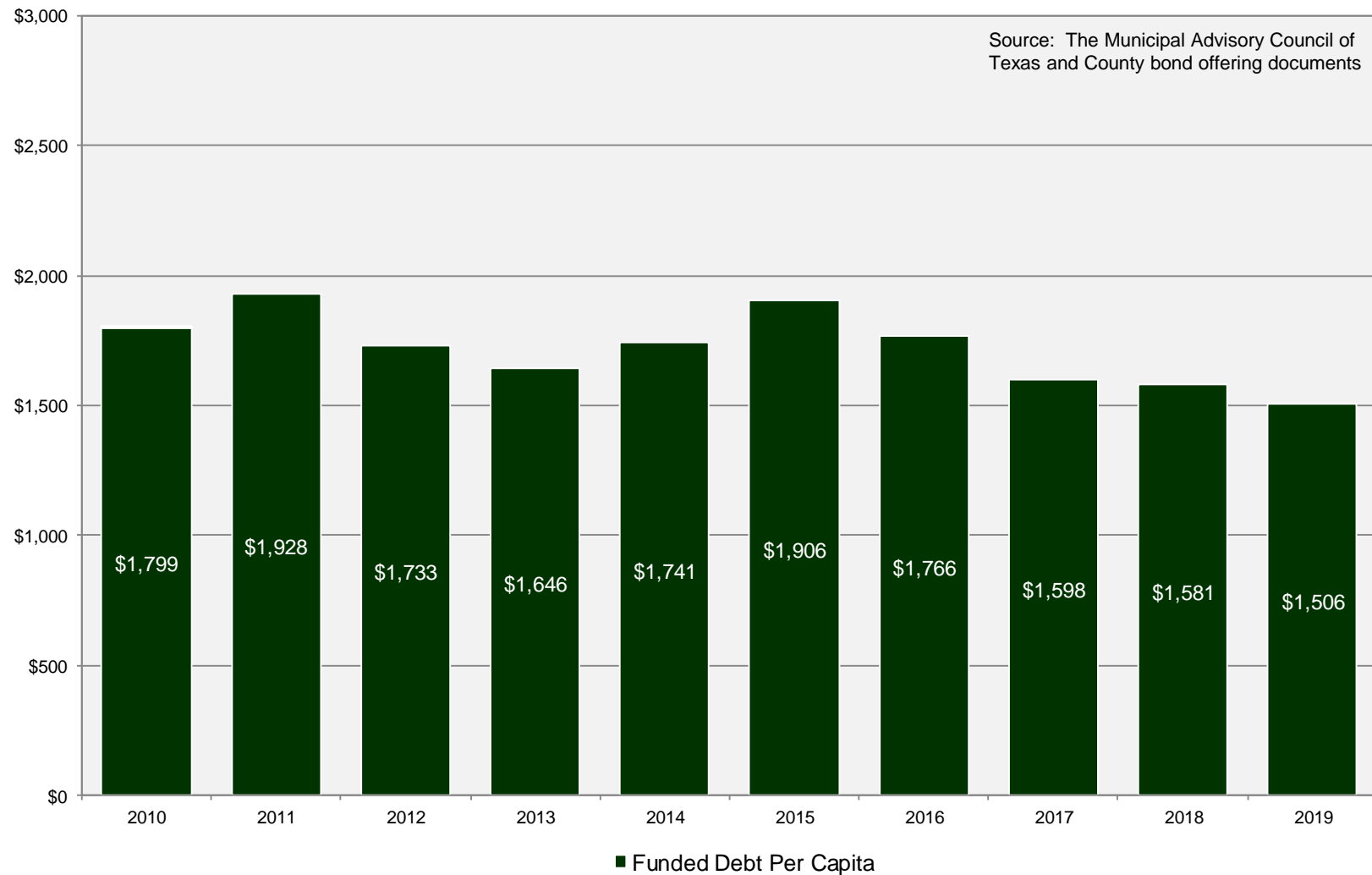


SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

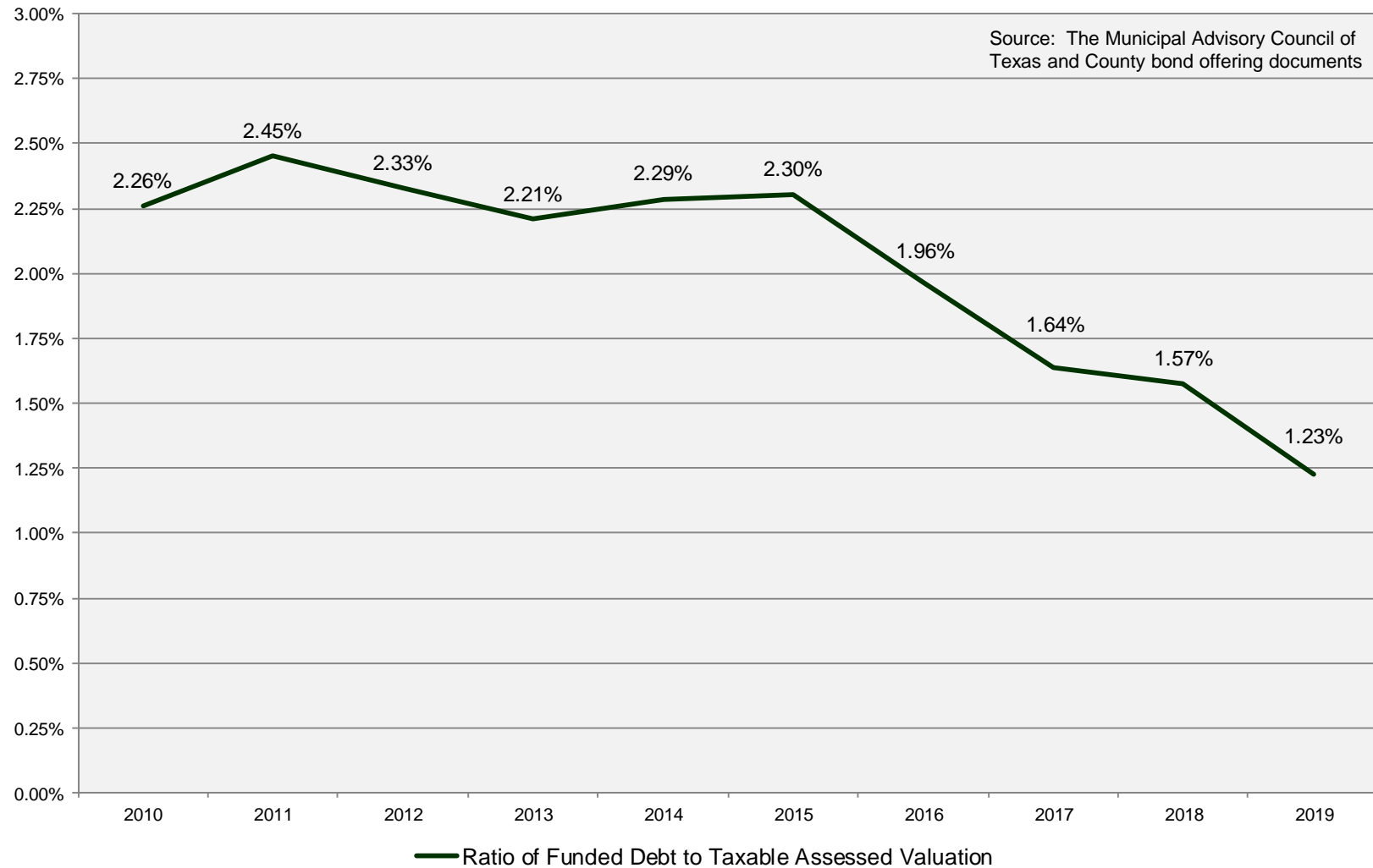
Jeffrey D. Garland
Managing Director
512.275.7303
jeff@spfmuni.com

Discussion Materials | Debt Metrics and Summary of Existing Call Dates

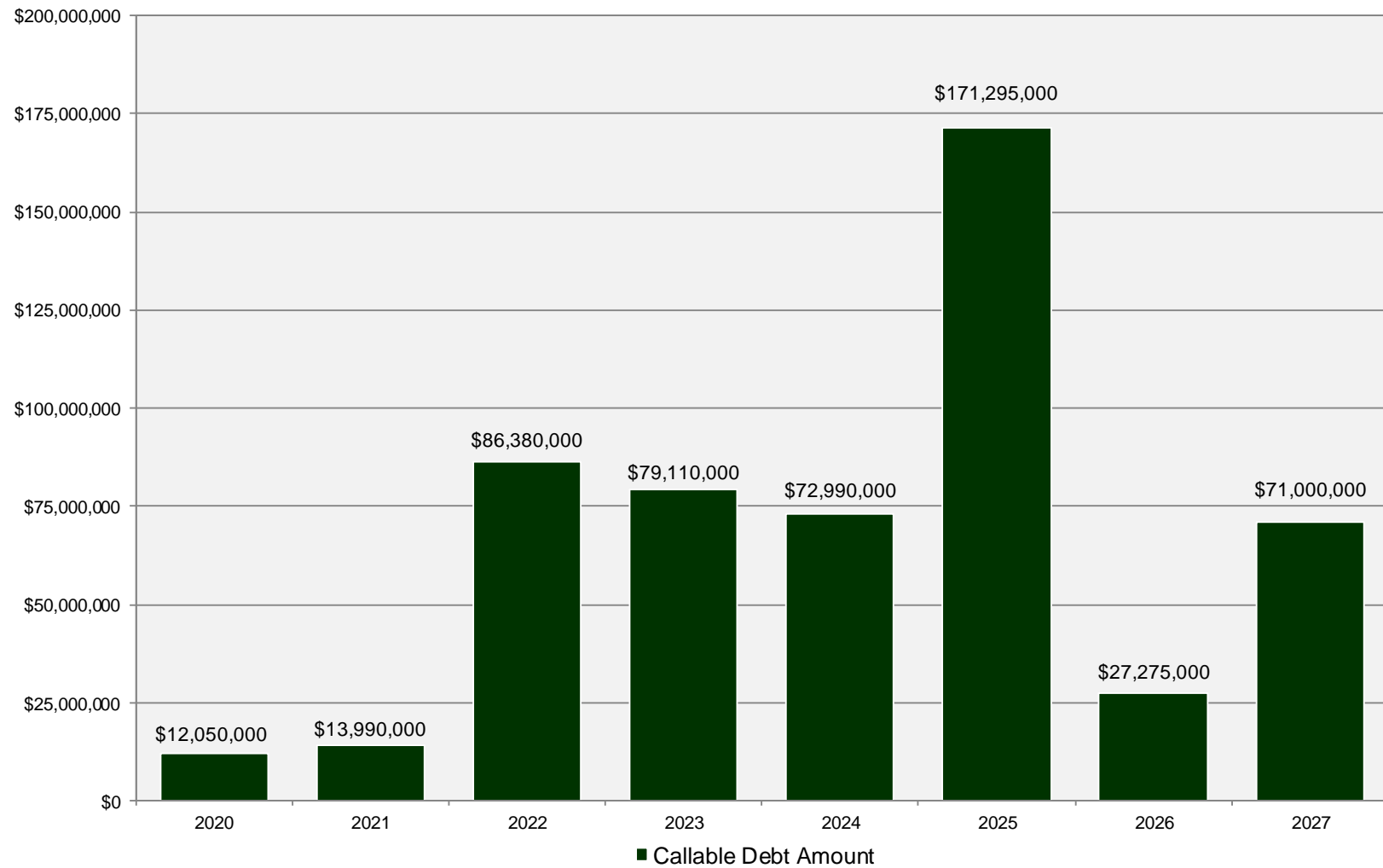
Williamson County Debt Per Capita, Fiscal Years 2010-2019



Williamson County Debt to Assessed Valuation, Fiscal Years 2010-2019



Callable Principal Amount By Year



Optional Redemption Profile of Outstanding Debt

Issue	Next Call Date	Callable Maturities	Callable Coupons	Outstanding as of 11/15/19	
				Total	Callable
Limited Tax Bonds, Series 2009	Any	2020	3.75%	\$ 410,000	\$ 410,000
Limited Tax Refunding Bonds, Series 2010	2/15/20	2021 - 2026	4.00%	9,035,000	8,885,000
Unlimited Tax Road Bonds, Series 2011	2/15/20	2021	3.00%	5,395,000	2,755,000
Limited Tax Refunding Bonds, Series 2011	2/15/21	2022 - 2025	5.00%	18,080,000	7,285,000
Pass-Through Toll Revenue & Limited Tax Bonds, Series 2011	2/15/21	2022 - 2031	3.00% - 4.00%	7,780,000	6,705,000
Limited Tax Refunding Bonds, Series 2012	2/15/22	2023 - 2030	3.00% - 5.00%	120,300,000	86,380,000
Limited Tax Refunding Bonds, Taxable Series 2012	2/15/23	2024 - 2029	2.37% - 2.92%	27,355,000	14,320,000
Limited Tax Refunding Bonds, Series 2013	2/15/23	2024 - 2032	4.00%	56,355,000	53,905,000
Pass-Through Toll Revenue & Limited Tax Bonds, Series 2013	2/15/23	2024 - 2033	3.00% - 4.00%	13,700,000	10,885,000
Unlimited Tax Road Bonds, Series 2014	2/15/24	2025 - 2039	4.00% - 5.00%	86,555,000	72,990,000
Limited Tax Refunding Bonds, Series 2015	2/15/25	2026 - 2034	3.00% - 5.00%	64,245,000	47,335,000
Combination Tax & Rev Certificates of Obligation, Series 2015	2/15/25	2026 - 2040	3.50% - 5.00%	38,765,000	28,655,000
Unlimited Tax Road Bonds, Series 2015	2/15/25	2026 - 2040	4.00% - 5.00%	83,725,000	67,490,000
Limited Tax Refunding Bonds, Series 2015A	2/15/25	2026	4.00%	15,855,000	15,855,000
Limited Tax Park Bonds, Series 2016	8/15/25	2026 - 2036	2.75% - 5.00%	16,545,000	11,960,000
Limited Tax Refunding Bonds, Series 2016	8/15/26	2028 - 2036	4.00% - 5.25%	37,730,000	27,275,000
Limited Tax Refunding Bonds, Series 2017	2/15/27	2028 - 2032	3.00% - 5.00%	43,230,000	18,745,000
Unlimited Tax Road Bonds, Series 2017	2/15/27	2028 - 2042	2.95% - 4.00%	70,090,000	52,255,000
Unlimited Tax Refunding Bonds, Series 2006	none	n/a	n/a	24,942	-
Pass-Through Toll Revenue & Limited Tax Bonds, Series 2010	none	n/a	n/a	1,195,000	-
Limited Tax Refunding Bonds, Series 2014 (Convertible DP)	none	n/a	n/a	69,015,000	-
Limited Tax Refunding Bonds, Taxable Ser 2015	none	n/a	n/a	16,325,000	-
				\$ 801,709,942	\$ 534,090,000

Currently callable

Discussion Materials | Historical I&S Tax Rate Management Strategies

Summary of Debt Management Strategies Since 2004

Debt Management Tool	No. of Transactions	Net Debt Service Savings
Cash Defeasances	7	\$ 37,317,685
Refinancings	15	77,166,956
	22	\$ 114,484,640

Defeasance History Since 2011

	Closed	Defeased Bonds				Net D/S Savings
		Issue	Maturities	Interest Rates	Par Amount	
1	8/28/19	Portions of Series 2013 L/T Refunding Bonds	2032	4.00%	\$ 5,010,000	\$ 2,048,347
2	8/15/19	Series 2014 L/T Park Bonds (Tender Bonds)	2034	Variable	19,530,000	7,323,450 *
3	8/22/18	Portions of Series 2015 C/Os	2036 - 2040	5.00%	17,640,000	15,065,526
4	5/11/17	Portions of Series 2010 Pass-Through and Series 2011 U/T Road Bonds	2032 - 2035	4.375% - 4.625%	9,105,000	5,840,101
5	3/24/16	Series 2006 U/L Tax Refunding Bonds	2026 - 2027	4.50% - 4.60%	10,000,000	4,970,763
6	6/18/15	Series 2009 Pass-Through & L/T Bonds	2034	5.125%	1,965,000	1,879,011
7	3/15/11	Series 2001A G.O. & Refunding Bonds	2012 - 2026	4.80% - 5.375%	1,175,000	190,486
					\$ 64,425,000	\$ 37,317,685

* Assumes the Tender Bonds would have averaged a rate of 2.50% through their 2034 original maturity date.

Debt Refinancing History Since 2004

	Closed	Refunding Bonds	Bond Issues Refunded	Total Savings
1	7/20/17	L/T Refunding Bonds, Series 2017	Portions of 2010 Pass-Through and 2011 U/T Road	\$ 4,461,960
2	8/16/16	L/T Refunding Bonds, Series 2016	Portions of 2009 Pass-Through, 2009 L/T, 2010 Pass-Through and 2010 U/T Road	5,681,259
3	11/19/15	L/T Refunding Bonds, Series 2015A	Portions of 2006 U/T Ref and 2006A L/T Ref	3,353,404
4	4/23/15	L/T Refunding Bonds, Series 2015	Portions of 2006 C/O, 2006 U/T Road, 2007 U/T Road, 2007A L/T Bds, 2009 Pass-Through and 2009 L/T Bds	7,433,688
5	4/23/15	L/T Refunding Bonds, Taxable Series 2015	Portions of 2005 U/T Refunding	1,797,900
6	10/28/14	L/T Refunding Bonds, Series 2014 (Convertible Direct Purchase Bonds)	Portions of 2006 U/T Ref and 2006A L/T Ref	7,430,164
7	5/8/13	L/T Refunding Bonds, Series 2013	Portions of 2006 C/Os, 2006 U/T Road, 2007 U/T Road and 2007A L/T	7,600,832
8	12/18/12	L/T Refunding Bonds, Taxable Series 2012	Portions of 2004 U/T Road & Ref and 2004 L/T Ref	4,720,783
9	3/21/12	L/T Refunding Bonds, Series 2012	Portions of 2004 U/T Road & Ref, 2006 C/Os, 2006 U/T Road, 2006 PTF and 2007 U/T Road	13,852,773
10	11/30/11	L/T Refunding Bonds, Series 2011	Portions of 2004 U/T Road & Ref, 2004 L/T Ref and 2006 Pass-Through	2,670,494
11	11/18/10	L/T Refunding Bonds, Series 2010	Portions of 2001 U/T Road, 2002A L/T GO and 2006 Pass-Through	685,563
12	11/18/06	L/T Refunding Bonds, Series 2006A	Portions of 2001A GO & Ref and 2002A GO Bonds	1,090,215
13	11/16/06	U/T Refunding Bonds, Series 2006	Portions of 2001 U/T Road and 2002 U/T Road	5,097,526
14	4/5/05	U/T Refunding Bonds, Series 2005	Portions of 2001 U/T Road and 2002 U/T Road	4,337,171
15	4/13/04	L/T Refunding Bonds, Series 2004A	Portions of 2000 C/Os and 2000A C/Os	6,953,224
				\$ 77,166,956

Discussion Materials | Current Refunding Opportunity

Preliminary Current Refunding Summary

Refunded Bonds				
Issue	Maturities	Interest Rates	Amount	Callable Beginning
Series 2010 L/T Refunding	2021-2026	4.000%	\$ 8,885,000	2/15/2020
Series 2011 Road Bonds	2021	3.000%	2,755,000	2/15/2020
			\$ 11,640,000	

Preliminary Summary of Results	
Est. Par Amount of Refunding Bonds	\$ 10,725,000
Est. True Interest Cost (TIC)	1.411%
Est.Total Debt Service Savings	\$ 749,334
Est. Net Present Value Savings (\$)	707,640
Net Present Value Savings (%)	6.079%

Projected Annual Savings			
Fiscal Year	Existing D/S	Post-Ref Net D/S	Est. Savings
2020	\$ 438,050	\$ 429,916	\$ 8,134
2021	3,313,425	3,188,250	125,175
2022	2,333,300	2,208,875	124,425
2023	2,330,700	2,208,750	121,950
2024	2,329,800	2,203,875	125,925
2025	2,335,300	2,208,875	126,425
2026	117,300	-	117,300
\$ 13,197,875		\$ 12,448,541	\$ 749,334

Note: Preliminary refunding analysis based on market conditions as of November 25, 2019 for purposes of illustration only. Preliminary, subject to change.

Discussion Materials | Road Bond Scenarios

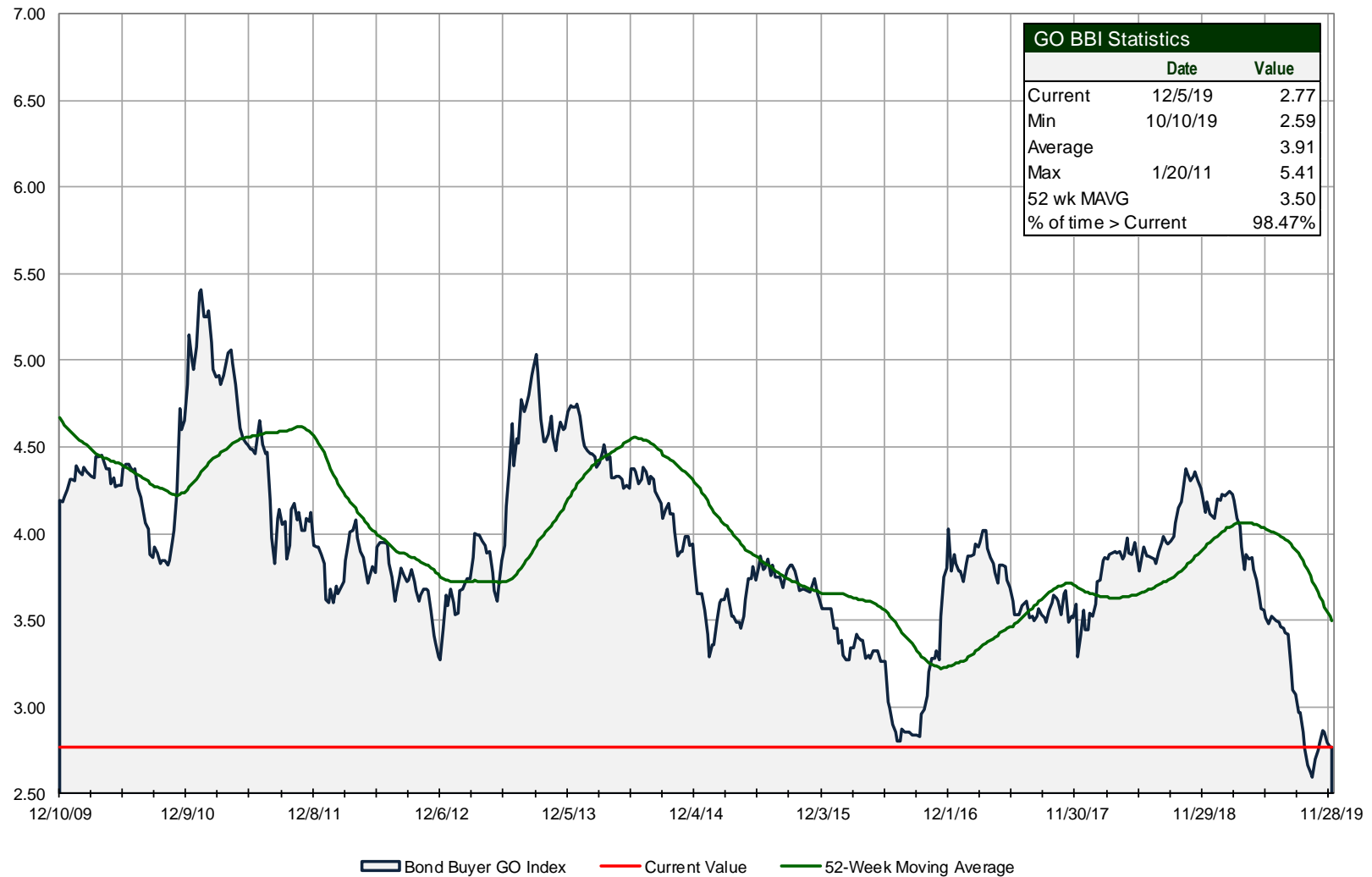
Comparison of Financing Terms on \$250 Million and \$300 Million Project Amounts

	\$250,000,000 Road Bond Issue			\$300,000,000 Road Bond Issue		
	15-Year Issue	20-Year Issue	25-Year Issue	15-Year Issue	20-Year Issue	25-Year Issue
Final Maturity	2035	2040	2045	2035	2040	2045
Average Life	8.930 years	12.141 years	15.541 years	8.930 years	12.141 years	15.541 years
True Interest Cost (TIC)	2.301%	2.794%	3.142%	2.300%	2.794%	3.141%
Total Projected Debt Service	\$299,161,699	\$330,574,639	\$365,685,913	\$358,881,167	\$396,560,044	\$438,687,074
Average Annual Debt Service	\$19,944,113	\$16,528,732	\$14,627,437	\$23,925,411	\$19,828,002	\$17,547,483

Preliminary analysis assumes a February 13, 2020 delivery date and current market rates as of November 22, 2019 for purposes of illustration only. Preliminary, subject to change.

Discussion Materials | Current Market Information

Ten-Year History of The Bond Buyer's 20 Bond G.O. Index



Commissioners Court - Regular Session**69.****Meeting Date:** 12/17/2019

Unlimited Tax Road Bonds Order 2020

Submitted By: Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consideration and action with respect to "Order Authorizing the Issuance of Williamson County, Texas Unlimited Tax Road Bonds in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving Paying Agent/Registrar Agreements, Official Statements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds."

Background

Carol Polumbo, Bond Counsel, of McCall Parkhurst & Horton and Dan Wegmiller, Financial Advisor, of Specialized Public Finance will be here to answer questions regarding these documents and the sale of Road Bonds.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsUnlimited Tax Road Bonds Order 2020

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 09:04 AM

Started On: 12/12/2019 08:42 AM

**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS
UNLIMITED TAX ROAD BONDS IN ONE OR MORE SERIES; LEVYING AN AD
VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING PAYING
AGENT/REGISTRAR AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE
AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND
DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING
OTHER MATTERS RELATING TO THE BONDS**

Adopted December 17, 2019

**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS
UNLIMITED TAX ROAD BONDS IN ONE OR MORE SERIES; LEVYING AN AD
VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING PAYING
AGENT/REGISTRAR AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE
AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND
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**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS
UNLIMITED TAX ROAD BONDS IN ONE OR MORE SERIES; LEVYING AN AD
VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING PAYING
AGENT/REGISTRAR AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE
AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND
DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING
OTHER MATTERS RELATING TO THE BONDS**

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, on the 6th day of August, 2019, in accordance with Chapter 1251, Texas Government Code, as amended, the Texas Election Code, as amended, and other general laws, the Commissioners Court of Williamson County, Texas (the "County") adopted an "Order Calling a Bond Election for November 5, 2019; Designating Voter Centers; Providing for Early voting and Election Date Voting; Provision for Performance of Required Administrative Duties; Providing for Conduct of the Election; and Providing for Other Matters related to Such Election" with such election to be held within the County on November 5, 2019 to submit to the voters of the County two different propositions to authorize the bonds hereinafter stated; and

WHEREAS, the voters of the County authorized the Commissioners Court of the County to issue the bonds set forth in Proposition A which aggregates \$412,000,000 in principal amount for road projects and Proposition B which aggregates \$35,000,000 in principal amount for park purposes; and

WHEREAS, the Commissioners Court has determined it is in the best interest of the County to issue one or more series of bonds from Proposition A; and

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The bond or bonds of the County are hereby authorized pursuant to Article III, Section 52 of the Texas Constitution and Chapters 1251, 1371 and 1471, Texas Government Code, to be issued and delivered in the aggregate principal amount not to exceed \$300,000,000 for the purpose of funding road projects as set forth in Proposition A and pay certain costs of issuance of the Bonds.

Section 2. DEFINITIONS. When used in this Order, except in Section 5, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Accreted Value" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to each Pricing Certificate relating to the Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to each Pricing Certificate, if necessary, that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"Bonds" means and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered for each Series pursuant to this Bond Order and the respective Pricing Certificate for the Bonds and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Bond Order" or "Order" means this Order of the Commissioners Court authorizing the issuance of one or more Series the Bonds.

"Business Day" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Commissioners Court" means the governing body of the County.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to each Pricing Certificate.

"County" means Williamson County, Texas and any other public agency succeeding to the powers, rights, privileges, and functions of the County and, when appropriate, the Commissioners Court of the County.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in each Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Fiscal Year" means the twelve-month accounting period for the County, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Commissioners Court.

"Initial Bond(s)" means the Bond(s) authorized, issued, and initially delivered as provided in Section 3 of this Bond Order.

"Interest Payment Date" means a date on which interest on the Current Interest Bonds is due and payable as set forth in each Pricing Certificate.

"Issuance Date" means the date of delivery of a Series of the Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Outstanding" when used with reference to Bonds, means, as of a particular date, all Bonds theretofore and thereupon delivered except; (a) any Bond canceled by or on behalf of the County at or before said date, (b) any Bond defeased or no longer considered Outstanding pursuant to the provisions of this Order or otherwise defeased as permitted by applicable law and (c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Order.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in each Pricing Certificate.

"Pricing Certificate" means each Pricing Certificate of the County's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of one or more series of the Bonds.

"Pricing Officer" means the County Auditor, acting as the designated pricing officer of the County to execute each Pricing Certificate. In the absence of the County Auditor, the County Judge may act as the designated pricing officer of the County to execute each Pricing Certificate.

"Record Date" means, with respect to an Interest Payment Date, those dates set forth in each Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Bond Order and each Pricing Certificate.

"Register" means the registry system maintained on behalf of the County by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Bond is registered.

"Registrar" or "Paying Agent/Registrar" means BOKF, NA, or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the County to act as paying agent and registrar for the Bonds in accordance with the terms of this Bond Order.

"Replacement Bonds" means the Bonds authorized by the County to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 9 of this Bond Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"Series" means any designated series of Bonds issued pursuant to this Order.

"SEC" means the United States Securities and Exchange Commission.

"Tax Exempt Bonds" means each Series of Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

"Taxable Series" means each Series of Bonds bearing interest at a taxable rate.

"Tax Exempt Series" means each Series of Tax Exempt Bonds.

"Underwriter" means the senior managing underwriter as selected by the Pricing Officer for each series of the Bonds issued pursuant to this Bond Order and the other co-managers for each Series of Bonds as the Pricing Officer deems appropriate.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND DELEGATION TO PRICING OFFICER. (a) Each bond issued pursuant to this Order shall be designated: **"WILLIAMSON COUNTY, TEXAS UNLIMITED TAX ROAD BOND"** and initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered Bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1, respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, with each Series of Bonds maturing not later than twenty-five (25) years from the date of each series of the Bonds, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in each Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Order. The title of each Series of the Bonds shall be designated by the year in which it is awarded pursuant to Section 3(b) below. The authority for the Pricing Officer to execute and deliver each Pricing Certificate for a Series of Bonds shall expire at 5:00 p.m. C.S.T on December 17, 2020. A Series of Bonds priced on or before December 17, 2020 may be delivered to the Underwriters or purchasers, as applicable, after such date.

(b) As authorized by Section 1371.053, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering one or more Series of the Bonds, determining if a Series of Bonds is a Tax Exempt Series or a Taxable Series and carrying out the other procedures specified in this Order, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in each Pricing Certificate; provided that (i) the price to be paid for a Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery and (ii) the net effective interest rate of the Bonds, or yield in the case of Premium Compound Interest Bonds, shall not be greater than the maximum rate allowed by law. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

(c) To achieve advantageous borrowing costs for the County, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in each Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on a Series of the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the Underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the County. The Pricing Officer, acting for and on behalf of the County, is authorized to enter into and carry out a Bond Purchase Contract or other agreement for a Series of the Bonds to be sold by negotiated sale or placement, with the Underwriters or placement purchasers respectively, at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3(b) above. Each Bond Purchase Contract or other agreement shall be substantially in the form and substance previously approved by the County in connection with the previously issued ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

(d) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Order to their respective dates of maturity or redemption at the rates per annum set forth in each Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in each Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to each Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day

months) from such last preceding Compounding Date to the next succeeding Compounding Date.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The County shall keep or cause to be kept at BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bonds (the "Register"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations and conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Register the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for exchange. No additional orders or resolutions need be passed or adopted by the Commissioners Court of the County or any other body or person so as to accomplish the foregoing exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order and the Pricing Certificate. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect

to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new Record Date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) In General. The Bonds (I) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Order. The Initial Bond(s) are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Initial Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and except as provided in subsection (f) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of principal, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC

Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations of the County to DTC.

(h) Initial Bond(s). The Bonds herein authorized shall be initially issued as fully registered Bonds, being one Bond in the denomination of the applicable principal amount and the Initial Bond shall be registered in the name of the Underwriter. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Underwriters or initial purchaser, as applicable. Immediately after the delivery of the Initial Bond(s), the Paying Agent/Registrar shall cancel the Initial Bond(s) delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f) herein, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(I) DTC Blanket Letter of Representations. The County confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to each Series of the Bonds.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order and the Pricing Certificate.

FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS

NO. R-	UNITED STATES OF AMERICA	PRINCIPAL
	STATE OF TEXAS	AMOUNT
	WILLIAMSON COUNTY	\$ _____

<u>INTEREST RATE</u>	<u>DATE OF BOND</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
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PRINCIPAL AMOUNT: _____ **DOLLARS**

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at BOKF, NA, (the "Paying Agent/Registrar") at their office in Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Bond (the "Bond Order") to

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be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business as of the last day of the month preceding each such date (the "Record Date") on the Register kept by the Paying Agent/Registrar (the "Register"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein or upon the redemption of this Bond prior to maturity shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST BONDS

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY	MATURITY AMOUNT \$ _____
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WILLIAMSON COUNTY, TEXAS
UNLIMITED TAX ROAD BONDS,
SERIES _____ *

<u>INTEREST RATE</u>	<u>ISSUANCE DATE</u>	<u>DATE OF BONDS</u>	<u>MATURITY DATE</u>
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REGISTERED OWNER:

MATURITY AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____, 20____*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of BOKF, NA, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the County required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The County covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the county where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____*
[CONSTITUTING \$_____ CURRENT INTEREST BONDS AND \$_____ PREMIUM COMPOUND INTEREST BONDS] FOR THE PURPOSE OF FUNDING ROAD PROJECTS AS SET FORTH IN PROPOSITION A AS PROVIDED IN THE PREAMBLE TO THIS ORDER AND PAYING CERTAIN COSTS OF ISSUANCE OF THE BONDS.**

(INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE PRICING CERTIFICATE)

ON _____, or on any date thereafter, the Bonds maturing on and after _____ may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the County and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000).

[THE BONDS MATURING ON _____* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Bonds Maturing on _____*	
<u>Mandatory Redemption Date</u> *	<u>Principal Amount</u> *
_____†	\$_____†

**To be included only if Current Interest Bonds and Premium Compound Interest Bonds are both issued and completed as determined in the Pricing Certificate.

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

THE PRINCIPAL AMOUNT of the Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County by the principal amount of any Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the County with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]**

NO LESS THAN 30 calendar days prior to the date fixed for any optional redemption, the County shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Bond Order.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar

**To be included only if certain maturities of Bonds are subject to mandatory sinking fund redemption as determined by the Pricing Officer in the Pricing Certificate.

on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Order, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the County.

IN WITNESS WHEREOF, the County has caused this Bond to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk and County Treasurer, and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Bond.

County Clerk

County Judge

County Treasurer

[COUNTY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

BOKF, NA
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL CURRENT INTEREST BOND

The Initial Bond for a Current Interest Bond shall be in the form set forth in this Section, except that;

A. immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED BELOW, Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner

specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
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(Information from Pricing Certificate to be inserted)

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____* at the respective Interest Rate per annum specified above. Interest is payable on _____* and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond for a Current Interest Bond shall be numbered "T-1" and the Initial Bond for a Premium Compound Interest Bond shall be numbered "TPC-1"

Section 6. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the County at an official depository bank of the County. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the Commissioners Court of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures; and the tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment. Any accrued interest shall be deposited in the Interest and Sinking Fund.

Section 7. DISPOSITION OF PROCEEDS. Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the Pricing Officer as follows:

(i) any underwriting discount or fees for the Bonds may be retained by and/or wired directly to such parties;

(ii) any accrued interest shall be deposited into the Interest and Sinking Fund;
and

(iii) an amount sufficient to pay the remaining costs of issuance of the Bonds and the cost of the projects authorized in Section 1 of this Order.

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of and interest on the Current Interest Bonds and Maturity Amounts in the case of Premium Compound Interest Bond.

Accrued Interest and Premium. Any accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund. Any premium on the Bonds shall be deposited as provided in the Pricing Certificate.

Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Investment of Funds. The County hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Order may be invested as permitted by the Public Funds Investment Act, as amended.

Security for Funds. All funds created by this Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

Maintenance of Funds. Any funds created pursuant to this Order, other than the Escrow Fund, may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the County under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the County under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Appropriation of Available Funds. There is hereby appropriated from funds of the County lawfully available for such purpose a sum sufficient to pay the interest and/or principal to become due on the Bonds prior to receipt of applicable tax receipts.

Section 8. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or commercial bank or trust company for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Order. Any money so deposited with the Paying Agent/Registrar or commercial bank or trust company as provided in this Section may at the discretion of the Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Commissioners Court.

(c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.

(d) Notwithstanding anything elsewhere in this Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the Order authorizing its issuance, the County may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Texas Government Code, Chapter 1201, this Section 9 shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The County Judge is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller

shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX EXEMPT BONDS. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Tax Exempt Bonds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax Exempt Bonds projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Tax Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax Exempt Bonds, other than investment property acquired with –

(A) proceeds of the Tax Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax Exempt Bonds or amounts treated as proceeds of the Tax Exempt Bonds, as may be necessary, so that the Tax Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Tax Exempt Bonds. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are

hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax Exempt Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax Exempt Bonds, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax Exempt Bonds under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the County Auditor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax Exempt Bonds. This Order is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Disposition of Project. The County covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax Exempt Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Allocation Of, and Limitation On, Expenditures for Project. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (i) the expenditure is made, or (ii) the purposes for which the Bonds are issued have been accomplished. The foregoing notwithstanding, the County shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (i) the fifth anniversary of the delivery of the Tax Exempt Bonds, or (ii) the date the Tax Exempt Bonds are retired, unless the County obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Tax Exempt Bonds. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 12. REMEDIES IN EVENT OF DEFAULT. In addition to all of the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds when due, or defaults

in the observance or performance of any other of the contracts, covenants, conditions or obligations set forth in this Order or in the Bonds, the following remedies shall be available:

- (a) the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the County and officials thereof to observe and perform the contracts, covenants, obligations or conditions prescribed in this Order; and
- (b) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 13. APPROVAL OF OFFICIAL STATEMENT. The Pricing Officer is hereby authorized to approve and deem final the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The County further approves the distribution of such Official Statement in the reoffering of the Bonds, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

Section 14. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. One or more Paying Agent/Registrar Agreements by and between the County and BOKF, NA, ("Paying Agent Agreement") in substantially the form and substance previously approved by the County is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary.

Section 15. CONTINUING DISCLOSURE UNDERTAKING. (a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The County shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the County ending in or after 2019, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 14 of this Order, being information of the type described in each Pricing Certificate, including financial statements of the County if audited financial statements of the County are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the official statement, and (ii) audited, if the County commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the County shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) Event Notices. The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender;

9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the County;
13. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or government authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2019.

The County shall file notice with the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Subsection (b) of this Section by the timer required by such Subsection.

(d) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 8 of this Order that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed

circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to Section (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 16. AMENDMENT OF ORDER. The County hereby reserves the right to amend this Order subject to the following terms and conditions, to-wit:

(a) The County may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Order in order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the holders, (iv) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Order as shall not be inconsistent with the provisions of this Order and that shall not in the opinion of the County's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then Outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the County; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then

Outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the Outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the Outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any Outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on Outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the County shall desire to amend this Order under this Section, the County shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the County for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then Outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the County may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the County and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the County, but such revocation shall not be effective if

the holders of 51% in aggregate principal amount of the affected Bonds then Outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 17. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Order against any official of the County or any person executing any Bonds.

Section 18. FURTHER ACTIONS. The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement, the Escrow Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the County Judge, the County Clerk, the County Treasurer, the Financial Advisor, the County Attorney, and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the County whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 19. NONPRESENTMENT OF BONDS. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or if the Maturity Amounts of Premium Compound Interest Bond become due, if moneys sufficient to pay such Bond shall have been deposited with the Paying Agent/Registrar, it shall be the duty of the Paying Agent/Registrar to hold such moneys, without liability to the County, any Owner, or any other person for interest thereon, for the benefit of the Owner of such Bond.

Any moneys so deposited with and held by the Paying Agent/Registrar due to nonpresentment of Bonds must be retained by the Paying Agent/Registrar for a period of at least two years after the final maturity date of the Bonds or advance refunding date, if applicable. Thereafter, to the extent permitted by the unclaimed property laws of the State, such amounts shall be paid by the Paying Agent/Registrar to the County, free from the trusts created by this Order and Owners shall be entitled to look only to the County for payment, and then only to the extent of the amount so repaid by the Paying Agent/Registrar.

Section 20. EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS. Whenever this Order requires any action to be taken on a Saturday, Sunday, or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Order

the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 21. PARTIAL INVALIDITY. If any one or more of the covenants or agreements or portions thereof provided in this Order on the part of the County should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Order and the invalidity thereof shall in no way affect the validity of the other provisions of this Order or of the Bonds, but the Owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

Section 22. BOND INSURANCE. (a) Purchase of Insurance. In connection with the sale of the Bonds, the County may obtain municipal bond insurance policies from one or more Bond Insurers to guarantee the full and complete payment required to be made by or on behalf of the County on some or all of the Bonds as determined by the Pricing Officer. The Pricing Officer is hereby authorized to sign a commitment letter with a Bond Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to a Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of a Bond Insurer, and any such provisions shall be read and interpreted as an integral part of this Order.

(b) Rights of Bond Insurer(s). As long as a Bond Insurer is not in default on the related bond insurance policy for the Bonds or in bankruptcy, the Bond Insurer shall be deemed to be the sole Owner of such Bonds insured by it for all purposes of this Order or the Master Order.

Section 23. CREDIT AGREEMENT. To the extent permitted by law, the County reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the County Auditor that such Credit Agreements are in the best interest of the County given the market conditions at the time.

Section 24. INTERPRETATIONS. All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 25. INCONSISTENT PROVISIONS. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 26. INTERESTED PARTIES. Nothing in this Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Bonds.

Section 27. SEVERABILITY. The provisions of this Order are severable; and in case any one or more of the provisions of this Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 28. REPEALER. All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 29. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Order or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Commissioners Court or any officer, agent, employee or representative of the County in his individual capacity, and neither the Commissioners Court, directors, members, officers, agents, employees or representatives of the County nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed in relation to the issuance of the Bonds, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 30. PAYMENT OF ATTORNEY GENERAL FEE. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, per Series provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the County's staff is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Bonds.

EXHIBIT A

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

Accounting Principles

The accounting principles of the County relating to funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

Commissioners Court - Regular Session**70.****Meeting Date:** 12/17/2019

Limited Tax Park Bonds Order 2020

Submitted By: Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consideration and action with respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Park Bonds in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving the Forms of Paying Agent/Registrar Agreements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds."

Background

Carol Pumbo, Bond Counsel, of McCall Parkhurst & Horton and Dan Wegmiller, Financial Advisor, of Specialized Public Finance will be available to answer questions regarding the sale of Park Bonds and related documents.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsLimited Tax Park Bonds Order 2020

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 09:13 AM

Started On: 12/12/2019 08:49 AM

**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS
LIMITED TAX PARK BONDS IN ONE OR MORE SERIES; LEVYING AN AD
VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING THE FORMS OF
PAYING AGENT/REGISTRAR AGREEMENTS AND PURCHASE AGREEMENTS;
ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR
MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS
RELATING TO THE BONDS**

Adopted December 17, 2019

**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS
LIMITED TAX PARK BONDS IN ONE OR MORE SERIES; LEVYING AN AD
VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING THE FORMS OF
PAYING AGENT/REGISTRAR AGREEMENTS AND PURCHASE AGREEMENTS;
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**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS
LIMITED TAX PARK BONDS IN ONE OR MORE SERIES; LEVYING AN AD
VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING THE FORMS OF
PAYING AGENT/REGISTRAR AGREEMENTS AND PURCHASE AGREEMENTS;
ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR
MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS
RELATING TO THE BONDS**

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, on the 6th day of August, 2019, in accordance with Chapter 1251, Texas Government Code, as amended, the Texas Election Code, as amended, and other general laws, the Commissioners Court of Williamson County, Texas (the "County") adopted an "Order Calling a Bond Election for November 5, 2019; Designating Voter Centers; Providing for Early voting and Election Date Voting; Provision for Performance of Required Administrative Duties; Providing for Conduct of the Election; and Providing for Other Matters related to Such Election" with such election to be held within the County on November 5, 2019 to submit to the voters of the County two different propositions to authorize the bonds hereinafter stated; and

WHEREAS, the voters of the County authorized the Commissioners Court of the County to issue the bonds set forth in Proposition A which aggregates \$412,000,000 in principal amount for road projects and Proposition B which aggregates \$35,000,000 in principal amount for park purposes; and

WHEREAS, the Commissioners Court has determined it is in the best interest of the County to issue one or more series of bonds from Proposition B; and

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The bond or bonds of the County are hereby authorized to be issued and delivered in accordance with the Constitution and the laws of the State of Texas, including particularly Chapters 1251 and 1371, Texas Government Code, as amended, and Chapter 331, Texas Local Government Code, as amended, to be issued and delivered in the aggregate principal amount not to exceed \$35,000,000 for the purpose of funding park projects as set forth in Proposition B and pay certain costs of issuance of the Bonds. The park bonds may be issued in combination with any limited tax refunding bonds, if such refunding bonds are issued.

Section 2. DEFINITIONS. When used in this Order, except in Section 5, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Accreted Value" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to each Pricing Certificate relating to the Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to each Pricing Certificate, if necessary, that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"Bonds" means and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered for each Series pursuant to this Bond Order and the respective Pricing Certificate for the Bonds and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Bond Order" or "Order" means this Order of the Commissioners Court authorizing the issuance of one or more Series the Bonds.

"Business Day" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Commissioners Court" means the governing body of the County.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to each Pricing Certificate.

"County" means Williamson County, Texas and any other public agency succeeding to the powers, rights, privileges, and functions of the County and, when appropriate, the Commissioners Court of the County.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in each Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Fiscal Year" means the twelve-month accounting period for the County, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Commissioners Court.

"Initial Bond(s)" means the Bond(s) authorized, issued, and initially delivered as provided in Section 3 of this Bond Order.

"Interest Payment Date" means a date on which interest on the Current Interest Bonds is due and payable as set forth in each Pricing Certificate.

"Issuance Date" means the date of delivery of a Series of the Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Outstanding" when used with reference to Bonds, means, as of a particular date, all Bonds theretofore and thereupon delivered except; (a) any Bond canceled by or on behalf of the County at or before said date, (b) any Bond defeased or no longer considered Outstanding pursuant to the provisions of this Order or otherwise defeased as permitted by applicable law and

(c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Order.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in each Pricing Certificate.

"Pricing Certificate" means each Pricing Certificate of the County's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of one or more series of the Bonds.

"Pricing Officer" means the County Auditor, acting as the designated pricing officer of the County to execute each Pricing Certificate. In the absence of the County Auditor, the County Judge may act as the designated pricing officer of the County to execute each Pricing Certificate.

"Record Date" means, with respect to an Interest Payment Date, those dates set forth in each Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Bond Order and each Pricing Certificate.

"Register" means the registry system maintained on behalf of the County by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Bond is registered.

"Registrar" or "Paying Agent/Registrar" means the bank, trust company, financial institution, or other entity designated by the Pricing Officer to act as paying agent and registrar for the Bonds in accordance with the terms of this Bond Order.

"Replacement Bonds" means the Bonds authorized by the County to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 9 of this Bond Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"Series" means any designated series of Bonds issued pursuant to this Order.

"SEC" means the United States Securities and Exchange Commission.

"Tax Exempt Bonds" means each Series of Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

"Taxable Series" means each Series of Bonds bearing interest at a taxable rate.

"Tax Exempt Series" means each Series of Tax Exempt Bonds.

"Underwriter" means the senior managing underwriter as selected by the Pricing Officer for each series of the Bonds issued pursuant to this Bond Order and the other co-managers for each Series of Bonds as the Pricing Officer deems appropriate.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND DELEGATION TO PRICING OFFICER. (a) Each bond issued pursuant to this Order shall be designated: "**WILLIAMSON COUNTY, TEXAS LIMITED TAX PARK BOND**" and initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered Bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1, respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, with each Series of Bonds maturing not later than twenty-five (25) years from the date of each series of the Bonds, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in each Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Order. The title of each Series of the Bonds shall be designated by the year in which it is awarded pursuant to Section 3(b) below. The authority for the Pricing Officer to execute and deliver each Pricing Certificate for a Series of Bonds shall expire at 5:00 p.m. C.S.T on December 17, 2020. A Series of Bonds priced on or before December 17, 2020 may be delivered to the Underwriters or purchasers, as applicable, after such date.

(b) As authorized by Section 1371.053, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering one or more Series of the Bonds, determining if a Series of Bonds is a Tax Exempt Series or a Taxable Series and carrying out the other procedures specified in this Order, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in each Pricing Certificate; provided that (i) the price to be paid for a Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery and (ii) the net effective interest rate of the Bonds, or yield in

the case of Premium Compound Interest Bonds, shall not be greater than the maximum rate allowed by law. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

(c) To achieve advantageous borrowing costs for the County, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in each Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on a Series of the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the Underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the County. The Pricing Officer, acting for and on behalf of the County, is authorized to enter into and carry out a Bond Purchase Contract or other agreement for a Series of the Bonds to be sold by negotiated sale or placement, with the Underwriters or placement purchasers respectively, at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3(b) above. Each Bond Purchase Contract or other agreement shall be substantially in the form and substance previously approved by the County in connection with the previously issued ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

(d) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Order to their respective dates of maturity or redemption at the rates per annum set forth in each Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in each Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to each Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the

Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The County shall keep or cause to be kept at the paying agent/registrar designated by the Pricing Officer (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bonds (the "Register"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations and conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Register the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for exchange. No additional orders or resolutions need be passed or adopted by the Commissioners Court of the County or any other body or person so as to accomplish the foregoing exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which

initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order and the Pricing Certificate. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new Record Date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Order. The Initial Bond(s) are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Initial Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the

Bonds, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and except as provided in subsection (f) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of principal, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to

interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations of the County to DTC.

(h) Initial Bond(s). The Bonds herein authorized shall be initially issued as fully registered Bonds, being one Bond in the denomination of the applicable principal amount and the Initial Bond shall be registered in the name of the Underwriter. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Underwriters or initial purchaser, as applicable. Immediately after the delivery of the Initial Bond(s), the Paying Agent/Registrar shall cancel the Initial Bond(s) delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f) herein, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) DTC Blanket Letter of Representations. The County confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to each Series of the Bonds.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively,

substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order and the Pricing Certificate.

FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS

NO. R-	UNITED STATES OF AMERICA	PRINCIPAL
	STATE OF TEXAS	AMOUNT
	WILLIAMSON COUNTY	\$ _____

WILLIAMSON COUNTY, TEXAS
LIMITED TAX PARK BONDS,
SERIES _____ *

<u>INTEREST RATE</u>	<u>DATE OF BOND</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
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REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____*, on _____* and semiannually thereafter on each _____* and _____* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

**As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the Paying Agent/Registrar at their office in _____, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Bond (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business as of the last day of the month preceding each such date (the "Record Date") on the Register kept by the Paying Agent/Registrar (the "Register"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein or upon the redemption of this Bond prior to maturity shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST BONDS

NO. R-

**UNITED STATES OF AMERICA
STATE OF TEXAS
WILLIAMSON COUNTY**

**MATURITY
AMOUNT
\$ _____**

**WILLIAMSON COUNTY, TEXAS
LIMITED TAX PARK BONDS,
SERIES _____***

INTEREST RATE ISSUANCE DATE DATE OF BONDS MATURITY DATE

REGISTERED OWNER:

MATURITY AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____, 20____*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of _____, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the County required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The County covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the county where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____*
[CONSTITUTING \$_____ CURRENT INTEREST BONDS AND \$_____ PREMIUM COMPOUND INTEREST BONDS] FOR THE PURPOSE OF FUNDING PARK PROJECTS AS SET FORTH IN PROPOSITION B AS PROVIDED IN THE PREAMBLE TO THIS ORDER AND PAYING CERTAIN COSTS OF ISSUANCE OF THE BONDS.**

(INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE PRICING CERTIFICATE)

ON _____, or on any date thereafter, the Bonds maturing on and after _____ may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the County and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000).

[THE BONDS MATURING ON _____* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

**To be included only if Current Interest Bonds and Premium Compound Interest Bonds are both issued and completed as determined in the Pricing Certificate.

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

Bonds Maturing on _____ *

Mandatory Redemption Date *

_____ †

Principal Amount *

\$ _____ †

_____ †
†Final Maturity

THE PRINCIPAL AMOUNT of the Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County by the principal amount of any Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the County with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]**

NO LESS THAN 30 calendar days prior to the date fixed for any optional redemption, the County shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Bond Order.

**To be included only if certain maturities of Bonds are subject to mandatory sinking fund redemption as determined by the Pricing Officer in the Pricing Certificate.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Order, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment within the limits prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the County.

IN WITNESS WHEREOF, the County has caused this Bond to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk and County Treasurer, and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Bond.

County Clerk

County Judge

County Treasurer

[COUNTY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the
within Bond on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL CURRENT INTEREST BOND

The Initial Bond for a Current Interest Bond shall be in the form set forth in this Section, except that;

A. immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED BELOW, Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
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(Information from Pricing Certificate to be inserted)

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____* at the respective Interest Rate per annum specified above. Interest is payable on _____* and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond for a Current Interest Bond shall be numbered "T-1" and the Initial Bond for a Premium Compound Interest Bond shall be numbered "TPC-1"

Section 6. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the County at an official depository bank of the County. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the Commissioners Court of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

such principal matures but never less than 2% of the original principal amount of the Bonds as a sinking fund each year; and the tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment. Any accrued interest shall be deposited in the Interest and Sinking Fund.

Section 7. DISPOSITION OF PROCEEDS. Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the Pricing Officer as follows:

- (i) any underwriting discount or fees for the Bonds may be retained by and/or wired directly to such parties;
- (ii) any accrued interest shall be deposited into the Interest and Sinking Fund;
and
- (iii) an amount sufficient to pay the remaining costs of issuance of the Bonds and the cost of the projects authorized in Section 1 of this Order.

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of and interest on the Current Interest Bonds and Maturity Amounts in the case of Premium Compound Interest Bond.

Accrued Interest and Premium. Any accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund. Any premium on the Bonds shall be deposited as provided in the Pricing Certificate.

Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Investment of Funds. The County hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Order may be invested as permitted by the Public Funds Investment Act, as amended.

Security for Funds. All funds created by this Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

Maintenance of Funds. Any funds created pursuant to this Order, other than the Escrow Fund, may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the County under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the County under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Appropriation of Available Funds. There is hereby appropriated from funds of the County lawfully available for such purpose a sum sufficient to pay the interest and/or principal to become due on the Bonds prior to receipt of applicable tax receipts.

Section 8. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or commercial bank or trust company for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond

hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Order. Any money so deposited with the Paying Agent/Registrar or commercial bank or trust company as provided in this Section may at the discretion of the Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Commissioners Court.

(c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.

(d) Notwithstanding anything elsewhere in this Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the Order authorizing its issuance, the County may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated,

lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Texas Government Code, Chapter 1201, this Section 9 shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The County Judge is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings

pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX EXEMPT BONDS. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Tax Exempt Bonds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax Exempt Bonds projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Tax Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax Exempt Bonds, other than investment property acquired with –

(A) proceeds of the Tax Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax Exempt Bonds or amounts treated as proceeds of the Tax Exempt Bonds, as may be necessary, so that the Tax Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Tax Exempt Bonds. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax Exempt Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax Exempt Bonds, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax Exempt Bonds under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the County Auditor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax Exempt Bonds. This Order is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Disposition of Project. The County covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax Exempt Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Allocation Of, and Limitation On, Expenditures for Project. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (i) the expenditure is made, or (ii) the purposes for which the Bonds are issued have been accomplished. The foregoing notwithstanding, the County shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (i) the fifth anniversary of the delivery of the Tax Exempt Bonds, or (ii) the date the Tax Exempt Bonds are retired, unless the County obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Tax Exempt Bonds. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not

adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 12. REMEDIES IN EVENT OF DEFAULT. In addition to all of the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds when due, or defaults in the observance or performance of any other of the contracts, covenants, conditions or obligations set forth in this Order or in the Bonds, the following remedies shall be available:

- (a) the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the County and officials thereof to observe and perform the contracts, covenants, obligations or conditions prescribed in this Order; and
- (b) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 13. APPROVAL OF OFFICIAL STATEMENT. The Pricing Officer is hereby authorized to approve and deem final the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The County further approves the distribution of such Official Statement in the reoffering of the Bonds, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

Section 14. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. One or more Paying Agent/Registrar Agreements by and between the County and as designated by the Pricing Officer, ("Paying Agent Agreement") in substantially the form and substance previously approved by the County is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary.

Section 15. CONTINUING DISCLOSURE UNDERTAKING. (a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The County shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the County ending in or after 2019, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 14 of this Order, being information of the type described in each Pricing Certificate, including financial statements of the County if audited financial statements of the County are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the official statement, and (ii) audited, if the County commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the County shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) Event Notices. The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax-exempt

status of the Bonds, or other material events affecting the tax-exempt status of the Bonds

7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the County;
13. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or government authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial

Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2019.

The County shall file notice with the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Subsection (b) of this Section by the timer required by such Subsection.

(d) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 8 of this Order that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to Section (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 16. AMENDMENT OF ORDER. The County hereby reserves the right to amend this Order subject to the following terms and conditions, to-wit:

(a) The County may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Order in order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the holders, (iv) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Order as shall not be inconsistent with the provisions of this Order and that shall not in the opinion of the County's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then Outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the County; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then Outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the Outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the Outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any Outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on Outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the County shall desire to amend this Order under this Section, the County shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the County for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then Outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the County may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the County and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then Outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 17. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Order against any official of the County or any person executing any Bonds.

Section 18. FURTHER ACTIONS. The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, the County Judge, the County Clerk, the County Treasurer, the Financial Advisor, the County Attorney, and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the County whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 19. NONPRESENTMENT OF BONDS. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or if the Maturity Amounts of Premium Compound Interest Bond become due, if moneys sufficient to pay such Bond shall have been deposited with the Paying Agent/Registrar, it shall be the duty of the Paying Agent/Registrar to hold such moneys, without liability to the County, any Owner, or any other person for interest thereon, for the benefit of the Owner of such Bond.

Any moneys so deposited with and held by the Paying Agent/Registrar due to nonpresentment of Bonds must be retained by the Paying Agent/Registrar for a period of at least two years after the final maturity date of the Bonds or advance refunding date, if applicable. Thereafter, to the extent permitted by the unclaimed property laws of the State, such amounts shall be paid by the Paying Agent/Registrar to the County, free from the trusts created by this

Order and Owners shall be entitled to look only to the County for payment, and then only to the extent of the amount so repaid by the Paying Agent/Registrar.

Section 20. EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS.

Whenever this Order requires any action to be taken on a Saturday, Sunday, or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Order the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 21. PARTIAL INVALIDITY. If any one or more of the covenants or agreements or portions thereof provided in this Order on the part of the County should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Order and the invalidity thereof shall in no way affect the validity of the other provisions of this Order or of the Bonds, but the Owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

Section 22. BOND INSURANCE. (a) Purchase of Insurance. In connection with the sale of the Bonds, the County may obtain municipal bond insurance policies from one or more Bond Insurers to guarantee the full and complete payment required to be made by or on behalf of the County on some or all of the Bonds as determined by the Pricing Officer. The Pricing Officer is hereby authorized to designate as Bond Insurer and authorized to sign a commitment letter with a Bond Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to a Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of a Bond Insurer, and any such provisions shall be read and interpreted as an integral part of this Order.

(b) Rights of Bond Insurer(s). As long as a Bond Insurer is not in default on the related bond insurance policy for the Bonds or in bankruptcy, the Bond Insurer shall be deemed to be the sole Owner of such Bonds insured by it for all purposes of this Order or the Master Order.

Section 23. CREDIT AGREEMENT. To the extent permitted by law, the County reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the County Auditor that such Credit Agreements are in the best interest of the County given the market conditions at the time.

Section 24. INTERPRETATIONS. All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 25. INCONSISTENT PROVISIONS. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 26. INTERESTED PARTIES. Nothing in this Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Bonds.

Section 27. SEVERABILITY. The provisions of this Order are severable; and in case any one or more of the provisions of this Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 28. REPEALER. All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 29. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Order or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Commissioners Court or any officer, agent, employee or representative of the County in his individual capacity, and neither the Commissioners Court, directors, members, officers, agents, employees or representatives of the County nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed in relation to the issuance of the Bonds, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 30. PAYMENT OF ATTORNEY GENERAL FEE. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the

principal amount of the Bonds or (ii) \$9,500, per Series provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the County's staff is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Bonds.

EXHIBIT A

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

Accounting Principles

The accounting principles of the County relating to funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

Commissioners Court - Regular Session**71.****Meeting Date:** 12/17/2019

Limited Tax Refunding Bonds Order 2020

Submitted By: Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consideration and action with Respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Refunding Bonds in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving the Forms of Paying Agent/Registrar Agreements, the Forms of Purchase Agreements and Escrow Agreements; Establishing Procedures for Selling and Delivering One ore More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds."

Background

Carol Pumbo, Bond Counsel, of McCall Parkhurst and Horton and Dan Wegmiller, Financial Advisor, of Specialized Public Finance will be present to answer questions regarding the possible sale of Refunding Bonds and legal documents associated with the sale.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsLimited Tax Refunding Bonds Order 2020

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 09:16 AM

Started On: 12/12/2019 08:54 AM

**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; LEVYING AN AD
VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING THE FORMS OF
PAYING AGENT/REGISTRAR AGREEMENTS, THE FORMS OF PURCHASE
AGREEMENTS AND ESCROW AGREEMENTS; ESTABLISHING THE
PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE
BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS**

Adopted December 17, 2019

**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; LEVYING AN AD
VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING THE FORMS OF
PAYING AGENT/REGISTRAR AGREEMENTS, THE FORMS OF PURCHASE
AGREEMENTS AND ESCROW AGREEMENTS; ESTABLISHING THE
PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE
BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS**

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EXHIBIT A – Description of Annual Financial Information

**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; LEVYING AN AD
VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING THE FORMS OF
PAYING AGENT/REGISTRAR AGREEMENTS, THE FORMS OF PURCHASE
AGREEMENTS AND ESCROW AGREEMENTS; ESTABLISHING THE
PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE
BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS**

THE STATE OF TEXAS

'

'

COUNTY OF WILLIAMSON

'

WHEREAS, the County has duly issued and there is now outstanding various series of limited and unlimited ad valorem tax obligations; and.

WHEREAS, the County now desires to issue refunding bonds to refund all or a portion of such outstanding ad valorem tax obligations (collectively, the "Refundable Obligations," and those Refundable Obligations designated by the Pricing Officer in each Pricing Certificate, each as defined herein, to be refunded are herein referred to as the "Refunded Obligations"); and

WHEREAS, the Commissioners Court of the County deems it advisable and in the best interest of the County to refund the Refunded Obligations in order to achieve a net present value debt service savings of not less than 3.00% of the principal amount of the Refunded Obligations net of any County contribution with such savings, among other information and terms to be included in each pricing certificate to be executed by the County Auditor, acting as the designated pricing officer of the County, or, in the absence of the County Auditor, the County Judge, all in accordance with the provisions of Chapters 1207 and 1371, Texas Government Code, as amended; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the County to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations or a commercial bank or trust company, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the County to enter into an escrow agreement with a paying agent for the Refunded Obligations or a commercial bank or trust company with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the County and such paying agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities, as defined herein; and

WHEREAS, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and

WHEREAS, all the Refundable Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized: and

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF EACH SERIES OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The bond or bonds of the County are hereby authorized pursuant to Chapters 1371 and 1207, Texas Government Code to be issued and delivered in the maximum aggregate principal amount not to exceed \$250,000,000 for the purpose of: (i) refunding the Refunded Obligations and (ii) paying costs of issuance of the Bonds.

Section 2. DEFINITIONS. When used in this Order, except in Section 5, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Accreted Value" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to each Pricing Certificate relating to the Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to each Pricing Certificate, if necessary, that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"Bonds" means one or more Series of the Bonds and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Bond Order and the Pricing Certificate and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Bond Insurer" means the insurer, if any, of any Series of the Bonds.

"Bond Order" or "Order" means this Order of the Commissioners Court authorizing the issuance of one or more Series of the Bonds.

"Business Day" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Commissioners Court" means the governing body of the County.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to each Pricing Certificate.

"County" means Williamson County, Texas and any other public agency succeeding to the powers, rights, privileges, and functions of the County and, when appropriate, the Commissioners Court of the County.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in each Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Escrow Agent" means the escrow agent designated by the Pricing Officer or any successor escrow agent under the Escrow Agreement.

"Escrow Agreement" means the agreement by and between the County and the Escrow Agent relating to the defeasance of the Refunded Bonds.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Fiscal Year" means the twelve-month accounting period for the County, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Commissioners Court.

"Initial Bond(s)" means the Bond(s) authorized, issued, and initially delivered as provided in Section 3 of this Bond Order.

"Interest Payment Date" means a date on which interest on the Current Interest Bonds is due and payable as set forth in each Pricing Certificate.

"Issuance Date" means the date of delivery of a Series of the Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Outstanding" when used with reference to Bonds, means, as of a particular date, all Bonds theretofore and thereupon delivered except; (a) any Bond canceled by or on behalf of the County at or before said date, (b) any Bond defeased or no longer considered Outstanding pursuant to the provisions of this Order or otherwise defeased as permitted by applicable law and (c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Order.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in each Pricing Certificate.

"Pricing Certificate" means each Pricing Certificate of the County's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of one or more series of Bonds.

"Pricing Officer" means the County Auditor, acting as the designated pricing officer of the County to execute each Pricing Certificate. In the absence of the County Auditor, the County Judge may act as the designated pricing officer of the County to execute each Pricing Certificate.

"Record Date" means, with respect to an Interest Payment Date, the dates are set forth in each Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Bond Order and each Pricing Certificate.

"Refundable Obligations" means all or a portion of the outstanding unlimited and limited ad valorem tax obligations of the County.

"Refunded Obligations" means those Refundable Obligations designated by the Pricing Officer in each Pricing Certificate to be refunded.

"Register" means the registry system maintained on behalf of the County by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Bond is registered.

"Registrar" or "Paying Agent/Registrar" means the paying agent/registrar designated by the Pricing Officer or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the County to act as paying agent and registrar for the Bonds in accordance with the terms of this Bond Order.

"Replacement Bonds" means the Bonds authorized by the County to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 9 of this Bond Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Series" means any designated series of Bonds issued pursuant to this Order.

"Tax Exempt Bonds" means each Series of Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

"Taxable Series" means each Series of Bonds bearing interest at a taxable rate.

"Tax Exempt Series" means each Series of Tax Exempt Bonds.

"Underwriter" means the senior managing underwriter as selected by the Pricing Officer for each series of the Bonds issued pursuant to this Bond Order and the other co-managers for each series of Bonds as the Pricing Officer deems appropriate.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND DELEGATION OF EACH SERIES OF THE BONDS TO PRICING OFFICER. (a) Each bond issued pursuant to this Order shall be designated: "**WILLIAMSON COUNTY, TEXAS LIMITED TAX REFUNDING BOND**" and initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered bonds without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1, respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, with each Series of Bonds maturing not later than February 15, 2042 serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in each Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Order. The title of each Series of the Bonds shall be designated by the year in which it is awarded pursuant to Section 3(b) below. The authority for the Pricing Officer to execute and deliver each Pricing Certificate for a Series of the Bonds shall expire at 5:00 p.m. C.D.T. on December 17, 2020. Bonds priced on or before

December 17, 2020 may be delivered to the Underwriters or initial purchaser, as applicable, after such date.

(b) As authorized by Chapter 1371 and Section 1207.007, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering one or more Series of the Bonds, determining if a Series of Bonds is a Taxable Series or a Tax Exempt Series and determining which of the Refundable Bonds shall be refunded and constitute Refunded Bonds under this Order and carrying out the other procedures specified in this Order, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Bonds, all of which shall be specified in each Pricing Certificate; provided that (i) the price to be paid for a Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the refunding must produce a net present value debt service savings of at least 3.00% of the principal amount of the Refunded Bonds, net of any County contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

(c) To achieve advantageous borrowing costs for the County, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in each Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might affect the net borrowing costs on a Series of the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the Underwriters for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the County. The Pricing Officer, acting for and on behalf of the County, is authorized to enter into and carry out a purchase agreement for a Series of the Bonds to be sold by negotiated sale or placement, with the Underwriters or placement purchasers respectively, at such price, with and subject to such terms

as determined by the Pricing Officer pursuant to Section 3(b) above. Each purchase agreement shall be substantially in the form and substance previously approved by the County in connection with the previously issued ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the County hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms and conditions of each Series of the Bonds as set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in the Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the County and the Pricing Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect.

(d) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Order to their respective dates of maturity or redemption, if applicable, at the rates per annum set forth in each Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in each Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to each Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The County shall keep or cause to be kept at the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Register"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Register the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by

law, shall not permit their inspection by any other entity. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for exchange. No additional orders or resolutions need be passed or adopted by the Commissioners Court of the County or any other body or person so as to accomplish the foregoing exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order and the Pricing Certificate. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new Record Date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Order. The Initial Bond(s) are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Initial Bond or Bonds issued under this Order the Paying

Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Register of any amount with respect to principal or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute

owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of principal, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations of the County to DTC.

(h) Initial Bond(s). The Bonds herein authorized shall be initially issued as fully registered Bonds, being one Bond in the denomination of the applicable principal amount and the Initial Bond shall be registered in the name of the Underwriter. The Initial Bond(s) shall be the Bond(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Underwriters or initial purchaser, as applicable. Immediately after the delivery of the Initial Bond(s), the Paying Agent/Registrar shall cancel the Initial Bond(s) delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f) herein, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) DTC Blanket Letter of Representations. The County confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order and the Pricing Certificate.

FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY	PRINCIPAL AMOUNT \$ _____
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**WILLIAMSON COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES _____***

<u>INTEREST RATE</u>	<u>DATE OF BOND</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
	_____*		

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____*, on _____* and semiannually thereafter on each _____* and _____* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at _____* (the "Paying Agent/Registrar") at their office in Austin, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Bond (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business as of the last day of the month preceding each such date (the "Record Date") on the Register kept by the Paying Agent/Registrar (the "Register"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein or upon the redemption of this Bond prior to maturity shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created

by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST BONDS*

NO. PC-	UNITED STATES OF AMERICA	MATURITY
	STATE OF TEXAS	AMOUNT
	WILLIAMSON COUNTY	\$ _____

**WILLIAMSON COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES _____***

<u>INTEREST RATE</u>	<u>ISSUANCE DATE</u>	<u>DATE OF BONDS</u>	<u>MATURITY DATE</u>
-----------------------------	-----------------------------	-----------------------------	-----------------------------

_____*

REGISTERED OWNER:

MATURITY AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____, 20____*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of _____, _____, Texas which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the County required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

provided, payable to the Registered Owner hereof, as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The County covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

[FORM OF REMAINDER OF EACH BOND]*

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the county where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____*
[CONSTITUTING \$_____ CURRENT INTEREST BONDS AND \$_____ PREMIUM COMPOUND INTEREST BONDS] FOR THE PURPOSE OF (i) REFUNDING THE REFUNDED OBLIGATIONS AND (ii) PAYING CERTAIN COSTS OF ISSUANCE OF THE BONDS.**

(INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE PRICING CERTIFICATE)

ON _____ **15,** _____*, or on any date thereafter, the Bonds maturing on and after _____ 15, _____* may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the County and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000).

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

** To be included only if Current Interest Bonds and Premium Compound Interest Bonds are both issued and completed as determined in the Pricing Certificate

[**THE BONDS MATURING ON** _____ **15,** _____* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Bonds Maturing on _____ 15, _____*

Mandatory Redemption Date*

_____ H

Principal Amount*

\$ _____ H

HFinal Maturity

THE PRINCIPAL AMOUNT of the Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County by the principal amount of any Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the County with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]**

NO LESS THAN 30 calendar days prior to the date fixed for any optional redemption, the County shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the

** To be included only if certain maturities of Bonds are subject to mandatory sinking fund redemption as determined by the Pricing Officer in the Pricing Certificate.

unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Bond Order.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Order, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment, within the limits prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the County.

IN WITNESS WHEREOF, the County has caused this Bond to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk and County Treasurer, and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Bond.

County Clerk

County Judge

County Treasurer

[COUNTY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

_____, Texas
Paying Agent/Registrar

By _____

Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the
within Bond on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL BONDS*

(i) The initial Current Interest Bonds shall be in the form set forth in this Section, except that:

A. immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED BELOW, Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____^{*} in each

^{*} As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this

of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
--------------	-------------------------------	-----------------------

(Information from Pricing Certificate to be inserted)

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____* at the respective Interest Rate per annum specified above. Interest is payable on _____* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

(ii) The Initial Compound Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"WILLIAMSON COUNTY, TEXAS (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on _____* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

<u>Year</u>	<u>Maturity Amounts</u>	<u>Interest Rates</u>
-------------	-------------------------	-----------------------

(Information for the Premium Compound Interest Bonds from the Pricing Certificate to be inserted)

Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____* and _____* of each year commencing _____. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

C. the Initial Premium Compound Interest Bond shall be numbered "TPC-1."

Section 6. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the County at an official depository bank of the County. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the Commissioners Court of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment within the legal limits prescribed by law. Accrued interest shall be deposited in the Interest and Sinking Fund. Any remaining premium after payment of costs of issuance and deposits to the Escrow Fund shall be deposited in the Interest and Sinking Fund and used to only pay principal of the Bonds.

Section 7. ESTABLISHMENT OF ESCROW FUND AND DISPOSITION OF PROCEEDS. (a) Escrow Fund. The proceeds of the Bonds less the costs of issuance and accrued interest, together with any cash contribution, in an amount necessary to refund the Refunded Obligations shall be deposited in the Escrow Fund created and governed by the terms of the Escrow Agreement substantially in the form previously used by the County in connection with refunding outstanding obligations, with such changes as approved by the Pricing Officer.

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

(b) Accrued Interest. Any accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund.

(c) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(d) Investment of Funds. The County hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Order, other than the Escrow Fund, may be invested as permitted by the Public Funds Investment Act, as amended. The Escrow Fund shall be invested only as directed by the Escrow Agreement.

(e) Security for Funds. All funds created by this Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

(f) Maintenance of Funds. Any funds created pursuant to this Order, other than the Escrow Fund, may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

(g) Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the County under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the County under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

(h) Appropriation of Available Funds. There is hereby appropriated from funds of the County lawfully available for such purpose a sum sufficient to pay the interest and/or principal to become due on the Bonds prior to receipt of applicable tax receipts.

Section 8. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsections (c) and (e) of this Section, when payment

of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or commercial bank or trust company for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Order. Any money so deposited with the Paying Agent/Registrar or commercial bank or trust company as provided in this Section may at the discretion of the Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or commercial bank or trust company pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Commissioners Court.

(c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.

(d) Notwithstanding anything elsewhere in this Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or commercial bank or trust company pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions

of the Order authorizing its issuance, the County may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Texas Government Code, Chapter 1201, this Section 9 shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The County Judge is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX EXEMPT BONDS. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Tax Exempt Bonds or the Refunded Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax Exempt Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax Exempt Bonds or the Refunded Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Tax Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would otherwise result in the Tax Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax Exempt Bonds invested for a reasonable temporary period,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax Exempt Bonds or amounts treated as proceeds of the Tax Exempt Bonds, as may be necessary, so that the Tax Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the County that the covenants contained herein are intended to

assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax Exempt Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax Exempt Bonds, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax Exempt Bonds under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the Pricing Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. This Order is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Disposition of Project. The County covenants that the property constituting the projects financed or refinanced with the proceeds of the Tax Exempt Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 12. SALE OF BONDS. Each Series of Bonds shall be sold and delivered, pursuant to each purchase agreement by and between the County and the Underwriters or initial purchaser, as applicable, in substantially the form previously approved by the County in connection with refunding bonds at a price and under the terms set forth in each Pricing Certificate. The Pricing Officer is authorized to approve such changes to each bond purchase agreement as necessary in connection with the sale of each Series of the Bonds.

Section 13. REMEDIES IN EVENT OF DEFAULT. In addition to all of the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds when due, or defaults in the observance or performance of any other of the contracts, covenants, conditions or obligations set forth in this Order or in the Bonds, the following remedies shall be available:

- (a) the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the County and officials thereof to observe and perform the contracts, covenants, obligations or conditions prescribed in this Order; and

- (b) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 14. APPROVAL OF OFFICIAL STATEMENT. The Pricing Officer is hereby authorized to approve the Preliminary Official Statement in connection with each Series of Bonds, the Official Statement relating to each Series of the Bonds and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The County further approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

Section 15. APPROVAL OF ESCROW AGREEMENT. The Escrow Agreement in connection with each Series of the Bonds by and between the County and the Escrow Agent ("Escrow Agreement") is hereby approved, and the Pricing Officer is hereby authorized to complete, amend, modify and execute each Escrow Agreement, as necessary.

Section 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. One or more Paying Agent/Registrar Agreements in connection with each Series of the Bonds by and between the County and of the Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the Commissions Court and the Pricing Officer is hereby authorized to designate the Paying Agent/Registrar and authorized and directed to complete, amend, modify and execute each Paying Agent Agreement, as necessary.

Section 17. ESCROW AGREEMENT AND RELATED PROVISIONS

(a) The discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provision of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including designation of the Escrow Agent and insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the County by the underwriters or purchasers, (b) to maximize the County's present value savings and /or to minimize the County's costs of refunding, (c) to comply with all applicable laws and regulations relations to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this order; and, the Pricing Officer is hereby authorized to execute and deliver such Escrow Agreement on behalf of the County, in multiple counterparts.

(b) To maximize the County's present value savings and to minimize the County's costs of refunding, the County hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts , at the dates and at the redemption prices set forth in each Pricing Certificate, and the Pricing Officer is hereby authorized an directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

(c) A Pricing Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Obligations, and to execute any and all subscriptions, purchase agreement, commitments, letter of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in each Escrow Agreement.

Section 18. NOTICE TO PAYING AGENT. The Refunded Obligations shall be called for redemption pursuant to each Pricing Certificate, and the Pricing Officer is hereby authorized to direct the respective paying agents for the Refunded Obligations to make appropriate arrangements so that such Refunded Obligations may be redeemed on the respective redemption dates pursuant to the Pricing Certificate. A copy of such notice of redemption shall be delivered to the respective paying agents so mentioned in the notices.

Section 19. CONTINUING DISCLOSURE UNDERTAKING. (a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The County shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the County ending in or after 2019, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 14 of this Order, being information of the type described in each Pricing Certificate, including financial statements of the County if audited financial statements of the County are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the official statement, and (ii) audited, if the County commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the County shall file unaudited financial statements within such 12-month

period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) Event Notices. The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the County;
13. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or government authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2019.

The County shall file notice with the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Subsection (b) of this Section by the timer required by such Subsection.

(d) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 8 of this Order that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to Section (b) of this Section may be set forth in full in one or more documents or may be included by specific reference

to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 20. AMENDMENT OF ORDER. The County hereby reserves the right to amend this Order subject to the following terms and conditions, to-wit:

(a) The County may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Order in order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the holders, (iv) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Order as shall not be inconsistent with the provisions of this Order and that shall not in the opinion of the County's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then Outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the County; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then Outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the Outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the Outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any Outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on Outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the County shall desire to amend this Order under this Section, the County shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the County for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then Outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the County may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the County and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then Outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 21. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Order against any official of the County or any person executing any Bonds.

Section 22. FURTHER ACTIONS. The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement, the Escrow Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the County Judge, the County Clerk, the County Treasurer, the Financial Advisor, the County Attorney, and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office. Bond Counsel is authorized to insert into the Pricing Certificate any necessary provisions required by the Bond Insurer and agreed to by the Pricing Officer.

In case any officer of the County whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 23. INTERPRETATIONS. All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 24. INCONSISTENT PROVISIONS. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 25. INTERESTED PARTIES. Nothing in this Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Bonds.

Section 26. SEVERABILITY. The provisions of this Order are severable; and in case any one or more of the provisions of this Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 27. REPEALER. All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 28. PAYMENT OF ATTORNEY GENERAL FEE. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the County's staff is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Bonds.

EXHIBIT A

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

Accounting Principles

The accounting principles of the County relating to funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

Commissioners Court - Regular Session**72.****Meeting Date:** 12/17/2019

Video Surveillance Services at Jail

Submitted For: Randy Barker**Submitted By:** Andrew Portillo, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Ingram Technologies LLC to remove and replace aging servers at the Williamson County Jail in the amount of \$224,655.30 per DIR contract #DIR-TSO-4132 and authorizing execution of the agreement.

Background

This agreement is for the servers for the Williamson County Jail Camera System. It is a planned, budgeted item from the ITS budget to replace the aging servers. We are reducing from eight servers to three new ones that will also add greater redundancy, speed, and flexibility. Department point of contact is Richard Semple. Funding Source 01.0100.0503.005740.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[quote](#)

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 12/12/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

12/12/2019 11:11 AM

12/12/2019 11:14 AM

Started On: 12/11/2019 01:48 PM

Price Quotation LBUS-Q-945916 / Texas DIR-TSO-4132**Created 12/4/2019****Expired 1/1/2020**

Sales Rep: Scott Ingram, Desk 512-595-0285, Scott@IngramT.com www.IngramT.com

Ingram Technologies LLC

PO Box 203324

Austin, TX 78720-3324

**Bill To**

ACCOUNTS PAYABLE

Williamson County

Ship To

Williamson County

SPECIAL NOTES:

Pivot3 Quote # Q-35425-1

PRICING WITH APPROVED N30 TERMS

Ingram Technologies, LLC is pleased to provide a price Quotation for the following Pivot3 products/services: * Pricing, availability and special offers are subject to change at any time.

LINE NO	MFG NO	VENDOR	DESCRIPTION	QTY	MSRP	MSRP Total	Sale Unit Price	Ext Cust Price
1	101-9311D3-1A110	Pivot 3	Pivot3 V5-2000 160TB (16x10TB HDD), Acuity Surveillance Edition, VMware license included Dual Xeon 6138 20-core CPU 1100W PSU with C13/C14 2M pwrcd Acuity OS 10.x (Supports VMware ESXi 6.5) NIC: DC/LOM 4x10GbE BaseT & (1) PCIe 2x10GbE BaseT Acuity Base Memory Kit-V5 - 96GB RAM (12x8GB Dimms)	3	\$120,000.00	\$360,000.00	\$40,680.00	\$122,040.00
2	16-0206-05-160	Pivot 3	Pivot3 V5-2000 144TB/160TB/168TB (Watch) Standard 5 year HW Warranty & SW Support, 8x5 Phone & Email, Next Business Day Parts	3	\$11,800.00	\$35,400.00	\$10,531.60	\$31,594.80
3	101-9511D6-1A500	Pivot 3	Pivot3 V5-2000s 160TB (16x10TB HDD), Acuity Surveillance Edition Single Xeon 3104 6-core 1100W PSU with C13/C14 2M pwrcd Acuity OS 10.x (Supports VMware ESXi 6.5) NIC: DC/LOM 4x10GbE BaseT Acuity Base Memory Kit-V5 - 32GB RAM (4x8GB Dimms)	1	\$74,000.00	\$74,000.00	\$25,538.00	\$25,538.00
4	16-0209-05-160	Pivot 3	Pivot3 V5-2000s/X5-2000s 144TB/160TB (Data) Standard 5 year HW Warranty & SW Support, 8x5 Phone & Email, Next Business Day Parts	1	\$8,100.00	\$8,100.00	\$7,226.35	\$7,226.35
5	17-0125-01	Pivot 3	Standard Implementation Service - 3 to 10 Pivot3 Appliances (T&E included)	1	\$8,100.00	\$8,100.00	\$7,226.35	\$7,226.35
6	17-0106-11	Pivot 3	Full System Analysis, Optimization and Updates as Needed (T&E Required when Onsite)	1	\$4,900.00	\$4,900.00	\$4,373.10	\$4,373.10
7	17-0105-54	Pivot 3	Pivot3 Certified Professional Training - Virtual (Class must have 3 attendees to schedule)	1	\$2,500.00	\$2,500.00	\$2,825.00	\$2,825.00
8	92-0010-01	Pivot 3	VMware vSphere 6.x Standard License - Dual CPU, includes 5yrs SnS (2x VS6-STD-C & 10x VS6-STD-P-SSS-C)	3	\$8,900.00	\$26,000.00	\$7,943.90	\$23,831.70
9	92-0010-01	Pivot 3	Freight: Standard Domestic Shipping Included	4	\$0.00	\$0.00	\$0.00	\$0.00
						\$519,000.00		\$224,655.30
							Sub Total	\$224,655.30
							S&H	\$0.00
							Sales Tax	\$0.00
							MSRP TOTAL	\$519,000.00
							US Grand Total	\$224,655.30

All currency is in US Dollars

Commissioners Court - Regular Session**73.****Meeting Date:** 12/17/2019

Conduct a public hearing regarding proposed amendments to the Williamson County Subdivision Regulations

Submitted For: Terron Evertson**Submitted By:** Kelly Murphy, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

10:00 AM - Conduct a public hearing regarding proposed amendments to the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kelly Murphy

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 11:46 AM

Started On: 12/12/2019 08:35 AM

Commissioners Court - Regular Session**74.****Meeting Date:** 12/17/2019

Discuss consider and take appropriate action on amending the Williamson County Subdivision Regulations

Submitted For: Terron Everton**Submitted By:** Kelly Murphy, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on amending the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.

Background

In order to better comply with House Bill 3167, and in an effort to provide clear and predictable regulations, the Williamson County Subdivision Subcommittee proposes changes to the Subdivision Regulations as shown in the attachment.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSubdivision Regulations Proposed Changes

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kelly Murphy

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 12:06 PM

Started On: 12/12/2019 08:37 AM



Williamson County Subdivision Regulations

DRAFT

December 2019

Proposed Changes

Resolution & Order

THE STATE OF TEXAS

§

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

§

THAT ON THIS, the ____ day of _____, 2019, the Commissioners Court of Williamson County, Texas, met in duly called and convened lawful Session at the County Courthouse in 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, came up for consideration and adoption the following Resolution and Order:

WHEREAS, the Commissioners Court of Williamson County, Texas, has, after proper notice, held a public hearing concerning a proposed revision of the Williamson County Subdivision Regulation; and

WHEREAS, after soliciting the public's comments, the Commissioners Court finds that the adoption of revised Regulations will be in the public interest;

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court hereby adopts the attached document as the revised Williamson County Subdivision Regulations and **orders** that they be in full force and effect on _____, 2019; and

FURTHER RESOLVED, that County Judge Bill Gravell, Jr. be, and is hereby authorized to sign this Resolution and Order as the act and deed of the Williamson County Commissioners Court.

The foregoing Resolution and order was lawfully moved by Commissioner _____, duly seconded by Commissioner _____, and duly adopted by the Commissioners Court on a vote of _____ members for the motion and _____ members opposed with no commissioner being absent from the dais.

_____, 2019
Bill Gravell, Jr., Williamson County Judge _____ Date

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Williamson County Subdivision Regulation

On March 12, 1971, acting pursuant to Section 232.003, Texas Local Government Code, the Williamson County Flood Damage Prevention Ordinance and the Rules of the Williamson County & Cities Health District for On-Site Sewage Facilities, the Commissioners Court of Williamson County adopted the following Regulations governing the subdivision of land. They were further revised on July 10, 1972, February 23, 1976, September 28, 1978, July 20, 1992, October 19, 1992, March 15, 1993, January 24, 1995, February 1, 2000, August 20, 2013, October 24, 2017 and January 18, 2018. These Regulations shall be known as the Williamson County Subdivision Regulations.

These revised Regulations, as well as required review fees, shall apply to all new Applications received on or after the date these revised Regulations were adopted by the Williamson County Commissioners Court. Any subdivision applications that were originally submitted prior to that date shall be subject to the Regulations and any applicable fees that were in effect at the time of the original submission, unless, at the applicant's option, the applicant elects to proceed under the new regulations or requirements (reference is made to Section A4 of these Regulations). Compliance with these Regulations shall be prerequisite to the approval of any subdivision by Williamson County, except insofar as they may conflict with any applicable state statute.

Section 1 - Purpose

- 1.1 These Regulations have been prepared in general to aid in the orderly development of Williamson County, Texas, and provide guidelines which will lead to a desirable environment. Specifically they have been prepared for the following purposes:
- To furnish the Owner with guidance and assistance in the expedient preparation and approval of his or her plat.
 - To protect the citizens of Williamson County by providing subdivision and development guidelines for residential, commercial and industrial subdivisions.
 - To provide for the welfare of the public by providing guidelines for the location, design, and construction of roadways, roadway intersections, drainage improvements and other features that provide for the safety of the general public.
 - To provide for the proper arrangement and construction of roads, and to ensure the proper relationship of roads to existing or planned roads.
 - To ensure adequate access for emergency response vehicles.
 - To ensure that the Williamson County will not be burdened with substandard roads in the future.

Section 2 - Definition of Terms

2.1 **100-year Floodplain**

Any land that would be inundated by a flood having a one percent chance of occurring in any given year. FEMA refers to this as the 1% annual exceedance probability flood.

2.2 **100-year Storm**

A storm having a one percent probability of occurrence in any given year. FEMA refers to this as the 1% annual exceedance probability storm.

2.3 **Application**

A submittal that includes a completed Plat Application form (as found in Appendix D) along with all required attachments which may be required as part of that submittal and the appropriate review fee. These attachments may include, but are not limited to, drawings, drainage or geotechnical reports or electronic data files.

2.4 **Base Flood Elevation (BFE)**

The water surface elevation resulting from the flood that has a one percent chance of equaling or exceeding that level in any given year (also called the Base Flood).

2.5 **Block**

A tract of land bounded by actual or platted roads, waterways or other definite boundaries, or a combination thereof.

2.6 **County**

All references in these Regulations to the "County" shall mean Williamson County.

2.7 **Condominium Development**

A form of real property with portions of the real property designated for separate ownership or occupancy, and the remainder of the real property designated for common ownership or occupancy solely by the owners of those portions. For the purposes of these Regulations, Condominiums shall include all developments created under Chapter 82 of the Texas Property Code, also known as the Uniform Condominium Act.

2.8 **County Engineer**

All references in these Regulations to the "County Engineer" shall be construed to refer to the Williamson County Engineer or his/her representative as authorized by the Williamson County Engineer.

2.9 **Cul-de-sac**

A road having one terminus open for vehicular or pedestrian access and the other terminated by a vehicular turnaround.

2.10 **Daughter Tract/Daughter Parcel**

Any of the tracts created by division of a parent tract, including the remainder of the parent tract itself.

2.11 **Easement**

A grant by the property Owner for the use of a strip or parcel of land by the public or utilities, or for any private purpose.

2.12 **ETJ (Extraterritorial Jurisdiction)**

The unincorporated area that is contiguous to the corporate boundaries of a city, as defined by that city, and within various distances of the municipality depending on the number of inhabitants of a municipality. Within an ETJ, cities have statutory authority to adopt rules governing plats and subdivisions.

2.13 **FEMA**

The Federal Emergency Management Agency, a federal agency of the Department of Homeland Security.

2.14 **Final Plat**

A map or drawing of a proposed subdivision (1) based on an approved preliminary plat (2) prepared in accordance with the requirements of Appendix K, and in a manner suitable for recording in the Williamson County records, (3) prepared in conformance with the conditions of preliminary approval previously granted by the Commissioners Court, and (4) meeting the requirements of Section 5. It is a recording plat.

2.15 **Guidelines**

The Engineering Guidelines contained in Appendix B as part of the Williamson County Subdivision Regulations, as amended.

2.16 **Impervious Cover**

The total area of any surface that prevents the infiltration of water into the ground, such as roads, driveways, parking areas, concrete, sidewalks, structures and buildings.

2.17 **Improvements**

Any or all road pavements, curbs and gutters, sidewalks, utilities, drainage facilities, topsoil, trees, grading, signs and crosswalks, and may also include walkways, streetlights or any other items normally considered as public improvements.

2.18 **LOG**

Lip of Gutter; the front edge of the curb. The point where the curb meets the roadway pavement.

2.19 **Lot**

For the purpose of these Regulations, a parcel or tract of land exclusive of any adjoining road or road right-of-way. A lot is separated from other parcels by a legal description, a subdivision of

record or survey map, and shall meet the minimum dimensions, area and setback requirements of these Regulations.

2.20 **Major Thoroughfare**

Major thoroughfare shall mean an arterial road as defined herein, and all roads included either now or in the future in the Capitol Area Metropolitan Planning Organization (CAMPO) plan or the Williamson County Long Range Transportation Plan.

2.21 **Minimum Requirements**

Requirements when defined as minimum shall be the minimum acceptable requirements. Such requirements may be increased by the County due to unique issues pertaining to each subdivision.

2.22 **Owner**

The person(s), developer, proprietor, or their successors, possessing title and/or lien to the property to be subdivided. This can also refer to the Owner's surveyor, engineer, lawyer, or planner who has been given authority to represent the Owner.

2.23 **Parent Tract/Parent Parcel**

The original tract/parcel owned by the Owner prior to any division.

2.24 **Plans**

Construction drawings, specifications, bidding forms and other documents required for construction.

2.25 **Precinct Commissioner**

The Williamson County Commissioner in whose precinct the subdivision is located.

2.26 **Preliminary Plat**

A map or drawing of a proposed subdivision prepared and meeting the requirements of Section 4. The purpose of this map is to show the proposed improvements to the Owner's property, as well as any proposed or future planned improvements on any adjacent properties. This map is also intended to show the existing topography to evaluate the existing and proposed drainage patterns.

2.27 **Recreational Vehicle (RV)**

A motorhome, travel trailer, truck camper, camp trailer, or vehicle used for similar purpose; with or without motive power; designed for human habitation or other occupancy.

2.28 **Recreational Vehicle (RV) Development**

A form of real property with portions of the real property designated for separate ownership or occupancy, and the remainder of the real property designated for common ownership or occupancy solely by the owners of those portions.

2.29 **Registered Professional Engineer**

A person licensed, as of the date of the plan being presented, to practice engineering by the Texas Board of Professional Engineers.

2.30 **Registered Professional Land Surveyor**

A person licensed, as of the date of the plan being presented, to practice land surveying by the Texas Board of Professional Land Surveying.

2.31 **Regulations**

The Williamson County Subdivision Regulations (this document), as amended.

2.32 **Road/Street**

The terms "street" or "road" are interchangeable and mean a vehicular **access**, including culverts and bridges, and are used to describe all vehicular ways regardless of any other designation they may carry. **Any vehicular access that serves more than 3 residences is a road.** All roads shall be categorized into one of the following functional classifications:

2.30.1 **Arterial Road**

Arterial roads are those that are principally regional in nature and are used for through or high volume traffic and shall be divided into the following three sub-classifications:

- a. Roads which will serve vehicular traffic beyond the limits of the subdivision; and/or connect one collector or arterial with one or more collectors or arterials.
- b. Roads which are existing county roads, are at least one mile in length, and carry a numerical designation.
- c. Roads included as an arterial on a county or city transportation plan.

2.30.2 **Collector Road**

Collector roads are those which connect arterial roads with local roads.

2.30.3 **Local Road**

Local roads are those which principally provide direct access to lots within a subdivision. All roads shall also be classified as follows:

2.30.4 **Urban Road**

For the purposes of **these regulations**, an urban road is any road situated such that the average spacing of driveways is less than 100 feet when measured over a distance of one-quarter (1/4) mile. Any road with concrete curb and gutter, **curb catch basins and storm sewer**, will be considered an urban road.

2.30.5 **Rural Road**

For the purposes of **these regulations**, a rural road is any road situated such that the average spacing of driveways is 100 feet or more when measured over a distance of one-quarter (1/4) mile. **Roads without concrete curb and gutter with paved or gravel shoulders, ribbon curb, etc. will be considered a rural road.**

2.30.6 **Major Thoroughfare**

Major thoroughfare includes arterial roads, as defined herein, and all roads included either now or in the future in the Capitol Area Metropolitan Planning Organization (CAMPO) plan or the Williamson County Long Range Transportation Plan.

2.33 **Stop Condition**

A stop condition exists when traffic is required to come to a full stop at intersections due to stop signs, clearly marked stop lines/bars or traffic signals (see Appendix B10).

2.34 **Subdivision**

The division of a tract of land into two or more parts to lay out (1) a subdivision of the tract, including an addition; (2) lots; or (3) streets, alleys, squares, parks, or (4) other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on, or adjacent to, the streets, alleys, squares, parks, or other parts (Sec 232.001, Texas Local Government Code, as amended). The Williamson County Commissioners Court has adopted guidelines, incorporated in these Regulations as Appendix A, stating when Owners are required to file a plat for a subdivision. For the purpose of these Regulations, subdivisions shall be classified as either urban or rural, as follows:

2.32.1 **Rural Subdivision**

Rural subdivisions are any subdivision such that the average spacing of driveways is 100 feet or more as measured over a distance of 1/4 of a mile.

2.32.2 **Urban Subdivision**

Urban subdivisions are any subdivision such that the average spacing of driveways is less than 100 feet as measured over a distance of 1/4 of a mile.

2.35 **Travel Way**

The portion of a road or roadway intended for vehicular travel. Where concrete curb is installed, the travel way shall be measured LOG to LOG. In cases where a ribbon curb is installed, the travel way shall be measured from the inside edge to the inside edge of the ribbon curb (i.e., the ribbon curb is not included as part of the travel way). The travel way also does not include gravel or paved shoulders.

2.36 **TxMUTCD**

The latest edition of the Texas Manual on Uniform Traffic Control Devices.

2.37 **Utilities**

Public services that include electricity, gas, telephone, cable, water and wastewater.

2.38 **Utility**

All persons, firms, corporations, partnerships, municipality or other private authorities providing gas, electric, water, sewer, drainage facilities, telecommunications, cable television or other services of a similar nature.

Section 3 - Plat Application Review and Approval Procedure

- 3.1 If the property to be platted lies entirely within the limits of a city, the Owner shall consult directly with that city pertaining to all platting procedures and requirements.
- 3.2 If the property to be platted lies entirely outside of the limits of a city and all ETJs, platting procedures and requirements shall be in accordance with these Regulations.
- 3.3 If the property to be platted lies fully or partially within the ETJ of a city, the platting procedure shall be accomplished in accordance with the current, applicable interlocal agreement (HB 1445) between the County and that city. A table is included in Appendix E summarizing the plat review and approval authority for the various ETJ's within the County.
- 3.4 For a condominium development, the development shall comply in all respects with these Regulations and the Williamson County Engineering Guidelines, and an Application for plat approval of the proposed Subdivision shall be prepared and submitted to the Commissioners Court in accordance with the terms and procedures set forth in this Section.
- 3.5 For a Recreational Vehicle development, the development shall comply in all respects with these Regulations and the Williamson County Engineering Guidelines, and an Application for plat approval of the proposed Subdivision shall be prepared and submitted to the Commissioners Court in accordance with the terms and procedures set forth in this Section.
- 3.6 In those ETJ's where the interlocal agreement provides for a joint review by both the city and the County (reference is made to Appendix E), an Application shall be filed with the city. A separate application does not need to be filed with the County.
- 3.7 Since the County must approve, approve with conditions or disapprove an Application within 30 days, it is the obligation of the Owner to submit a complete application to allow for proper review by the County. If this is not done, the submission will be considered incomplete and a new application must be filed.
- 3.8 If the subdivision will contain on-site sewage facility (OSSF), an OSSF subdivision application shall be filed simultaneously with Williamson County OSSF Program.
- 3.9 The application shall also be submitted to the appropriate emergency services district (ESD) for review and comment.
- 3.10 The preliminary plat application, review and approval procedure will be the same as that for a final plat for subdivisions within the County.
- 3.11 Prior to any subdivision of land and any official submittal of a plat for review, it is recommended that the Owner set a meeting with the County Engineer. The Owner should present a draft preliminary plat on paper showing the proposed road alignments and lots, and discuss any special issues of concern regarding the subdivision. The County Engineer will provide general comments and requirements to the Owner.
- 3.12 The Owner shall then submit to the County Engineer a completed application form (Appendix D), the appropriate application review fee and all other items listed in the plat completeness checklist (Appendix P). Confirmation of the receipt of a complete Application and fee will be provided to the Owner. Confirmation of receipt does not approve any portion of the Application, nor does it waive

requirements for any additional information not contained as part of the Application which may also be needed as a part of the review process.

- 3.13 The County has 10 business days from the date the application was received to notify the Applicant of any missing items in order to be considered a complete application.
- 3.14 An Application is considered received by the Commissioners Court on the date the submittal is determined complete.
- 3.15 In such cases where additional information is needed, the 30-day review period will begin only after receipt of a complete application.
- 3.16 In those ETJ's where the interlocal agreement provides for a joint review by both the city and the County (reference is made to Appendix E), the applicable review fee for both the city and the county shall be paid in a lump-sum amount, payable to the city.
- 3.17 The County Engineer will review the Application for compliance with these Regulations.
- 3.18 If the application is disapproved, the County Engineer will return written comments and recommendations to the Owner or, in the case of a joint review, to the appropriate city.
- 3.19 The Owner shall address the comments and recommendations and, if necessary, set a meeting with the County Engineer to resolve the comments.
- 3.20 The Owner shall resubmit the Application with the appropriate changes for additional review and/or recommendation for approval by the Williamson County Commissioners Court. An additional 15 day review period will begin upon receipt of a complete revised Application.
- 3.21 An Application shall expire five years after the date of the Application if the project becomes dormant, as defined by Section 245.005 of the Texas Local Government Code, as amended.
- 3.22 The review cycle (Subsections 3.15 through 3.19) shall continue until all comments have been addressed. No approval in any form including, but not limited to, the Judge's signature or verbal Commissioners Court action shall be given on any subdivision until the Owner has provided all necessary recorded easements and has met every subdivision requirement or has obtained a variance.
- 3.23 After all comments have been addressed, and prior to the County Engineer recommending approval of a preliminary or a final plat to the Commissioners Court, the Owner shall supply the County Engineer with two digital files of the plat. A paper copy is not required. One file shall be in an Adobe .pdf format, and the other file shall be in an AutoCAD .dwg format. All entities or objects within the AutoCAD drawing file shall be at zero elevation. The coordinate system of the electronic drawing shall be the Texas State Plane Coordinate System, Central Zone, U.S. Survey feet, grid coordinates. Right-of-way centerlines, real property boundary lines, (lots, blocks, external subdivision boundary, rights-of-way, etc.) and text shall each reside on independent or separate layers.
- 3.24 Two digital files of the plat shall also be supplied to the Williamson County 911 Addressing Coordinator in accordance with the requirements of Subsection B10.1.
- 3.25 After all comments have been addressed and the required digital files received, the County Engineer will place the plat and, if necessary, a variance request on the next available Commissioners Court agenda recommending approval.
- 3.26 If a plat or variance is not approved by the Commissioners Court, or is approved with condition(s), a list of items necessary to render the plat acceptable will be submitted to the Owner.

- 3.27 An approved preliminary plat is required prior to approval of a final plat.
- 3.28 Unless a preliminary plat approval is followed by a final plat approval within five years from the date of approval of the preliminary plat, the preliminary plat lapses and the preliminary plat must be resubmitted for approval.
- 3.29 A revised preliminary plat may be required if there has been a revision to the applicable Flood Insurance Rate Map (FIRM) since the approval of the original preliminary plat.
- 3.30 It shall be unlawful to cause to be recorded, any preliminary plat of land with the County Clerk.
- 3.31 Following approval of a final plat by the Williamson County Commissioners Court, the Owner (or authorized Agent) shall submit the plat to the County Clerk for recording in accordance with the requirements of the County Clerk's office as found in Appendix K.
- 3.32 If a final plat is not recorded within five years of the approval by the Commissioners Court, the approval of the final plat expires. A single six month extension may be granted by the Commissioners Court.

Section 4 - Preliminary Plat Requirements

Every preliminary plat shall include all of the following:

- 4.1 **Original submission date and/or date of revision,** north arrow, scale and name of the proposed preliminary plat.
- 4.2 A vicinity map, drawn at a scale appropriate to show all nearby major roadways and sufficient in detail to identify the location of the proposed plat.
- 4.3 The preliminary plat (including the entire parent tract if only a portion of that tract is to be subdivided) shall be shown on a single sheet, regardless of its acreage. The preliminary plat may also be separately shown on multiple sheets if necessary to show all detail and required information as required by this section.
- 4.4 Name, address, telephone number and email address of the professional individual(s) or firm(s) responsible for the preparation of the plat.
- 4.5 Name, address, telephone number and email address of the property Owner(s) of record.
- 4.6 All adjacent property owner's names, addresses, deed record, or subdivision name, block and lot number.
- 4.7 County boundaries, city limits, ETJ boundaries, and subdivision section and/or phase boundaries.
- 4.8 Size, in acres, of all daughter tracts including the remaining portion of the original tract.
- 4.9 Centerline tangent lengths and curve data for all proposed roads.
- 4.10 Road names and road designation (whether the road will be public or privately owned), pavement width and right-of-way width for all proposed roads within and all existing roads abutting the plat.
- 4.11 Survey ties across all existing right-of-way located adjacent to the boundary of the subdivision. Each tie shall show the bearing and distance from a proposed property pin to an existing property pin or fence if a pin cannot be found. Based upon this tie, an approximate right-of-way width shall be shown. The intent of this requirement is to assist in determining if additional right-of-way is needed.
- 4.12 A dimension from the centerline of the existing pavement to the edge of the right-of-way.
- 4.13 All existing property lines and proposed lot lines with approximate bearings and dimensions. For required lot widths and minimum lot size, refer to Appendix F1.
- 4.14 Building setback lines for each proposed lot. For building setback requirements, refer to Appendix F2.
- 4.15 Existing topographic contours at minimum two-foot intervals. Contour information shall be provided outside of the plat boundary to the extent necessary in order to establish off-site drainage patterns.
- 4.16 Proposed easements, existing easements and detention basins, if needed, based on the requirements outlined in Appendix B11.
- 4.17 Location of existing and proposed water and sanitary sewer utilities.

- 4.18 Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property.
- 4.19 A Preliminary Plat Drainage Report shall be submitted with the preliminary plat. The report shall be signed and sealed by a professional engineer and is required to be complete and approved prior to approval of the preliminary plat. The Preliminary Plat Drainage Report must support and encompass the overall full extent of the preliminary plat, and be sufficient in scope to support the layout of lots and roadways, runoff analyses, drainage infrastructure, detention needs, and any necessary floodplain study.
- If the proposed subdivision is not being phased or divided into multiple sections, or if there is no infrastructure to be constructed, the Preliminary Plat Drainage Report may also be considered the same as the Refined Drainage Report, if it is sufficient in detail and scope as outlined under the Refined Drainage Report requirements per Appendix B11.8.
- If the proposed subdivision has multiple sections and/or multiple phases, a subsequent refined and detailed drainage report will be required to support each section or phase as appropriate. These Refined Drainage Reports shall be included with the submission of associated construction plans. Each report must be sufficient in detail and scope as outlined under the Refined Drainage Report requirements per Appendix B11.8.
- At a minimum, the Preliminary Plat Drainage Report, submitted with the preliminary plat, must include items shown in Appendix B11.7.
- If the preliminary plat is exempt from detention requirements, does not require a floodplain analysis, and no infrastructure is to be constructed, then a drainage report is not required.
- 4.20 The location, zone classification and panel effective date of the 100-year floodplain as identified on the most current Williamson County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- 4.21 If there are any areas within the plat that include a FEMA-mapped floodplain with a Zone A classification, or if there exists within or adjacent to the plat any watercourse whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-year floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. NOAA Atlas 14 precipitation values shall be taken from the Williamson County rainfall zones for a 24-hour duration storm. These zones and rainfall data can be found in Exhibit 2 and the associated tables. This study shall be sufficient in scope to determine and establish a base flood elevation (BFE) for all points within the plat.
- 4.22 The location of proposed cluster mailboxes, if they will be used.

Section 5 - Final Plat Requirements

Every final plat shall include all of the following:

- 5.1 Final plats shall match the applicable area of the approved preliminary plat and shall be prepared using the approved, non-expired, preliminary plat as its template.
- 5.2 Original submitted date and/or date of revision, north arrow, scale and name of the proposed final plat.
- 5.3 A vicinity map, drawn at a scale appropriate to show all nearby major roadways and sufficient in detail to identify the location of the proposed plat.
- 5.4 Name, address, telephone number and email address of the professional individual(s) or firm(s) responsible for the preparation of the plat.
- 5.5 Name, address, telephone number and email address of the property Owner(s) of record.
- 5.6 All adjacent property owner's names, deed record, or subdivision name, block and lot number.
- 5.7 County boundaries, city limits, ETJ boundaries, and existing subdivision section and/or phase boundaries.
- 5.8 Road names, centerline lengths, design speed, designation (i.e. whether public or private), and right-of-way widths for each road in the proposed subdivision shall be shown in a table on the plat.
- 5.9 If the plat is to be a private subdivision (containing privately maintained roads), the title of the plat shall contain the phrase, "A Private Subdivision". Refer to Section 10 for additional requirements.
- 5.10 All existing and proposed plat boundary lines, phase/section lines, and lot lines with bearings and distance. Bearings shall be based on the Texas State Plane Coordinate System, Central Zone. Distances shall be surface distances expressed in U.S. Survey feet. A Combined Scale Factor shall be specified on the face of the plat to eight decimal places (example: 0.12345678) to facilitate the conversion of surface distances to grid distances. At least two external boundary corners of each block within the subdivision shall have grid coordinates depicted on the plat to the nearest one hundredth of a foot (0.01 feet).
- 5.11 Building setback lines for each proposed lot. For building setback requirements, refer to Appendix F2. For subdivisions located within an ETJ, this may be shown on the drawing or included as a plat note.
- 5.12 Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor, describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the subdivision is a part, according to the best available data.
- 5.13 All subdivision boundary corners, angle points, Points of Curvature, Points of Tangency, lots, blocks and rights-of-way within the subdivision shall be set by a Texas Registered Professional Land Surveyor in compliance with the Texas Board of Professional Land Surveying Act and the Board Rules before the plat is recorded.
- 5.14 Any vertical elevations depicted on the plat shall be expressed in U.S. Survey feet, and shall indicate the specific vertical datum used. Describe and locate at least one vertical reference mark

used to verify or establish said datum, and indicate the vertical elevation used at each vertical reference mark.

- 5.15 Roads shall be dedicated to the public except as indicated in Section 10. The dedication of all public roadways and easements shall be accomplished free of liens. The Owner may dedicate either the fee ownership in the land or an easement for road, drainage and utility purposes, at the Owners' option. The dedication shall be accompanied by a plat note as found in Appendix C1. The Owner's and any lien holder's dedication, and restrictions if any, duly acknowledged in the manner required for acknowledgement of deeds, shall also be provided.
- 5.16 For road widening and drainage purposes the Owner may dedicate either the fee interest in the property or a right-of-way easement for road widening and drainage improvements at the Owners' option. Right-of-way easements for widening roadways or improving drainage must be accompanied by a plat note as found in Appendix C2 placing the burden of maintaining the property upon the Owner until a road or drainage improvements are actually constructed on the property.
- 5.17 If public roadways are to be built as part of the plat, the plat note regarding the responsibility for construction of roadways as found in Appendix C3.
- 5.18 The plat note regarding Owner's responsibilities as found in Appendix C4, if not contained in the Owner's dedication.
- 5.19 All proposed easements and existing easements of record that have a designated route shall be shown on the plat with bearings and dimensions. The Owner shall be responsible for coordinating with all utility providers the location of all utility easements that are shown on the final plat.
- 5.20 The on-site sewage facility (OSSF) setback as required by the Williamson County OSSF Order.
- 5.21 The location, zone classification and panel effective date of the 100-year floodplain as identified on the most current Williamson County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- 5.22 For plats where a FEMA-mapped floodplain with a Zone AE classification exists within the subdivision, the BFE established by the associated FEMA-published flood study may be substituted for the engineering study.
- 5.23 A minimum lowest finished floor elevation (FFE) for buildings shall be established for each lot adjacent to the floodplain. This minimum FFE 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. For larger lots where the BFE varies, an FFE shall be established at the upstream and downstream lot line. The plat shall include a statement indicating how the FFE were established (See Appendix C9). All lots on a plat should be developed to promote positive drainage by grading away from structures in order to reduce the risk of flooding.
- 5.24 If any areas within the plat include a 100-year floodplain (as determined by the results of an engineering study or as established by a FEMA flood study), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.

- 5.25 The plat note as found in Appendix C5 for Commissioners Court approval, including authorization for the County Clerk to file the plat for record, and the County Clerk's certification as found in Appendix C6. The County Judge's approval and the County Clerk's certification shall be located in the lower right hand corner of the last sheet of the plat with the County Clerk's approval being last. These signatures shall be obtained after approval by the Williamson County Commissioners Court.
- 5.26 All parcels within the boundary of the subdivision shall have a block and lot number shown on the plat drawing.
- 5.27 If any lot within the plat will be served by a well or an on-site sewage facility, a signature block as found in Appendix C7 shall be placed on the plat for approval by the Williamson County **Engineer**. This block shall show that they have examined the plat and that it is in compliance with the Williamson County On-Site Sewage Facility Regulations, Construction Standards for On-Site Sewage Facility Regulations as published by the Texas Commission on Environmental Quality (TCEQ), and regulations of the Edwards Aquifer, Chapter 213 Subchapter A, Section 213.1 to 213.14 of the Texas Administrative Code, as amended. This signature block must be signed by a representative of the District prior to final plat approval.
- 5.28 If rural route mailboxes are proposed, the plat note as found in Appendix **C9** for placement of such mailboxes.
- 5.29 If any areas of the plat are located within the ETJ of a city, the signature block as found in Appendix **C8** for the Williamson County Floodplain Administrator's approval.
- 5.30 If any areas of the plat are located outside of incorporated areas, the appropriate floodplain-related plat notes as found in Appendix C10.**
- 5.31 If required, a signature block as found in Appendix C12 on the plat for road name and 911 addressing approval by the Williamson County 911 Addressing Coordinator. Refer to Appendix E of these Regulations regarding whether this block is required in certain ETJ's.
- 5.32 If the roads within the subdivision will be private, include the appropriate note(s) per the requirements of Section **10**.
- 5.33 It is the responsibility of the Owner to assure that the proposed name of the subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.
- 5.34 Driveway culverts for all lots shall be designed by a registered professional engineer and shall be shown on a table on the plat. The table shall include the lot number, culvert length, size and invert elevations. This information shall also be placed in the deed restrictions for the lots in the subdivision. Design requirements are outlined in Appendix B.
- 5.35 The Owner shall provide a letter of serviceability from an entity or entities providing water service.
- 5.36 A plat note stating the utility service providers, as found in Appendix C9.**
- 5.37 Any improvements proposed within the right-of-way including, but not limited to, irrigation, landscaping, sidewalks, subdivision identification signs, etc. shall be maintained in accordance with an executed license agreement between the County and the Owner.

Section 6 - Amending or Vacating a Plat

- 6.1 The owner of a previously recorded lot may create an amended plat to create six or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if:
- a. The changes do not affect any applicable County regulations, including zoning regulations if the County has authority to adopt zoning regulations; and
 - b. The changes do not attempt to amend or remove any existing covenants or restrictions; and
 - c. All applicable requirements of Section 232.009 of the Texas Local Government Code, as amended, are met.
 - d. The amended plat is prepared in accordance with the final plat requirements in Section 5.
- 6.2 The vacation of an existing plat shall be accomplished in accordance with the applicable provisions outlined in Section 232.008 and/or 232.0083 of the Texas Local Government Code, as amended.
- 6.3 If an amended plat or a vacated plat is not recorded within two years of the approval by the Commissioners Court, the approval of the amended or vacated plat expires. A single six month extension may be granted by the Commissioners Court.

Section 7 - Financial Responsibilities and Guarantees

- 7.1 To protect the public interest, the Commissioners Court of Williamson County hereby decrees under the provisions of Chapter 232, Local Government Code, that the Owner of any tract of land that desires to obtain approval of a subdivision plat for recording a plat in the County records shall construct all roads and drainage facilities, including storm water detention, and any other items required by other governmental agencies, in said subdivision to the standards and specifications set forth in the Engineering Guidelines incorporated as Appendix B of these Regulations before offering said plat for approval, unless exempted by Section 7.2. If the subdivision is required to construct off-site storm water detention, then surety will be required for the construction of the detention facility prior to beginning construction of the subdivision improvements. This surety will be released upon completion of the construction of the detention facility and acceptance of the construction by the County Engineer. For subdivisions that require shared driveway access to lots, all driveways will be required to be constructed, inspected and approved by the County before the final plat approval.
- 7.2 If the owner desires to have the plat placed on record before completion of construction of the roads and drainage, then the owner shall give a good and sufficient bond, cash, or letter of credit and have received approval of the construction plans. Such security is applicable regardless of whether the roads will be dedicated to the public or if they are to remain private. This security must be payable to the County Judge, or his successors in office, of Williamson County, Texas, for the estimated cost of construction according to the calculations of a Registered Professional Engineer. The security shall contain an amount sufficient for administering the re-bidding of the proposed construction should this become necessary. Release of the security shall be conditioned on the completion (in compliance with the Engineering Guidelines) of all the roads and drainage facilities shown on the plat. In lieu of such security, the Owner may provide an executed deed of trust creating a first lien to the County in order to secure construction of the improvements. If a performance bond or letter of credit is issued, the original document must be received before the Commissioners Court can approve the plat.
- 7.3 In areas within the ETJ of a city, the city's policy for posting of fiscal security for incomplete construction may apply if the Commissioners' Court finds that the City policy provides adequate protection of the County's and public's interest in the land development and construction of infrastructure, and the County is named with the City on the financial document.
- 7.4 The Owner shall be entitled to partial reductions of the security requirement upon written approval by the County Engineer and the County Judge, and in accordance with the City ordinance when the subdivision lies inside the ETJ of a city.
- 7.5 Security shall expire after a period of two years, and shall automatically renew for subsequent two-years periods until construction has been completed and the security is released. At the end of each two-year renewal period, an increase in the surety amount may be required due to cost increases in construction labor and materials, and administrative costs, experienced over the previous two-year period.

Section 8 - Construction Plans

- 8.1 The Owner shall submit construction plans for roads, drainage, traffic signage and utilities within a platted subdivision to the County Engineer for approval prior to beginning construction and prior to the approval of a final plat. One full-size paper copy and one electronic (.pdf format) copy of the construction plans are required for the initial review. Subsequent construction plan submittals shall consist of an electronic (.pdf format) only. These plans shall show the location of water, sanitary sewer and storm sewer utilities, and shall show proposed easements for privately-owned utilities (electric, cable television, gas, telephone, etc.). These plans shall include the design requirements as described in Appendix B, Engineering Guidelines. The cover sheet of the construction plans shall contain a signature block for approval of the County Engineer.
- 8.2 Upon approval of the construction plans, the Owner shall pay an inspection fee in the amount of 2.5% of the estimated construction cost for the roads and drainage facilities, according to calculations by a Registered Professional Engineer. These calculations must be approved by the County Engineer.
- 8.3 When submitting the construction plans for approval by the County Engineer, an electronic version of the construction plans (.pdf format) shall accompany the construction cover sheet.
- 8.4 If landscaping, irrigation, sidewalks, illumination, water quality features, etc. are proposed within the right-of-way, the Owner shall create a mandatory homeowners association that shall be responsible for the maintenance and liability of these features. This organization shall have assessment authority to insure the proper funding for maintenance. A maintenance agreement shall be executed between the County and the organization prior to acceptance of the construction.
- 8.5 Once construction has been completed but prior to submitting a warranty bond to the County, the Owner shall provide the County Engineer with a digital file of the "As Built" plans showing the original approval signatures and the seal of a Registered Professional Engineer. Any changes made during construction shall be reflected in the As Built plans. As Built plans shall clearly show pavement structure built including limits, thicknesses and any variations from approved Construction Plans. These plans are to show the improvements as they were actually built. The file shall be in an Adobe .pdf format. A paper copy is not required.
- 8.6 When traffic signal and additional turn lanes are required due to anticipated future traffic generated by the subdivision as determined by the County Engineer or an independent traffic engineer, the cost of future traffic signals shall be deposited with the County. Installation of such signals shall be the responsibility of the Owner. Turn lanes shall be constructed in conjunction with the roadways.
- 8.7 A Refined Drainage Report shall be submitted with the associated construction plans. The Refined Drainage Report shall be signed and sealed by a professional engineer and is required to be complete and approved prior to approval of the construction plans. The Refined Drainage Report should be consistent with the Preliminary Plat Drainage Report and must include applicable runoff, detention analyses, and floodplain study.

The Refined Drainage Report must support and encompass all drainage analyses and details provided in the construction plans and final plat, including but not limited to, infrastructure elements such as roadways, bridges, culverts, storm drain systems, open channels, and detention ponds. The Refined Drainage Report shall also be sufficient to establish adequate floodplain minimum finished floor elevations (FFE) on final plats. At a minimum the Refined Drainage Report, submitted

with the construction plans, or final plat if there are no applicable construction plans, shall include items shown in Appendix B11.8.

Section 9 - Maintenance

- 9.1 By accepting a subdivision plat for filing, the Commissioners Court does not thereby accept the roads and associated drainage facilities in the subdivision for ownership or maintenance by the County. The Owner of the platted lots is responsible for maintenance of all roads within subdivision until such time as the construction of the roads have been accepted by the County.
- 9.2 The County will consider accepting a road for maintenance only after dedication to the public of an easement or fee interest in the roadway.
- 9.3 In addition, written certification from a Registered Professional Engineer is required, stating that the facilities were constructed in accordance with the applicable subdivision regulations with any approved variances in effect when the subdivision was recorded (or has been upgraded to those standards). If a final plat for the subdivision where the facilities are located was never recorded, the facilities must meet the current applicable subdivision regulations with any approved variances.
- 9.4 At the end of construction of the subdivision, but prior to acceptance of the roads by the County, the Owner shall provide to the County a warranty bond in the amount of 10% of the cost of construction of the roads and drainage of the subdivision. This security must be payable to the County Judge, or his successors in office, of Williamson County, Texas and may be provided by the contractor. Upon receipt of the surety and a written certification from a Registered Professional Engineer, the County will accept the roads for maintenance.
- 9.5 The enforcement of plat restrictions is the responsibility of the Owner(s) of the subdivision; however, in an Extraterritorial Jurisdiction both the city and the Commissioners Court of Williamson County shall have the right and authority to enforce plat restrictions through appropriate legal procedure to prohibit the construction or connection of utilities, or issuing of permits unless or until the requirements of the plat restrictions have been achieved.
- 9.6 County will assume no responsibility for drainage ways or easements in the subdivision outside of the roadway right-of-way. Maintenance and liability of improvements including but not limited to landscaping, illumination, sidewalks, water quality features, storm water controls, or any other improvements required by other governmental agencies shall not be the responsibility of the County.

Section 10 - Private Subdivisions

If an Owner wishes to create a subdivision utilizing private roads, it must meet the following requirements:

- 10.1 Private roads must meet all county road standards, except where specific variances have been granted by Commissioners Court for adequate cause in each case.
- 10.2 The title of the final plat for private subdivisions shall contain the phrase, "A Private Subdivision".
- 10.3 The subdivision plat and restrictions must contain a statement that Williamson County will never accept or maintain the roads.
- 10.4 A homeowners association with assessment authority shall be formed in conjunction with the recording of the final plat. Membership in the association shall be mandatory for each lot owner. The association shall be responsible for the maintenance of the roads in the subdivision.
- 10.5 The subdivision plat must contain a statement that the roads shall be maintained to such a standard which will allow emergency vehicles access for the roadway design speed in perpetuity by the homeowners association, and must contain a mechanism for assessing the Owners within the subdivision to produce adequate revenue for perpetual maintenance.
- 10.6 The plat must contain a requirement that every deed contain notice to the grantee that all roads are private, that the homeowners association shall be perpetually liable for maintenance, that the County will never accept them for maintenance, and that the quality of the roads must be maintained as to not affect access by public service agencies such as police, fire, and emergency medical services.
- 10.7 All arterial roads must be dedicated to the public and constructed to County standards. Other roads shall be dedicated to the homeowners association for the use of the property owners, their assigns and successors, and emergency response agencies.
- 10.8 A sign shall be placed at the entrance of the subdivision clearly stating that the roads in this subdivision are private roads. The location of this sign shall be shown in the construction plans.
- 10.9 The Owner shall provide a maintenance schedule for the roads to the County Engineer for approval prior to placement of the final plat on the Commissioners Court agenda for approval. The schedule shall include the maintenance activities, their cycle of occurrence, and the current cost of providing the maintenance activity. The total cost of the activities along with a rate of inflation shall be used to determine the annual assessment per lot.
- 10.10 Any Owner that gates the entrances to the subdivision shall provide either a crash gate or a lock box and a letter of approval from all of the affected emergency response agencies stating their approval of full time access to and from the subdivision.
- 10.11 The County will not be responsible for providing enforcement of traffic control within private subdivisions.

Section 11 - Variances

- 11.1 The Commissioners Court of Williamson County shall have the authority to grant variances from these Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements of the rules.
- 11.2 Any person who wishes to receive a variance shall apply to the County Engineer.
- 11.3 The decision of the Commissioners Court whether to grant or deny a variance is at its complete discretion, and shall be final.

Section 12 - Penalties

- 12.1 Section 232.005 of the Texas Local Government Code, as amended, provides for the enforcement of the state subdivision laws and of these Regulations.
- 12.2 A person commits an offense if the person knowingly or intentionally violates a requirement of these Regulations, including the Engineering Guidelines and other appendices incorporated herein. Such offense is a Class B Misdemeanor, punishable in July 2011 by (1) a fine not to exceed \$2,000; (2) confinement in jail for a term not to exceed 180 days; or (3) both such fine and confinement. (Texas Penal Code, Title 3, Ch. 12, Sec. 12.03, as amended).
- 12.3 A person may be jointly responsible as a party to an offense if the person (acting with intent to promote or assist the commission of the offense) solicits, encourages, directs, aids, or attempts to aid another person to commit the offense (Texas Penal Code, Title 2, Sec. 7.01, as amended). Thus, a real estate agent or broker, a lender, an attorney, a surveyor, an engineer, a title insurer, or any other person who assists in violating these Regulations may also face criminal penalties.
- 12.4 Besides prosecuting a criminal complaint, the County Attorney or other prosecuting attorney for the County may file a civil action in a court of competent jurisdiction to enjoin any violation or threatened violation of these Regulations, and to recover damages.
- 12.5 A tract that has been subdivided without compliance with these Regulations will be ineligible to obtain a permit for the construction or modification of an On-Site Sewage Facility located on the tract.

Appendix A – Platting Guidelines

As a guide to the public in determining when it is necessary to file a plat and comply with these Regulations (as amended), the Commissioners Court (as an incident of its power to enforce the subdivision laws and regulations under Chapter 232, Texas Local Government Code, as amended) has adopted the following policy guidelines stating when the division of an existing tract shall be considered by the Court to be a subdivision requiring the filing of a plat by law, and thus requiring compliance with these Regulations.

A1 - Plat Required

- A1.1 In accordance with Chapter 232.001, Texas Local Government Code, (or if said section is amended) the owner of a tract of land located outside the limits of a municipality must have a plat of the subdivision prepared if the owner divides the tract into two or more parts to lay out:
 - A1.1.1 a subdivision of the tract, including an addition:
 - A1.1.2 lots: or
 - A1.1.3 streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.
- A1.2 A division of a tract includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for deed by using a contract for sale or other executory contract to convey, or by using any other method.
- A1.3 The final plat must be filed and recorded with the Williamson County Clerk.

A2 - Exceptions by Law

- A2.1 A property that fronts on a public street whose boundary has not changed since February 1, 2000 is considered a legal lot
- A2.2 The County hereby adopts all of the exceptions to platting requirements as stated in Section 232.0015, Texas Local Government Code, and any amendments to said statute later adopted by the Texas Legislature.

A3 - Additional Exceptions

- A3.1 The Commissioners Court has adopted the following additional policy guidelines stating when the division of an existing tract shall be considered exempt from the requirements for filing of a plat:
- A3.1.1 Any tract whose boundary has not changed since February 21, 1985 may be sold in its entirety without being platted.
- A3.1.2 A plat is not required when daughter tracts are created solely for purposes of platting them as individual subdivisions in their own right. The Owner must submit to the Court the preliminary plat for the project as a whole before claiming this exception.
- A3.1.3 A plat is not required when two adjacent landowners adjust or change the property lines which separate their respective tracts, so long as there is the same number of tracts and Owners after the transaction as existed before it. This exemption applies whether the transaction requires an exchange of land by both Owners, or only a transfer of land from one Owner to the other, and whether the transaction takes the form of a sale or of an exchange in kind. **A new deed shall be filed for each reconfigured parcel.**
- A3.1.4 Any land added to a tract through such a transaction shall become an integral part of that tract, and may not be separately conveyed except in compliance with the subdivision laws. Each resulting tract shall, of course, be subject to the minimum lot size requirements of these Regulations and other applicable laws. This exception does not apply if the adjustment will change the boundary between two legally platted lots, or add or subtract land from a legally platted subdivision.
- This exemption may not be exercised within two years of exercising another exemption.
- A3.1.5 A plat is not required when a smaller tract is surveyed out of the parent tract solely for the purposes of obtaining financing for purchase or improvement of that part of the property, provided that possession and primary beneficial ownership of the entire parent tract are intended to remain unified.
- A3.1.6 A plat is not required when a smaller tract is created by the legitimate foreclosure of a valid lien on a part of the parent tract. This provision does not exempt sham transactions or foreclosures staged to avoid the platting requirement.
- A3.1.7 A plat is not required if the property has been divided by the final decree of a court of record with appropriate jurisdiction.
- A3.2 All exemptions in this subsection must be approved in writing by the County Engineer prior to the division of the property. To claim any exemption, the person or entity who claims to be entitled to any exclusion to platting set out in these Guidelines must provide:
- A3.2.1 An affidavit claiming the exemption and setting out the detailed basis for exclusion from the platting requirement, subject to penalties of perjury (**Appendix O**).
- A3.2.2 A copy of the deeds or other instruments creating the daughter tracts referenced in the affidavit.

A4 - Vesting Requirements

- A4.1 In accordance with V.T.C.A., Chapter 245, Local Government Code, a completed application submitted prior to the effective date of the ordinance from which this chapter is derived will be reviewed on the basis of any regulations or requirements in effect at the time the completed application is filed; unless, at the applicant's option, the applicant elects to proceed under the new regulations or requirements.
- A4.2 In reliance upon properly issued permits or approvals, any applicant that claims exception from any provision of this subchapter based upon a claim of vested rights shall file a request for vested rights determination with the County demonstrating:
- A4.2.1 The applicant made substantial financial commitments or assumed substantial financial obligations within the purview of the activities authorized by said permit or approval; and
 - A4.2.2 The applicant has proceeded in good faith, and no approvals or permits have lapsed or been revoked; or
 - A4.2.3 The applicant has established any other factor which may establish vested rights under state or federal law; or
 - A4.2.4 The applicant filed an application as provided in V.T.C.A., Local Government Code Ch. 245 prior to adoption of the regulations against which vested rights are claimed, that the regulations against which vested rights are claimed are not subject to an exemption as provided in V.T.C.A., Local Government Code § 245.004 and that the project has not become dormant as defined in V.T.C.A., Local Government Code § 245.005 and this chapter.
- A4.3 After receiving a request for vested rights determination, the County shall review the request and approve, deny or request additional information to be provided for consideration of the request within 20 working days. Upon review of the request, if the County finds that the applicant has provided sufficient information to establish that one or more permits exists on a project, the administrator shall issue a certificate to the applicant recognizing vested rights for the project and the terms and conditions required for the continuance of the vested rights.

A5 - Private Real Property Rights Preservation Act

- A5.1 The County acknowledges a duty to comply with the Texas Real Property Rights Preservation Act ("Act"). In compliance with the Act, the County will prepare, periodically update and approve a Takings Impact Analysis, after requisite public hearings and notice.

Appendix B – Engineering Guidelines

B1 - Lot Requirements

- B1.1 For determining the area required for an on-site sewage facility, the minimum lot size shall be in accordance with the current regulations of the Williamson County **OSSF Order**. Refer also to Appendix F1.
- B1.2 Minimum lot width requirements shall be in accordance with Appendix F1.
- B1.3 Minimum building setback requirements shall be in accordance with Appendix F2.

B2 - Road Alignments

- B2.1 Roads shall be laid out so as to align with existing roads in adjoining or nearby subdivisions. No gaps between the subdivision and the public roadway system may be left. Arterials shall be placed and designed in accordance with the Capital Area Metropolitan Planning Organization (CAMPO) plan, the Williamson County Long Range Transportation Plan, or any other arterial roadway plan that contains the subdivision. Collectors and arterials shall be placed to facilitate the safe and efficient movement of traffic and in consultation with the County Engineer.
- B2.2 Unless all lots in a subdivision have an area of 5 acres or greater, road segments that have homes taking direct access onto them shall have a maximum spacing of 1,500 feet between stop conditions or 90° turns.
- B2.3 New roadways that do not connect to an existing public road will not be approved.
- B2.4 The County may require an internal road system that minimizes driveways and cross streets to existing County or other public roadways. The County may also require that lots bordering on an existing arterial road have access to an internal platted road and the final plat shall contain a restriction requiring driveways to connect only to an internal platted road.

B3 - Minimum Road Design Requirements

- B3.1 The Owner must improve all existing roads within the plat, as well as all boundary roads to which the proposed subdivision will have direct access, to meet the requirements of these Regulations. The exclusion from the plat of a road that would provide access to future plats will not be permitted. Lots intended specifically for future roads will not be approved.
- B3.2 Unless otherwise stated in these Regulations, all roads shall be designed in accordance with the latest version of the Institute of Transportation Engineers "Urban Street Geometric Design Handbook", the latest version of the American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets" and the edition of the City of Austin's Transportation Criteria Manual (TCM) in effect as of the date of these regulations. Should there be a conflict between these publications, the more stringent value shall overrule. All references to "mountainous terrain" shall not apply to the County.
- B3.3 For purposes of this Appendix, **average daily traffic (ADT)** shall be defined as the anticipated average daily traffic at the time of complete build out of the subdivision, including any future development that may be served by a given road. For planning purposes, it shall be assumed that any future residential lots will generate 8 ADT. If an area of future development consists of two or more acres, it shall be assumed that such development will produce an ADT of 32 per acre, unless there is a note prohibiting future subdivision.
- B3.4 Arterial roads shall be designed as follows:
- B3.4.1 If the arterial is included in the Capitol Area Metropolitan Planning Organization (CAMPO) plan or the Williamson County Long Range Transportation Plan, either now or in the future, the right-of-way and pavement cross section shall be as required in the said plans.
- B3.4.2 The maximum right-of-way width for all other arterial roads shall be 120 feet.
- B3.4.3 The pavement cross section in a rural subdivision shall be a minimum of 24 feet of travel way with paved eight foot shoulders.
- B3.4.4 The pavement cross section in an urban subdivision shall be a minimum of two, 24-foot travel ways with a 20 foot median, and standard concrete curb and gutter.
- B3.4.5 The minimum design speed shall be 45 MPH.
- B3.4.6 For clarity, arterial roadway cross sections for both a rural subdivision and an urban subdivision have been included in Appendix G, Figure G-1.
- B3.5 Collector roads shall be designed as follows:
- B3.5.1 If the collector is included in a roadway or transportation plan, the right-of-way and pavement cross section shall be as required in the plan.
- B3.5.2 The minimum right-of-way width shall be 60 feet.
- B3.5.3 The pavement cross section in a rural subdivision shall be a minimum of 22 feet of travel way with four foot paved shoulders where the ADT is less than 2000, 22 feet of travel way with six foot paved shoulders where the ADT is between 2000 and 4000, and 22 feet of travel way with eight foot paved shoulders where the ADT is greater than 4000.

- B3.5.4 The pavement cross section in an urban subdivision shall be a 37 foot travel way where the ADT is less than 3000 and a 45 foot travel way where the ADT is greater than 3000 with standard curb and gutter.
- B3.5.5 The minimum design speed shall be 35 MPH.
- B3.5.6 For clarity, collector roadway cross sections for both a rural subdivision and an urban subdivision have been included in Appendix G, Figure G-2.
- B3.6 Local roads shall be designed as follows:
- B3.6.1 The minimum right-of-way width shall be 60 feet for rural residential subdivisions and 50 feet for urban residential subdivisions and all nonresidential subdivisions.
- B3.6.2 The pavement cross section in a rural residential subdivision shall be 20 feet of travel way with four foot paved shoulders or a ribbon curb on both sides.
- B3.6.3 The pavement cross section in an urban residential subdivision or a nonresidential subdivision shall be a 30 foot travel way with standard curb and gutter.
- B3.6.4 The minimum design speed shall be 25 MPH.
- B3.6.5 For clarity, local roadway cross sections for both a rural subdivision and an urban subdivision have been included in Appendix G, Figure G-3.
- B3.6.6 A local road is any road not designated as a collector or arterial and where the ADT is less than 1000 vehicles per day.**
- B3.7 The following standards apply to all roads:
- B3.7.1 Roads shall be dedicated to the public except as indicated in Section 10. The Owner may dedicate either the fee Ownership in the land or an easement for road, drainage and utility purposes, at the Owners' option.
- B3.7.2 Where concrete curb and gutter are constructed, they shall be 24 inches in width with an 18 inch gutter pan. Where concrete ribbon curbs are constructed, they shall be 18 inches in width. For both types of curb, the pavement base course shall extend 18 inches beyond the back of the curb. All urban subdivisions shall utilize concrete curb and gutter. All concrete curb shall contain steel reinforcement. Reference is made to the detail included in Appendix H of these Regulations.
- B3.7.3 Approaches to intersections shall have a minimum pavement width of 39 feet, measured LOG to LOG at the radius point, for a minimum length of 50 feet, when it is anticipated that, at full build out of the subdivision, the number of left turns from the approach will exceed 100 vehicles per hour. For clarity, a diagram showing this required configuration is included as Appendix K.
- B3.7.4 Driveway spacing on roads without curb and gutter shall be no closer than 100 feet measured from center to center.
- B3.7.5 All roads shall maintain a height clearance of at least 14 feet.
- B3.7.6 All roads with fire hydrants shall have a minimum paved width of 26 feet, exclusive of shoulders and/or curb.

B3.7.7 In new subdivisions, the Owner shall install cluster mailboxes at location(s) approved by the County Engineer. The placement of individual or cluster mailboxes along arterial and collector roads shall not be permitted in new subdivisions, unless specifically approved by the County Engineer. Mailboxes shall not encroach in any fashion on or over sidewalks or other public walks or ways in the County right-of-ways and shall be installed in accordance with applicable postal regulations.

B3.8 The following requirements apply to dead end roads and cul-de-sacs:

B3.8.1 Dead end roads in residential developments that are not proposed to be extended at some time in the future and have a throat length of 150 feet or less shall have a cul-de-sac with a minimum right-of-way radius of 50 feet (40 feet to LOG). Nonresidential dead end roads and residential dead end roads having a throat length longer than 150 feet shall have a cul-de-sac with a minimum right-of-way radius of 60 feet (50 feet to LOG).

B3.8.2 Cul-de-sacs shall be constructed on a sufficient grade to insure a minimum of 0.4% cross slope grade and along the flow line of the gutter.

B3.8.3 "No Outlet" signs shall be placed at the entrance to the dead end road, even if the road is planned to be extended at some time in the future.

B3.8.4 Dead end roads that end at undeveloped property must be extended to the property line. At the terminus, a temporary cul-de-sac shall be provided for all such streets having a throat length more than 150 feet, constructed in accordance with the requirements of this Appendix. Hammerhead design will not be allowed; however, alternate designs, such as landscape center islands, may be considered by the County Engineer to ensure a sufficient turnaround area is provided.

B3.8.5 For all temporary cul-de-sacs, temporary easements shall be established for the portions of the cul-de-sac which lie outside the road right-of-way. Such easements which lie within the plat boundary shall be shown on the final plat. Easements which lie outside the boundary of the plat may be in the form of a separate document, but must be recorded prior to construction of any roadway improvements.

B3.9 Additional Right of Way for Existing Roads

When a subdivision is adjacent to an existing road, the County Engineer shall determine the right-of-way width that will be necessary for the maintenance and improvement of the existing road. If the existing road is a major thoroughfare, as defined herein, the Owner shall dedicate to the public up to 120 feet in overall width of the right-of-way, as determined by the County Engineer. The Owner may dedicate either the fee ownership in the land or an easement for road, drainage and utility purposes, at the Owners' option.

B4 - Construction – General

B4.1 A preconstruction meeting shall be scheduled prior to the start of construction. The Design Engineer, Owner, Contractor, Subcontractors, and County Engineer shall attend this meeting. All roads are to be constructed in accordance with the construction documents as approved by the County Engineer and in accordance with the specifications found in the current version of the "Texas Department of Transportation Manual Standard Specifications for Construction of

Highways, Streets, and Bridges” unless otherwise stated on the construction documents approved by the County Engineer.

- B4.2 All materials shall be sampled and tested by an Independent Testing Laboratory in accordance with the construction documents approved by the County Engineer. The Owner shall pay for all testing services and shall furnish the County Engineer with certified copies of these test results. The County Engineer must approve the test results prior to constructing the next course of the roadway structure. Any material which does not meet the minimum required test specifications shall be removed and recompact or replaced unless alternative remedial action is approved in writing from the County Engineer.
- B4.3 Except for electrical lines, all underground nonferrous utilities within a right-of-way or easement must be accompanied by ferrous metal lines to aid in tracing the location of said utilities through the use of a metal detector.
- B4.4 All pavements are to be designed by a Registered Professional Engineer. The design shall be based on a 20-year design life and in conjunction with recommendations based upon a soils report of samples taken along the proposed roadways. Test borings shall be placed at a maximum spacing of 500 feet or other sampling frequency approved by the County Engineer based on recommendations provided by the geotechnical engineer. The soils report and pavement design shall be submitted to the County Engineer for review. The pavement design must be approved by the County Engineer prior to or concurrently with the review and approval of the construction plans. In addition to the basis of the pavement design, the soils report shall contain the results of sampled and tested subgrade for plasticity index, pH, sulfate content, and maximum density.

B5 - Subgrade

- B5.1 The preparation of the subgrade shall follow good engineering practices as directed by the County Engineer in conjunction with recommendations outlined in the geotechnical report. When the Plasticity Index (PI) is greater than 20, a sufficient amount of lime shall be added as described in Item 260 of the current edition of the TxDOT Standard Specifications for Construction until the PI is less than 20. If the addition of lime as described in Item 260 is not feasible, an alternate stabilizing design shall be proposed and submitted to the County Engineer for approval. The subgrade shall be prepared and compacted to achieve a dry density per TxDOT Item 132. In addition, proof rolling may be required by the County Engineer.
- B5.2 The subgrade shall be inspected and approved by an Independent Testing Laboratory and a certified copy of all inspection reports furnished to the County Engineer, who must approve the report prior to application of the base material. All density test reports shall include a copy of the work sheet showing the percentage of the maximum dry (Proctor) density. The number and location of all subgrade tests shall be determined by the County Engineer.

B6 - Base Material

- B6.1 Base material shall conform to Item 247 of the current edition of the TxDOT Standard Specifications for Construction, "Flexible Base". The base material shall be Type A Grade 1, Type A Grade 2, or as approved by the County Engineer.
- B6.2 Each layer of base course shall be tested for in-place dry density and measured for compacted thickness. The number and location of all base test samples shall be determined by the County Engineer.
- B6.3 The base shall be prepared and compacted to achieve a minimum of 100% of the maximum (Proctor) dry density or as approved by the County Engineer upon recommendation by the testing laboratory. The maximum lift shall not exceed six inches. The base must be inspected and approved by an Independent Testing Laboratory and a certified copy of the test results furnished to the County Engineer for approval. Prior to the placement of the first lift of base, the stockpile shall be tested for the specifications found in Item 247 Table 1 and the result furnished to the County Engineer for approval

B7 - Bituminous Pavement

- B7.1 Urban roads require a minimum 2 inch wearing surface of HMA Type D. The mix shall be from a TxDOT certified plant. The mix design shall be submitted to the County Engineer for approval prior to placement of the material. Contractor's Quality Control (CQC) test reports shall be submitted to the County Engineer on a daily basis. As a minimum, daily CQC testing on the produced mix shall include: Sieve Analysis TEX-200-F, Asphalt Content TEX-210-F, Hveem Stability TEX-208-F, Laboratory Compacted Density TEX-207-F, and Maximum Specific Gravity TEX-227-F. The number and location of all HMA tests shall be determined by the County Engineer with a minimum of three, 6-inch diameter field cores secured and tested by the contractor from each day's paving. Each HMA course shall be tested for in-place density, bituminous content and aggregate gradation, and shall be measured for compacted thickness. The number and location of all HMA test samples shall be determined by the County Engineer.
- B7.2 Rural roads may use either the specifications found in Section B7.1 or a two-course surface in accordance with Item 316, treatment wearing surface, of the current edition of the TxDOT Standard Specifications for Construction. The type and rate of asphalt and aggregate shall be indicated on the plans as a basis of estimate and shall be determined at the preconstruction conference. Aggregate used in the mix shall be on the TxDOT Quality Monitoring Schedule. Aggregate shall be Type B Grade 4. Gradation tests shall be required for each 300 cubic yards of material placed with a minimum of two tests per each grade per each project. Test results shall be reviewed by the County Engineer prior to application of the material.

B8 - Concrete Pavement

- B8.1 In lieu of bituminous pavement, **Portland** cement concrete pavement may be used. In such cases, the pavement thickness shall be a minimum of 9 inches of concrete, and shall be jointed and reinforced in accordance with the detail included in Appendix J. The mix shall be from a TxDOT certified plant. The mix design shall be submitted to the County Engineer for approval prior to placement of the material.

B9 - Concrete - General

- B9.1 Unless otherwise specified, concrete shall be in accordance with Item 421 of the current edition of the TxDOT Standard Specifications for Construction and be placed in accordance with the applicable item.
- B9.2 All concrete shall be tested for compressive strength. One set of three concrete test cylinders shall be molded for every 50 cubic yards of concrete placed for each class of concrete per day, or at any other interval as determined by the County Engineer. A slump test shall be required with each set of test cylinders. One cylinder shall be tested for compressive strength at an age of seven days and the remaining two cylinders shall be tested at 28 days of age.

B10 - Road Names, Signs and Markers

- B10.1 All roads shall be named, with prior approval for said name from the Williamson County 911 Addressing Coordinator. Roads must be named in a manner to avoid confusion in identification. Roads that are extensions of existing roads must carry the names of those in existence. Roads that are not continuous, or which have 90 degree turns, shall have different names. The Owner shall provide the Coordinator with two digital files of the plat. One file shall be in an Adobe .pdf format, and the other file shall be in an AutoCAD .dwg format georeferenced to NAD 1983 State Plane Grid Coordinate System, Texas Central Zone (4203), with drawing units of US feet. The road names shall be displayed on standard intersection road marker signs erected by the Owner in compliance with the TxMUTCD "Street Name Signs" and at the locations as indicated on the construction plans.
- B10.2 Traffic control signs (such as stop, yield, and speed limit signs) shall be installed by the Owner of said subdivision in compliance with the **latest version of** the TxMUTCD and at the locations as indicated on the approved construction plans. Other traffic control signs, as shown on the construction plans, shall be installed to indicate any unusual traffic or road hazard or conditions that may exist. All traffic control devices shall be placed in compliance with **latest version of** the TxMUTCD and the construction cost shall be borne by the Owner.
- B10.3 A speed limit of 25 mph for local roads, 30 mph for collector roads and 40 mph for arterial roads within all platted subdivisions is hereby adopted. This limit may be changed only by Commissioners Court upon the basis of an engineering and traffic investigation showing that the prima facie maximum reasonable and prudent speed for a particular road (or part of a road) should be different.

B10.4 The placement of a stop sign or a yield sign on the minor road at intersections shall be evaluated on a case-by-case basis in accordance with the TxMUTCD. An all-way stop sign (multi-way stop) is a traffic control device used to assign the right of way at intersections if certain traffic conditions exist and where the volumes of traffic on the intersecting roads is approximately equal. An all-way stop shall be installed only where warranted. According to the TxMUTCD, an all-way stop sign may be warranted when any of the following conditions exist:

B10.4.1 Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B10.4.2 Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions

B10.4.3 Where the following minimum traffic volumes exist:

- a. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
- b. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
- c. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

B10.4.4 Where no single criterion is satisfied, but where Criteria B10.4.2, B10.4.3(a), and B10.4.3(b) are all satisfied to 80 percent of the minimum values. Criterion B10.4.3(c) is excluded from this condition.

B10.5 For any road that is proposed to be extended at some time in the future, a minimum of five metal channel posts, equally spaced, shall be placed at the end of the road. Each post shall have an 18"x18" red diamond object marker sign (type OM-4 per TxMUTCD) placed four feet above the existing ground.

B10.6 A future road extension sign shall be placed at the end of all roads and temporary cul-de-sacs that are proposed to be extended at some time in the future. The sign shall state the following: Future Extension of <name of road>.

B10.7 Signage that differs from the standard signage that is maintained by the County shall be maintained in accordance with an executed license agreement between the County and the Owner. The signage shall be maintained in such a fashion to comply with the TxMUTCD requirements and the executed license agreement.

B11 - Drainage and Flood Control

B11.1 Stormwater management controls shall be designed, constructed and maintained to restrict the rate of drainage from the platted area to the rate of drainage of the land in its existing condition. When a development shall have several sections, stormwater management controls for the ultimate developed area shall be constructed if not located in the first platted section. Stormwater management controls are to be designed by a Professional Engineer using a basis of a 2, 10, 25, and 100-year storm.

A proposed development may be considered exempt from providing on-site stormwater detention requirements if it meets the requirements of one of the following sections:

B11.1.1 The County has identified "Detention Exempt Stream Reaches" that have been determined to have a stormwater discharge time-to-peak sufficiently long enough (assuming uniform spatial and temporal rainfall distribution of a design storm event) to allow an adjacent proposed development to release undetained stormwater discharges directly into the Detention Exempt Stream Reach without adversely affecting downstream peak discharges. Detention Exempt Stream Reaches are shown in Exhibit 1 and are available in digital format (GIS shapefile) upon request. These reaches include portions of:

- Berry Creek
- Brushy Creek
- North Fork San Gabriel River
- Salado Creek
- San Gabriel River
- South Fork San Gabriel River
- Willis Creek

In order for a proposed development to qualify for a detention exemption, a developer must submit a drainage plan demonstrating that the proposed development meets one of the following criteria:

a. All land connecting the proposed development to a Detention Exempt Stream Reach is owned by the development parties, allowing the proposed development to discharge directly to a Detention Exempt Stream Reach.

OR

b. Necessary property easements are obtained by the development parties and sufficient drainage improvements are constructed in order to safely convey flows up to the 100-year storm event through adjacent properties to a Detention Exempt Stream Reach.

B11.1.2 Plats with three or less lots for single family residential use, with less than 20% impervious cover per lot.

B11.1.3 Plats with all lots of 2 acres or more and less than 20% of impervious cover per lot.

B11.1.4 Exemptions for on-site stormwater detention based on peak discharge timing will not be considered for proposed developments that do not meet the criteria described in this section.

- B11.2 When calculating peak flows, the runoff curve number shall remain the same between existing and proposed conditions, using the assumption of raw (undeveloped) land with no impervious cover. The existing and proposed percentage of impervious cover shall be input individually for each condition. For the proposed conditions, the maximum potential percentage of impervious cover shall be used.
- B11.3 Detention volume shall be sized by comparing the existing peak runoff produced by the site versus the proposed peak runoff produced by the site, for the 2, 10, 25 and 100 year frequency rainfall event. Methods used to analyze the pre and post development conditions should focus on the proposed changes in impervious cover and time of concentration associated with development of the site. The points of analysis must be consistent between existing and proposed scenarios for a direct and accurate assessment of impacts. The timing of hydrographs may not be used to demonstrate a decrease of proposed peak flows from the developed site.
- B11.4 Impervious cover assumptions must be clearly stated within the drainage report.
- B11.5 Drainage calculations shall be made using the latest edition of the City of Austin's Drainage Criteria Manual except where otherwise specified in the regulations herein, or other methods satisfactory to the County Engineer. All data and calculations must be presented to the County Engineer as part of the construction plans or drainage report. The following requirements shall be incorporated into the design:
- B11.5.1 Bridges and cross drainage structures for arterial, collector, and local roads shall be designed to convey the 25-year storm without overtopping the facility.
- B11.5.2 All longitudinal drainage structures shall be designed to convey the 10-year storm.
- B11.5.3 On curb and gutter roadways, the roadway shall be designed so that no more than one half of one travel lane shall be inundated by the 10 year storm.
- B11.6 All drainage structures and appurtenances shall be designed by a Registered Professional Engineer. A profile shall be shown in the construction plans for all drainage structures. Each profile shall show the design flow, velocity, invert elevations, and the hydraulic grade line.
- B11.7 The Preliminary Plat Drainage Report must include, but not be limited to:
- B11.7.1 Project description and location
- B11.7.2 Description of the overall rainfall-runoff conveyance within the development
- B11.7.3 Describe the management of off-site runoff draining toward the development
- B11.7.4 Overall hydrologic analyses, discuss:
- Land use assumptions, runoff coefficients and curve numbers
 - Rainfall source, depths, and distribution
 - Existing and proposed peak flows at points of interest
- B11.7.5 Provide existing and proposed drainage area maps with associated parameters:
- Drainage area boundaries and sizes
 - Labeled contours
 - Time of concentration paths and values

- Location of bridges and major culverts
 - Creeks, watercourses, channels and drainage easements
 - Ensure drainage areas and points of interest are consistent between existing and proposed conditions for a “like to like” comparison
- B11.7.6 Preliminary stormwater detention analyses (as applicable), provide:
 - Location and approximate volume of detention facilities
- B11.7.7 Hydraulic analyses
 - Evaluation and discussion of the conveyance of stormwater from the site to a downstream defined watercourse for all drainage outfalls leaving the development
- B11.7.8 Floodplain study, provide:
 - Effective and preliminary FEMA floodplains, as applicable
 - Floodplain exhibit showing floodplain boundary
 - Explanation and location of anticipated floodplain improvements that may require a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR)
- B11.8 The Refined Drainage Report must include, but not be limited to:
 - B11.8.1 Project description and location
 - B11.8.2 Evaluate and discuss the refined rainfall-runoff conveyance within the development
 - B11.8.3 Evaluate and discuss the management of off-site runoff draining toward the development
 - B11.8.4 Hydrologic analyses:
 - Provide details of how the following parameters were determined:
 - Land use assumptions
 - Runoff coefficients and curve number background data, per Appendix B11.2
 - Time of concentration and lag time calculations
 - Rainfall source, depths, and distribution
 - Routing reach parameters
 - Provide existing and refined proposed drainage area maps with associated parameters:
 - Drainage area boundaries and sizes
 - Labeled contours and north arrow
 - Time of concentration paths and values
 - Runoff coefficients or curve numbers
 - Peak flows at points of interest
 - Location of bridges and cross culverts
 - Creeks, watercourses, channels and drainage easements
 - Ensure drainage areas and points of interest are consistent between existing and proposed conditions for a “like to like” comparison
 - Provide existing and proposed electronic hydrologic model with program version stated in report
 - Provide any Rational Method calculations
 - B11.8.5 Stormwater detention analyses (as applicable), provide:
 - Peak flows at points of interest for the 2-, 10-, 25- and 100-year events
 - Location and volume of detention facilities
 - Stage-storage-discharge tables
 - Outlet structure details

- Description/details on pond outfall conveyance to downstream defined watercourse

B11.8.6 Hydraulic analyses

- Provide details of how the following parameters were determined:
 - Downstream boundary conditions
 - Manning's n values
 - Ineffective flow areas
 - Contraction/expansion coefficients
 - Entrance/exit loss coefficients
- Discuss energy dissipation at outfalls
- Evaluate any changes in drainage patterns from existing to proposed conditions at all points of interest leaving the site
- Evaluation and discussion of the conveyance of stormwater from the site to a downstream defined watercourse for all drainage outfalls leaving the development

B11.8.7 Floodplain study, provide:

- Effective and preliminary FEMA floodplains, as applicable
 - If modifying, include the original, existing condition and proposed models
- Floodplain exhibit clearly showing:
 - Refined floodplain boundary
 - Labeled contours and north arrow
 - Location of cross sections used in hydraulic model
 - 100-year water surface elevations (BFE) at cross sections
- Electronic HEC-RAS model with program version stated in report
- Flow data that matches hydrologic analysis for 2, 10, 25, and 100-year events
- Explanation and location of anticipated floodplain improvements that may require a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR)

B11.9 Driveway culverts shall have a minimum interior diameter of 18" or equal and a minimum length of 22 feet, and shall include a concrete apron safety treatment in accordance with City of Austin Standard Detail 508S-20, "Storm drain Outfall Protection Culvert Under Roadway/Inline". Larger or longer culverts shall be installed if necessary to accommodate drainage based upon a 10-year flow frequency. All driveway culverts shall have safety end treatments with concrete aprons.

B11.10 At some point within the first ten feet from the edge of the roadway gutter, the entire width of a driveway shall have the same or greater elevation as the top of the curb at the edge of the roadway.

B11.11 Maintenance responsibility for drainage will not to 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.

B11.12 Easements shall be provided, where necessary, for all drainage courses and identified floodplains in and across property to be platted. The location and width shall be shown on the plat and marked "Drainage Easement" or "Drainage and Underground Utilities Easement". In general, a "Drainage Easement" shall be a minimum of 20 feet in width and a "Drainage and Underground Utilities Easement" shall be a minimum of 30 feet in width.

B11.13 All roadside ditches shall have a minimum depth, as measured from the edge of the road pavement, equal to the diameter of the driveway culvert pipe(s) plus nine inches, and a bottom width equal to the diameter of the driveway culvert pipe(s). The side slopes of the ditches are to be 3:1 or flatter.

B11.14 Roadside ditches may be eliminated within a rural subdivision provided that the road has 18-inch ribbon curbs, the roadway surface has an adequate cross slope, and the overall drainage patterns throughout the subdivision remain as in an undeveloped state.

C1 - Owner's Dedication

www

KNOW ALL MEN BY THESE PRESENTS;

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____, 20____.

<Typed Address>

**** There must be a separate signature block, each with a notary signature block, for each owner on the deed.**

The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the County, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the County and that the Owner of the improvement shall be responsible for the relocation and/or replacement of the improvement.

C3 - Roadway Construction

In approving this plat by the Commissioners Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioners Court of Williamson County, Texas. Said Commissioners Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.

C4 - Owner's Responsibilities

It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.

The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.

C5 - County Judge's Approval

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

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

<name of current judge>, County Judge
Williamson County, Texas

Date

C6 - County Clerk's Certification

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

I, *<name of current clerk>*, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 20____ A.D., at ____ o'clock, ____ M., and duly recorded this the day of _____, 20____ A.D., at ____ o'clock, ____ M., in the Official Public Records of said County in Instrument No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

<name of current clerk>, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

C7 - On-Site Sewage Facility Approval

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the 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. Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

<name of current county engineer>
<title>, Williamson County Engineer

Date

C8 - Floodplain Administrator Approval

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 Williamson County Floodplain Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

<name of current floodplain administrator>
Williamson County Floodplain Administrator

Date

C9 - Development Notes

The following notes are required on all plats:

C9.1 Drainage Maintenance

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

C9.2 Utility Service Providers:

WATER SERVICE IS PROVIDED BY: [NAME OF PROVIDER OR ON-SITE PRIVATE WELL]
WASTEWATER SERVICE IS PROVIDED BY: [NAME OF PROVIDER OR ON-SITE SEWAGE FACILITY]

The following notes are required if applicable:

C9.3 Rural Mailboxes

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

C9.4 Replats

EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF _____, AS RECORDED IN DOCUMENT _____ IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

C9.5 Sight Distance Easements

NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.

C9.6 Sidewalk Maintenance

ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

C9.7 Minimum Finished Floor Elevation

EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

C10 - Floodplain Notes

The following notes are required on all plats, unless otherwise indicated:

C10.1 Flood Hazard Area

[NO LOT IN THIS SUBDIVISION IS] [LOTS __, __ AND __ ARE] 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. [_____] E], EFFECTIVE DATE _____, 20__ FOR WILLIAMSON COUNTY, TEXAS.

C10.2 Certificate of Compliance

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.

C10.3 Floodplain

The following notes are required on plats with lots encumbered by or adjacent to an established floodplain:

A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK/LOTS __, __ AND __ 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 LOCATION.

THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY _____, DATED _____, 20__.

C11 – Stormwater Management Notes

The following notes are required as applicable (these notes may be modified with County Engineer approval):

C11.1 THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.____.

C12 - Road Name and 911 Addressing Approval

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

Williamson County Addressing Coordinator

Appendix D - Plat Application



County Engineers' Office
3151 SE Inner Loop, Suite B
Georgetown, TX 78626
Telephone (512) 943-3330
Fax (512) 943-3335
Email: development@wilco.org

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION	
APPLICATION DATE*:	RESUBMITTAL: <input type="checkbox"/> YES <input type="checkbox"/> NO
PROJECT NAME:	
PROJECT ADDRESS OR LOCATION:	
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:	
NUMBER OF LOTS:	TOTAL ACREAGE:
JURISDICTION: <input type="checkbox"/> CITY LIMITS <input type="checkbox"/> ETJ <input type="checkbox"/> OUTSIDE ALL CITY LIMITS AND ETJs	

*This application shall expire five (5) years from the Application date if the project becomes dormant, as defined by Sec. 245.005, Texas Local Government Code, as amended. This application shall expire forty five (45) days from the date the Application is submitted if, after proper notification, the Application remains incomplete, as defined by Sec. 245.002e, Texas Local Government Code, as amended.

TYPE OF APPLICATION			
<input type="checkbox"/> PRELIMINARY PLAT	<input checked="" type="checkbox"/> CONSTRUCTION PLANS	<input type="checkbox"/> FINAL PLAT	<input type="checkbox"/> AMENDED PLAT / REPLAT

DIGITAL FILE SUBMISSION	
<input type="checkbox"/> ADOBE .pdf and <input type="checkbox"/> AutoCAD .dwg to COUNTY ENGINEER (email: development@wilco.org)	
<input type="checkbox"/> ADOBE .pdf and <input type="checkbox"/> AutoCAD .dwg to 911 ADDRESSING (email: gis@wilco.org)	

CONTACT INFORMATION					
AGENT INFORMATION			PROPERTY OWNER INFORMATION		
FIRM NAME:			OWNER NAME:		
CONTACT:			CONTACT:		
ADDRESS:			ADDRESS:		
CITY:	STATE:	ZIP:	CITY:	STATE:	ZIP:
PHONE: ()		FAX: ()	PHONE: ()		FAX: ()
EMAIL:			EMAIL:		
DEVELOPER INFORMATION			SURVEYOR INFORMATION		
FIRM NAME:			FIRM NAME:		
CONTACT:			CONTACT:		
ADDRESS:			ADDRESS:		
CITY:	STATE:	ZIP:	CITY:	STATE:	ZIP:

PHONE: ()		FAX: ()		PHONE: ()		FAX: ()	
EMAIL:				EMAIL:			
ENGINEER INFORMATION				OTHER CONTACT INFORMATION (IF DIFFERENT)			
FIRM NAME:				OWNER NAME:			
CONTACT:				CONTACT:			
ADDRESS:				ADDRESS:			
CITY:		STATE:		CITY:		STATE:	
ZIP:				CITY:		STATE:	
PHONE: ()		FAX: ()		PHONE: ()		FAX: ()	
EMAIL:				EMAIL:			

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION		
<p>By my signature, I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the development/subdivision of this property.</p>		
Signature:	Printed Name:	Date:
Signature:	Printed Name:	Date:
<p>By signing this form, the owner of the property owner authorizes Williamson County to begin proceedings in accordance with the process for this type of application indicated on page one of this application. The owner further acknowledges that submission of an application does not in any way obligate the County to approve the application and that although County staff may make certain recommendations regarding this application, the Commissioners Court may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.</p>		

CALCULATION OF FEES			
PRELIMINARY PLAT: \$500 + ____ lots x \$30 per lot = \$ _____	CONSTRUCTION PLANS: ____ lots x \$30 per lot + ____ feet road x \$1.00 per foot = \$ _____	FINAL PLAT: \$500 + ____ feet road x \$1.00 per foot + ____ lots x \$25 per lot = \$ _____	AMENDED PLAT / REPLAT: \$500

RECEIPT BY WILLIAMSON COUNTY (Office use only)	
Date Application Received: ____ / ____ / 20____	Date Application Accepted / Rejected: ____ / ____ / 20____
Signature:	Signature:
<p>Receipt of this application by Williamson County does not provide confirmation or acceptance of a complete application, nor does it waive requirements for any additional information not contained as part of this application which may also be needed as a part of the review process.</p>	

Appendix E - Plat Review and Approval Authority in ETJ's

ETJ	Review Authority	Are plats approved by the Wilco Commissioners Court?	County Judge Signature Block Required?	County Clerk Signature Block Required?	Wilco Addressing Coordinator Block Required?
Austin ETJ	City of Austin	No	No	Yes	Yes
Cedar Park ETJ	City of Cedar Park	No	No	Yes	Yes ⁴
Coupland ETJ	Williamson County	Yes	Yes	Yes	Yes
Florence ETJ	City of Florence	No	No	Yes	Yes
Georgetown ETJ	Joint ¹	No	No	Yes	No
Granger ETJ	City of Granger	No	No	Yes	Yes
Hutto ETJ	Varies ²	Varies ²	Varies ²	Yes	Yes
Jarrell ETJ	Williamson County	Yes	Yes	Yes	Yes
Leander ETJ	City of Leander	No	No	Yes	Yes
Liberty Hill ETJ	Joint ¹	No	No	Yes	Yes
Round Rock ETJ	Varies ³	Varies ³	Varies ³	Yes	Yes ⁵
Taylor ETJ	City of Taylor	No	No	Yes	Yes
Thrall ETJ	City of Thrall	No	No	Yes	Yes
Weir ETJ	City of Weir	No	No	Yes	Yes
Williamson County	Williamson County	Yes	Yes	Yes	Yes

¹ In the Georgetown and Liberty Hill ETJ's, both the County and the respective city have joint, cooperative review authority. In these cases, there is a common rule book, or "Unified Development Code", that is used by both the City and County. The County's review comments are forwarded to the respective city for inclusion along with that city's review comments.

² In the Hutto ETJ, whether or not the plat is approved by the Williamson County Commissioners Court depends on whether there's going to be public sewer, and then only if the subdivision boundary is contiguous with the existing Hutto city limit. If so, the City of Hutto has review authority as they will annex this subdivision into their city. If not (i.e., there will be OSSD, there is a MUD, or just a water authority only), the Williamson County Commissioners Court will approve the plat. In the Star Ranch development, a joint review is performed by both Williamson County and the City of Hutto.

³ The Round Rock ETJ is geographically segmented, where designated areas of the ETJ are under the review authority of Williamson County and plats in these areas are approved by the Williamson County Commissioners Court. The remaining areas within the ETJ are under the review authority of the City of Round Rock and plats in these areas are approved by the City of Round Rock.

⁴ The City of Cedar Park assigns addresses within the Block House subdivision.

⁵ The City of Round Rock assigns addresses within the Paloma Lake and Siena subdivisions and the portion of the Teravista subdivision that lies within the Round Rock ETJ.

Appendix F – Lot Requirements

F1 - Lot Dimensions

- F1.1 Lots shall be a minimum of 30 feet in width as measured 25 feet from the front property line.
- F1.2 Any lot that could potentially be further subdivided shall have a minimum width of 50 feet.
- F1.3 For determining the area required for an on-site sewage facility, the minimum lot size shall be in accordance with the current regulations of the Williamson County **OSSF Order**, or with the requirements of any other agency responsible for issuing permits for on-site sewage disposal as may be designated by the Williamson County Commissioners Court. Drainage easements, beds and banks of wet weather creeks, bodies of water, and road widening easements shall not be included when calculating the lot area.

F2 - Setback Requirements

- F2.1 The building setback line on major highways and roads shall be 50 feet from the edge of the right-of-way.
- F2.2 The building setback line on all public roads other than major highways and roads shall be 25 feet from the edge of the right-of-way.
- F2.3 The following roads are designated as major highways and roads. The Commissioners Court may specify additional roadways upon recommendation by the County Engineer:
- All state and federal system roadways
 - Chandler Road
 - County Roads numbered: 100, 101, 108, 110, 111, 112, 119, 120, 137, 138, 152, 175, 176, 177, 200, 202, 214, 236, 237, 241, 245, 254, 279, 303, 304, 313 and 332
 - Gattis School Road
 - Limmer Loop
 - McNeil Road
 - **Ronald Reagan Boulevard**
 - S A.W. Grimes Boulevard
 - Sam Bass Road
 - Shell Road
 - University Boulevard
 - Williams Drive
- F2.4 A map designating in a general manner these setback lines is on file with the County Clerk.
- F2.5 If the building set back lines as stated above conflict with the setback requirements adopted by a municipality, the municipal requirements shall prevail if they are in the ETJ of the municipality.

Appendix G – Roadway Cross-Sections

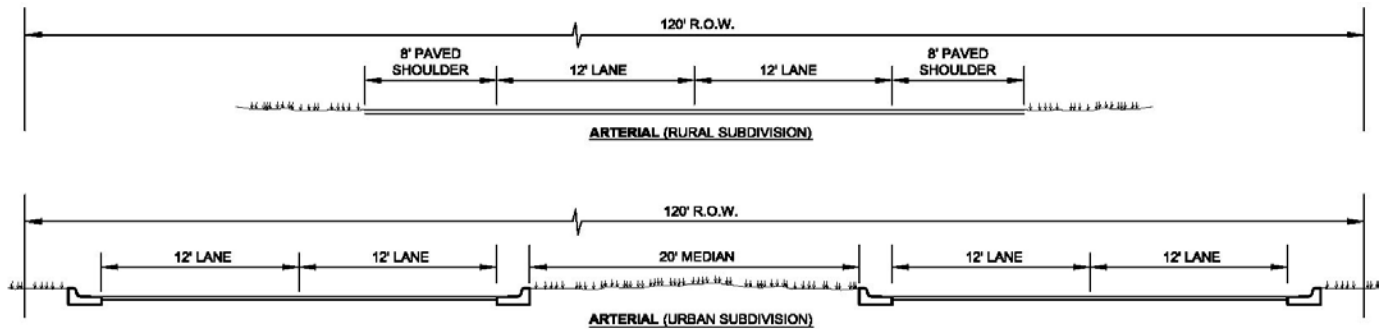


Figure G-1: Arterial Road Cross Sections

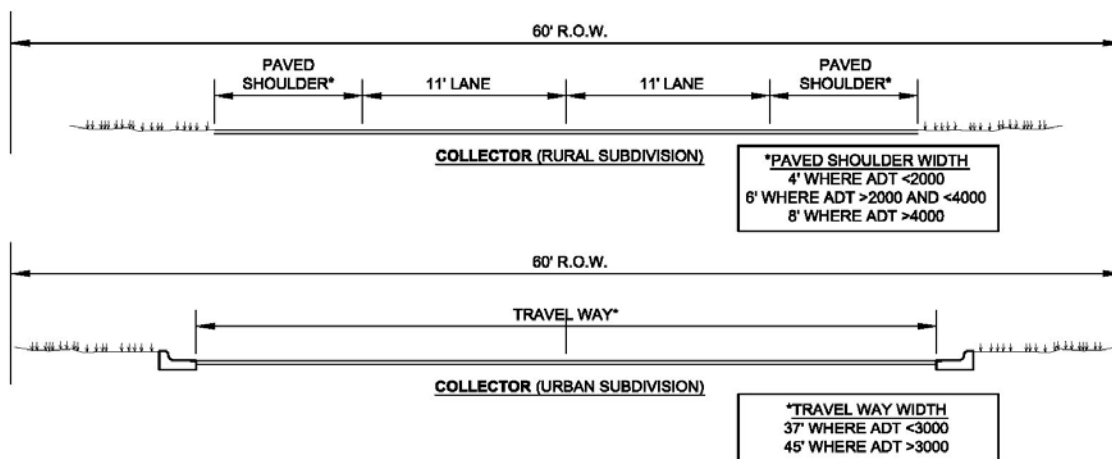


Figure G-2: Collector Road Cross Sections

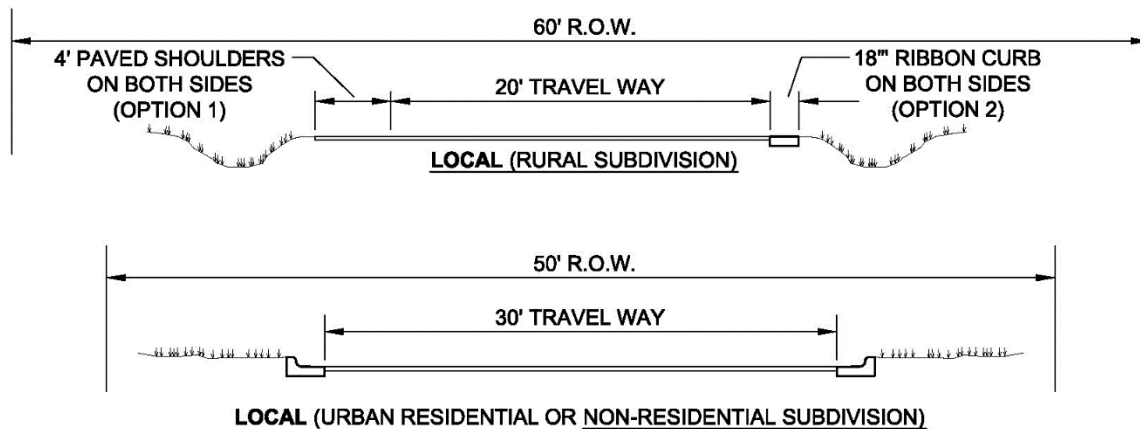


Figure G-3: Local Road Cross Sections

Appendix H – Curb Details

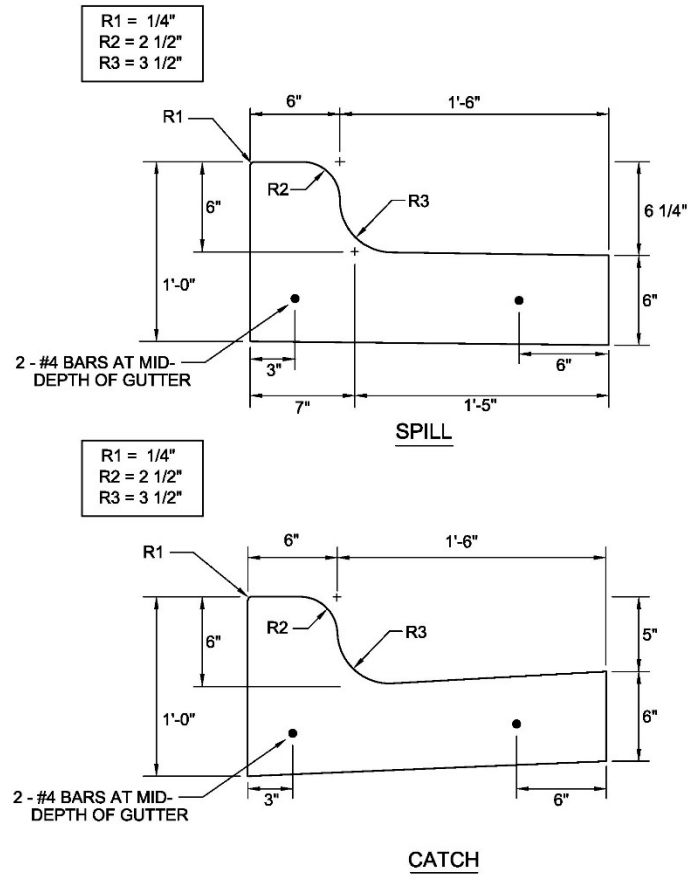


Figure H-1: 24-inch Curb & Gutter Detail

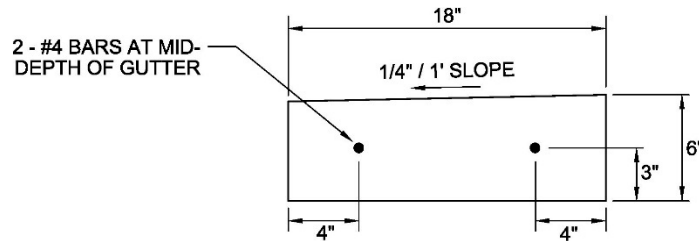
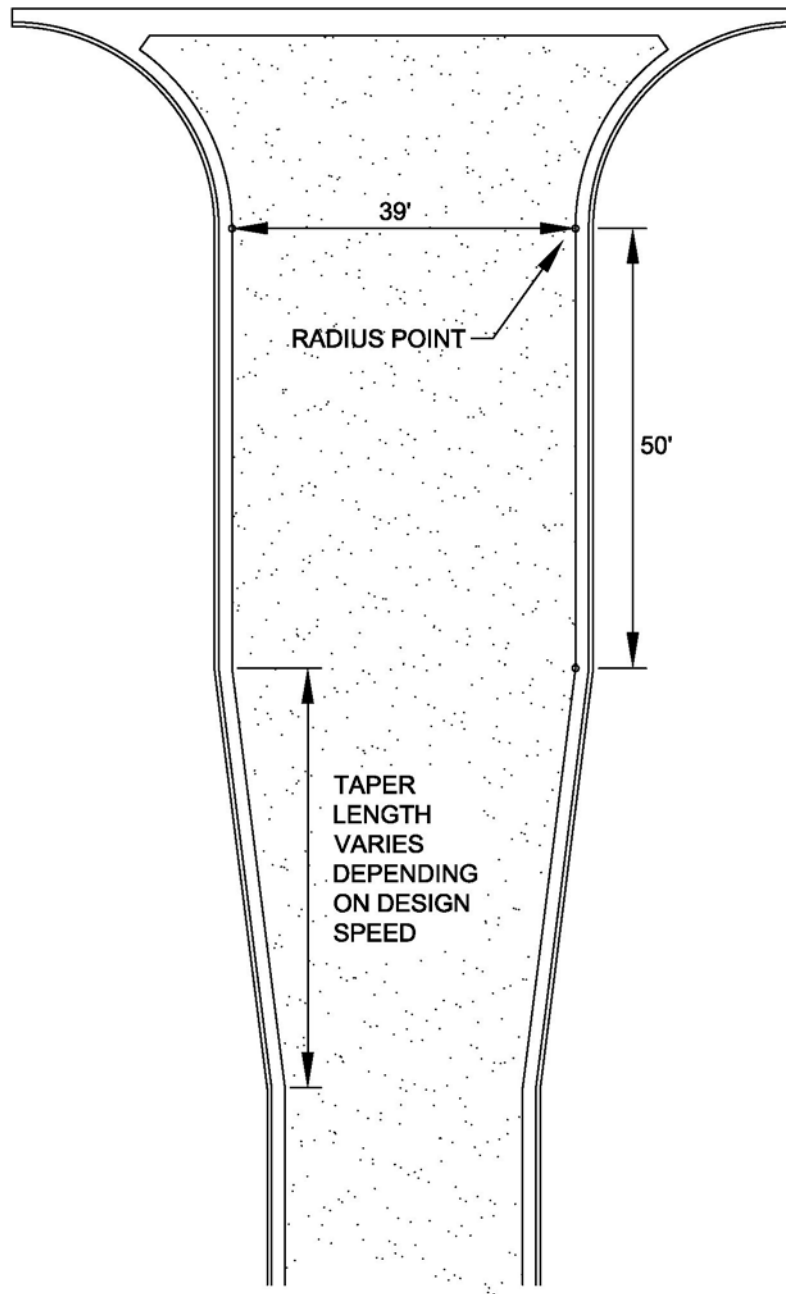


Figure H-2: 18" Ribbon Curb Detail

Appendix I – Concrete Pavement Details

- I.1 Until specific design parameters, details and specifications have been formally adopted by Williamson County, all concrete pavement design, details and specifications shall be provided by a Registered Professional Engineer.

Appendix J –Intersection Approach Detail



Appendix K – County Clerk's Recording Checklist

Williamson County Clerk's Recording Checklist

The County Clerk's Recording office is located in the Justice Center, 405 Martin Luther King Street, Basement Level, in Georgetown. Inquiries can be made by calling 512-943-1519.

Plats that meet the following requirements will be recorded in the order and time received. Due to the complexities of the recordation process, plats cannot be processed on a walk through basis. Submitters will receive notification via email or phone when the plat has been recorded.

K.1 Previous approval of the subdivision plat. All plats **must have been approved by a municipal planning / development department or the County Commissioners Court prior to recording** by the County Clerk's Recording Office.

- If the subdivision is located **within the city limits** of a municipality the plat must have been approved and signed by the appropriate municipality official(s).
- If the subdivision is located **within the extra-territorial jurisdiction (ETJ)** of a municipality, the plat must have been approved **and signed** by the municipality officials. However, some locations within an ETJ require the joint approval by the municipality and the County Commissioners' Court. In those instances, the plat must have been signed by the appropriate municipality officials and County official(s) before the plat can be recorded. See Appendix E- Plat Review and Approval Authority in ETJ's. The County Clerk will seek the County Judge's signature after Commissioners Court has approved the plat.
- If the subdivision is **not located within the city limits or the ETJ** the plat **must have been approved by the County Commissioners Court and must have been signed by the appropriate official(s) before recording.** The County Clerk will seek the County Judge's signature after Commissioners Court has approved the plat. *Contact the County Engineer's office at (512) 943-3330 for information.*

K.2 Submission of the subdivision plat, supporting documentation and fees

Original copy of the subdivision plat. Images can be printed on 18" X 24" paper or Mylar. Plats **must contain original "wet" signatures and notary seals.** Electronic or digital signatures are not permitted. Names must be clearly and legibly typed or printed under all signatures. All portions of the plat must be clear, legible and suitable for reproduction. The County Clerk's Certification block must contain all wording as defined in Appendix C6 and include significant room for time, date and instrument entries. The wording must be at least 8 point type. A space measuring at least 1 ½ "X 1 ½ "is required near the County Certification block for the County seal.

Digital submission of plats is currently being deliberated. Check with the County Clerk's office at (512) 943-1519 for status updates.

Affidavit(s) for Recordation. An original, signed and notarized Affidavit is required from each property owner on the plat (See Appendix L).

Williamson County Tax Certificate(s). Texas State law requires submittal of an original tax certificate for each tract or parcel included in the subdivision plat, showing that the taxes are currently in good standing (Property Code, Section 12.002 (e)). Tax certificates are required even for non-taxable entities such as churches and government agencies. Tax certificates can be purchased at the Williamson County Tax Assessor Collector's office, 904 South Main Street in Georgetown.

County Plat Recording Fees. Recording fees total \$91.00 for the first sheet and \$75.00 for each additional sheet. Extra copies submitted with the plat will not be annotated; however, the Recording Office will provide a copy of the recorded plat for a fee of \$5.00 per page. Checks should be made out to "Williamson County Clerk". Cash is also accepted.

	1 sheet	2 sheets	3 sheets	4 sheets	5 sheets	6 sheets	7 sheets
Original plat	\$91.00	\$166.00	\$241.00	\$316.00	\$391.00	\$466.00	\$541.00

K.3 Plat Cover Sheet. The submitter will complete the name of the subdivision and contact information, leaving all other portions blank (*See Appendix M*).

K.4 Items Returned to the Plat Submitter. The plat submitter will receive the recorded copy of the plat, the Plat Map Recording Sheet, a receipt for recording fees, and, if requested, a copy of the Plat Cover Sheet. Tax Certificates and Affidavits will be kept by the County.

K.5 Font Size. All text on subdivision plats shall have a **font size of 8 points or greater.**

K.6 Legibility. All portions of the plat must be clear, legible and suitable for reproduction.

K.7 County Clerk Certification. A space measuring 1 ½ " x 1 ½ " is required near the County Signature Block for the County Seal. The County Clerk's signature block **must contain all wording** as defined in Appendix C6, have substantial room to enter the time and date entries and be at least 8 point type.

Appendix L – Williamson County Affidavit for Recordation

**WILLIAMSON COUNTY
AFFIDAVIT FOR RECORDATION**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned affiant, who, first duly sworn upon his/her oath, did state:

“My name is _____. I am over the age of eighteen years.
_____ (the “Owner”, whether one or more) is/are the sole owner(s)
of the property described in the plat of the subdivision to be known as _____
_____ (the “Subdivision”). I am the Owner. The original tax certificate(s) attached
to the plat of the Subdivision describe all of the property contained within the Subdivision
and all taxing entities with jurisdiction over the Subdivision.”

(Signature)

(Printed Name)

THE 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 _____, known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office on this the _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Texas

My commission expires: _____

SEAL

Appendix M – Plat Cover Sheet

Nancy E. Rister
Williamson County Clerk
Nrister@wilco.org



405 Martin Luther King Jr St
Georgetown, TX 78627
Basement Level
(512) 943-1515

PLAT COVER SHEET

SUBDIVISION NAME: _____

DATE RECEIVED: _____ TIME RECEIVED: _____

CONTACT PERSON: _____

CITY OF: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

☐ AFFIDAVIT FOR RECORDATION ☐ TAX CERTIFICATES ☐ RECORDING FEE

DATE APPROVED IN COMMISSIONERS' COURT: _____

Rejected? ☐ Yes ☐ No (Circle One)

Reason: _____

1) _____

2) _____

3) _____

4) _____

Rejected Plat picked up by: _____ Date: _____

or

Recorded Plat picked up by: _____ Date: _____

Appendix N – Fee Summary



Preliminary Plat Review		\$500 + \$30/lot
Final Plat Review		\$500 + \$1/ft of road + \$25/lot
Construction Plan Review		\$30/lot + \$1/ft of road
Other Fees:		
	Public Notice	\$100 + actual cost
	Replat / Amendment of Final Plat	\$500
	Variances	\$250/type
	Extension of Preliminary Plat*	No fee*
	Vacation of R.O.W or Easement	\$100
	Construction Inspection	2.5% of construction cost**
	Hard copy of Regulations	\$10

**No fee for a preliminary plat extension with no modifications. If there are modifications, the fee will be \$30/lot for only those lots being modified.*

***Based on the cost of soil erosion and sedimentation controls, and roadway and drainage construction.*

Appendix O – Affidavit for Exemption



Appendix A3 of the Williamson County Subdivision Regulations outlines several policy guidelines adopted by the Commissioners Court stating when the division of an existing tract shall be considered exempt from the requirements for filing of a plat. To claim any exemption listed in this subsection, the person or entity who claims to be entitled to any exclusion to platting set out in these Guidelines shall provide this Affidavit, along with a copy of the deeds or other instruments creating the daughter tracts referenced by this Affidavit.

I, _____ (*Owner/Agent*), am the Owner/Owner's Agent of a _____ -
acre tract of land located at _____ (*Address*), in Williamson County, Texas, parcel
ID number R_____. I request exemption from the requirements of filing a plat based on the following:

- ☐ A tract whose boundary has not changed since February 21, 1985. (*Subparagraph A3.1.1*)
- ☐ Daughter tracts created solely for purposes of platting them as individual subdivisions in their own right. (*Subparagraph A3.1.2*)
- ☐ An adjustment or change of the property lines which separate two adjacent landowners. (*Subparagraphs A3.1.3 and A3.1.4*)
- ☐ A smaller tract surveyed out of the parent tract solely for the purposes of obtaining financing for purchase or improvement of that part of the property. (*Subparagraph A3.1.5*)
- ☐ A smaller tract created by the legitimate foreclosure of a valid lien on a part of the parent tract. (*Subparagraph A3.1.6*)
- ☐ The property divided by the final decree of a court of record with appropriate jurisdiction. (*Subparagraph A3.1.7*)

The exemption(s) requested shall comply with all other conditions and provisions outlined in Appendix A3 of the Regulations.

Attached with this affidavit are copies of the deeds or other instruments creating the daughter tracts referenced by this Affidavit.

Signed

Date

Approved (Williamson County)

Date

Appendix P – Plats Completeness Checklist

P1 – Preliminary Plat

COMPLETENESS CHECKLIST PRELIMINARY PLAT



The following items must be provided to the County Engineer's Office with each Preliminary Plat application in order to be accepted as a complete application for review.

- ☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)
- ☐ Application review fee (\$500 + _____ lots x \$30 per lot = \$_____)
- ☐ Preliminary Plat document including the following:
 - ☐ A digital file of the Final Plat in Adobe .pdf format.
 - ☐ The Preliminary Plat shall be shown on a single sheet (additional detail sheets okay to show all required information).
 - ☐ Existing topographic contours at a minimum of 2 foot intervals.
 - ☐ Survey ties across all existing right-of-way located adjacent to the boundary of the subdivision and dimensions from the centerline of all existing pavement to the edge of the right-of-way.
 - ☐ Centerline tangent lengths and curve data for all proposed roads.
 - ☐ A table on the Preliminary Plat that includes all proposed roadways and their respective name, functional classification, design speed, length, right-of-way width, pavement width, rural/urban and whether public/private.
 - ☐ Locations and approximate sizing of proposed stormwater detention basins shall be shown on the Preliminary Plat. If exempt from providing stormwater detention, state such on the Preliminary Plat.
- ☐ The proposed subdivision complies with the Williamson County Long Range Transportation Plan (Appendix B2.1 of the Subdivision Regulations).
- ☐ A copy of the current deed(s) showing ownership of the property being subdivided.
- ☐ A preliminary drainage report (see separate checklist for minimum requirements).
- ☐ Documentation showing submittal of the Preliminary Plat to the Williamson County 911 Addressing Coordinator (can be emailed to gis@wilco.org) and the appropriate emergency service district (ESD).
- ☐ A variance request (if applicable).
- ☐ A paperless electronic submittal of all required information above on a labeled CD-ROM or flash drive.

This checklist is not a complete list of all state and local subdivision regulations. The purpose of this checklist is to assist the applicant in preparing a complete application so that it may be accepted by the County and the review process can begin.

P2 – Final Plat

COMPLETENESS CHECKLIST FINAL PLAT



The following items must be provided to the County Engineer's Office with each Final Plat application in order to be accepted as a complete application for review.

- ☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)
- ☐ Application review fee (\$500 + _____ feet road x \$1.00 per foot + _____ lots x \$25 per lot = \$_____)
- ☐ Final Plat document including the following:
 - ☐ A digital file of the Final Plat in Adobe .pdf format.
 - ☐ A table on the Final Plat that includes all proposed roadways and their respective name, length, design speed, right-of-way width and whether public/private.
 - ☐ A table on the Final Plat that includes driveway culvert sizing for all lots designed by a registered professional engineer (if applicable).
 - ☐ Delineation of the 100-year floodplain on the Final Plat based on an engineering study or FEMA flood study and minimum finished floor elevations for each lot adjacent to the floodplain (if applicable).
 - ☐ The Final Plat shall include approval signatures blocks and metes and bounds description of the property to be subdivided certified by a Registered Professional Land Surveyor.
- ☐ The proposed subdivision complies with the Williamson County Long Range Transportation Plan (Appendix B2.1 of the Subdivision Regulations).
- ☐ A copy of the current deed(s) showing ownership of the property being subdivided.
- ☐ A letter of serviceability from an entity or entities providing water service unless individual private wells.
- ☐ An approved refined drainage report (see separate checklist for minimum requirements).
- ☐ Sufficient Bond has been provided and construction plans approved, **OR**
- ☐ Infrastructure constructed, inspected and accepted for County Maintenance
- ☐ If the subdivision will contain on-site private well and/or an on-site sewage facility (OSSF), provide documentation of a submittal of an OSSF subdivision review to the Williamson County OSSF Program.
- ☐ A variance request (if applicable).
- ☐ A paperless electronic submittal of all required information above on a labeled CD-ROM or flash drive.

This checklist is not a complete list of all state and local subdivision regulations. The purpose of this checklist is to assist the applicant in preparing a complete application so that it may be accepted by the County and the review process can begin.

P3 – Replat

COMPLETENESS CHECKLIST REPLAT/AMENDED PLAT



The following items must be provided to the County Engineer's Office with each Replat/Amended Plat application in order to be accepted as a complete application for review.

- ☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)
- ☐ Application review fee (\$500)
- ☐ Replat/Amended Plat document including the following:
 - ☐ A digital file of the Replat/Amended Plat in Adobe .pdf format.
 - ☐ A table on the Replat/Amended Plat that includes all proposed roadways and their respective name, length, design speed, right-of-way width and whether public/private.
 - ☐ A table on the Replat/Amended Plat that includes driveway culvert sizing for all lots designed by a registered professional engineer (if applicable).
 - ☐ Delineation of the 100-year floodplain on the Replat/Amended Plat based on an engineering study or FEMA flood study and minimum finished floor elevations for each lot adjacent to the floodplain (if applicable).
 - ☐ The Replat/Amended Plat shall include approval signatures blocks and metes and bounds description of the property to be subdivided certified by a Registered Professional Land Surveyor.
- ☐ The proposed subdivision complies with the Williamson County Long Range Transportation Plan (Appendix B2.1 of the Subdivision Regulations).
- ☐ A copy of the current deed(s) showing ownership of the property being subdivided.
- ☐ A copy of the existing plat(s).
- ☐ A letter of serviceability from an entity or entities providing water service unless individual private wells.
- ☐ An approved refined drainage report (see separate checklist for minimum requirements).
- ☐ Sufficient Bond has been provided and construction plans approved, **OR**
- ☐ Infrastructure constructed, inspected and accepted for County Maintenance
- ☐ If the subdivision will contain on-site private well and/or an on-site sewage facility (OSSF), provide documentation of a submittal of an OSSF subdivision review to the Williamson County OSSF Program.
- ☐ A variance request (if applicable).
- ☐ A paperless electronic submittal of all required information above on a labeled CD-ROM or flash drive.

This checklist is not a complete list of all state and local subdivision regulations. The purpose of this checklist is to assist the applicant in preparing a complete application so that it may be accepted by the County and the review process can begin.

Appendix Q – Drainage Completeness Checklist

Q1 – Preliminary Plat Drainage Report

COMPLETENESS CHECKLIST PRELIMINARY PLAT DRAINAGE REPORT



This application is intended to provide the minimum information and data needed for the County to assess the Preliminary Plat Drainage Report. The following documentation is the minimum required for acceptance of the Preliminary Plat Drainage Report:

- ☐ Preliminary plat drainage report that is signed and sealed by a professional engineer
- ☐ Site vicinity map
- ☐ Description of the overall rainfall-runoff conveyance within the development
- ☐ Describe the management of off-site runoff draining toward the development
- ☐ Rainfall source and depths
- ☐ Drainage area maps per Appendix B11.7.5
 - ☐ Proposed drainage area map
 - ☐ Existing drainage area map
 - ☐ Labeled contours
 - ☐ Time of concentration paths and values
 - ☐ Proposed peak flows at points of interest
 - ☐ Existing peak flows at points of interest
 - ☐ Locations of bridges and major culverts
 - ☐ Creeks, watercourses, channels and drainage easements
- ☐ Preliminary detention pond locations and approximate volumes
- ☐ Discussion of the conveyance of stormwater from the site to a downstream defined watercourse for all drainage outfalls leaving the development
- ☐ Preliminary floodplain exhibit with 100-yr floodplain boundaries and lot lines

This is not intended to be a complete listing of requirements, but minimum documentation for acceptance of the Preliminary Drainage Report for review per HB3167.

Q2 – Refined Drainage Report

COMPLETENESS CHECKLIST REFINED DRAINAGE REPORT



This application is intended to provide the minimum information and data needed for the County to assess the Refined Drainage Report. If not within construction plan drawings, the following documentation is the minimum required for acceptance of the Refined Drainage Report:

- ☐ Refined drainage report that is signed and sealed by a professional engineer addressing the items below.
- ☐ Description of refined rainfall-runoff conveyance within the development and associated calculations including but not limited to, if applicable:
 - ☐ Bridge and all culvert calculations
 - ☐ Storm drain calculations
 - ☐ Ponding width calculations
 - ☐ Open channel/ditch calculations
- ☐ Rainfall source, depths and distribution
- ☐ Refined drainage area maps per Appendix B11.8.4
 - ☐ Proposed drainage area map
 - ☐ Existing drainage area map
 - ☐ Labeled contours and north arrow
 - ☐ Time of concentration paths and values
 - ☐ Runoff coefficients or curve numbers, per Appendix B11.2
 - ☐ Proposed peak flows at points of interest
 - ☐ Existing peak flows at points of interest
 - ☐ Locations of bridges and cross culverts
 - ☐ Creeks, watercourses, channels and drainage easements
- ☐ Refined hydrologic model and model version
- ☐ Refined detention calculations to match construction plans
- ☐ Refined parameter assumptions for hydrologic parameters
- ☐ Refined parameter assumptions for hydraulic parameters
- ☐ Refined floodplain study exhibit, if applicable
 - ☐ 100-yr floodplain boundary
 - ☐ Labeled contours and north arrow
 - ☐ Location of cross sections used in hydraulic model
 - ☐ 100-year water surface elevations at cross sections
- ☐ HEC-RAS model, version, and plan runs associated to the final design of the project

This is not intended to be a complete listing of requirements, but minimum documentation for acceptance of the Refined Drainage Report for review per HB3167.

Appendix R – Geotechnical Completeness Checklist

COMPLETENESS CHECKLIST GEOTECHNICAL REPORT



The following items must be provided to the County Engineer's Office with each Geotechnical Report in order to be accepted as a complete Geotechnical Report for review.

- ☐ The report shall be signed and sealed by a Registered Professional Engineer
- ☐ The report shall include a pavement design based on a 20-year design life
- ☐ Soils test borings shall be spaced at a maximum of every 500 linear feet along the proposed roadways
- ☐ Site plan showing the test boring locations
- ☐ Results of sampled and tested subgrade for plasticity index, pH, sulfate content, and maximum density

This is not intended to be a complete listing of the geotechnical report requirements, but minimum documentation for acceptance of the plans for review per HB3167.

Appendix S – Construction Plans Checklist

COMPLETENESS CHECKLIST FOR CONSTRUCTION PLANS



This application is intended to provide the minimum information and data needed for the County to assess subdivision construction plan submission.

The following documentation is the minimum required for acceptance of the plans for review.

- ☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)
- ☐ Application review fee (____ lots x \$30 per lot + ____ feet road x \$1.00 per foot = \$____)
- ☐ An approved preliminary plat.
- ☐ An approved geotechnical report specific to the plan submission.
- ☐ A refined drainage report (see separate checklist for minimum requirements).
- ☐ A digital file of the construction plans in Adobe .pdf format and 1 full-size hard copy of the construction plans (initial submittal only).
- ☐ Documentation showing submittal of the construction plans to the appropriate emergency service district (ESD) or County Fire Marshal.
- ☐ Cover Sheet with signature blocks for the design professional, Williamson County Engineer, City if within the ETJ, as well as any applicable MUD/SUD.
- ☐ Applicable design criteria used for the plan submission (Acceptable design criteria are ITE "Urban Street Geometric Design, the current AASHTO "A Policy on Geometric Design of Highways and Streets", the current City of Austin's Transportation Criteria Manual, or UDC if within a City's ETJ
- ☐ Williamson County construction notes Sections B4 through B9 of the Subdivision Regulations.
- ☐ Roadway name, length, classification and design speed for all roadways in the plan submission;
- ☐ Storm water management controls for any development that increases runoff from the existing state (unless exempt).

This is not intended to be a complete listing of subdivision construction plan details, standards or design requirements, but minimum documentation for acceptance of the plans for review per HB3167.

Exhibit 1 – Detention Exempt Stream Reaches Map

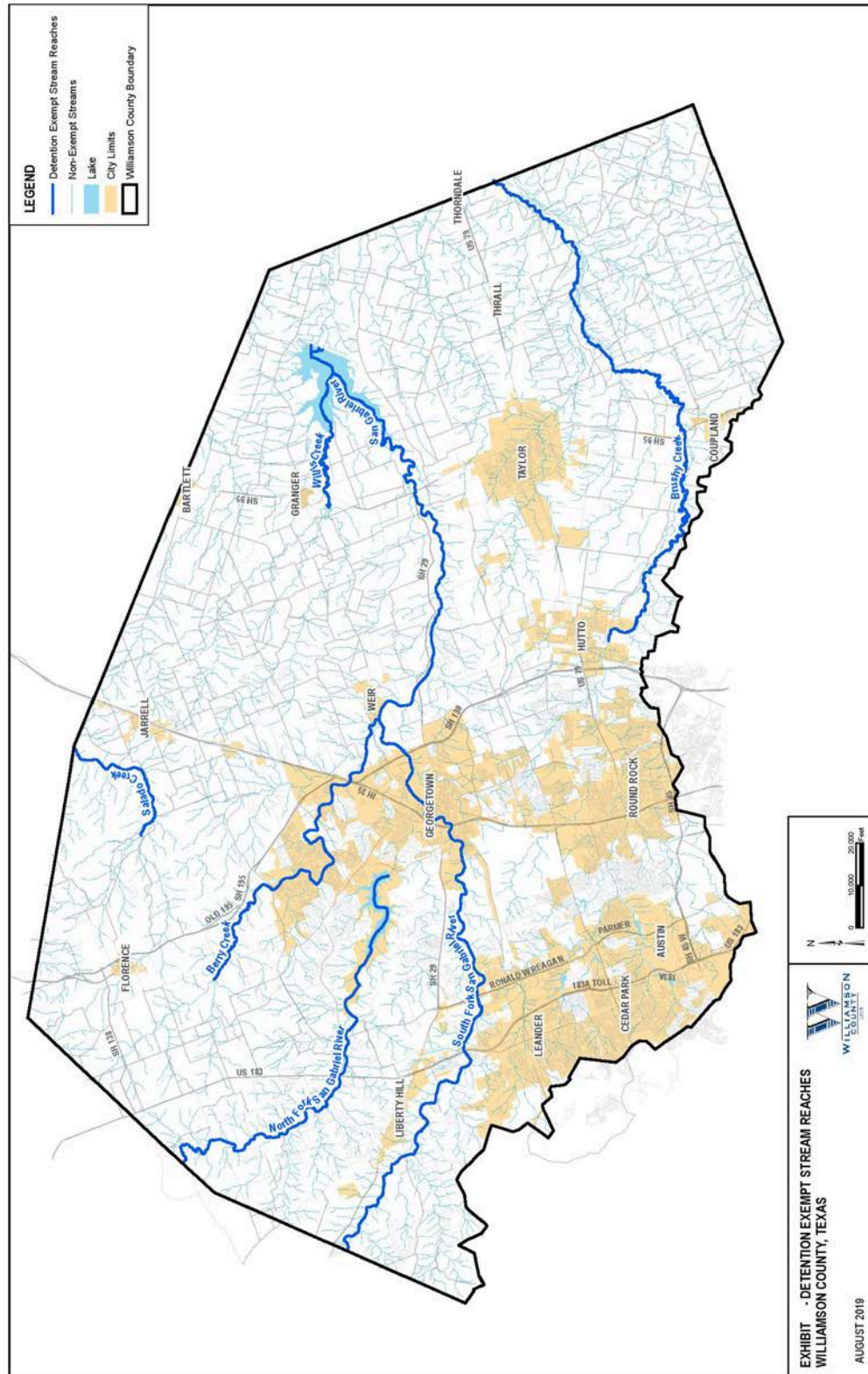
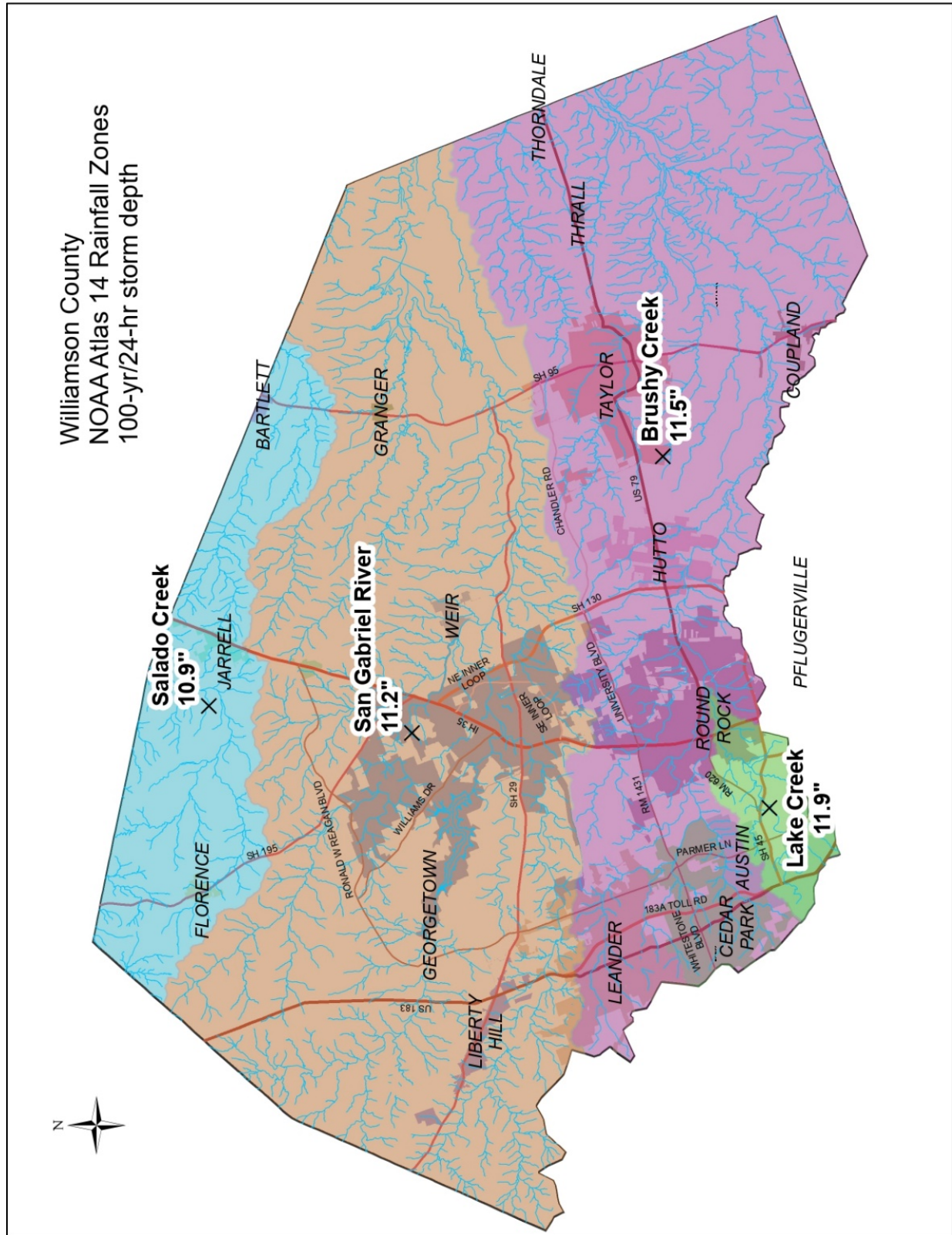


Exhibit 2 – Rainfall Data



Point precipitation frequency estimates (inches) **for centroid of Salado Creek zone**

NOAA Atlas 14 Volume 11 Version 2

Data type: Precipitation depth

Time series type: Partial duration

State: Texas

County: Williamson

Station Name: -

Latitude: 30.8324°

Longitude: -97.6554°

Elevation (USGS): 789.81 ft

Depth-Duration-Frequency Estimates for Salado Creek Zone										
	Precipitation Depths (inches) per Recurrence Interval									
Duration	1-yr	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	200-yr	500-yr	1000-yr
5-min:	0.424	0.508	0.643	0.758	0.919	1.05	1.18	1.32	1.51	1.67
10-min:	0.675	0.811	1.03	1.21	1.47	1.68	1.89	2.11	2.4	2.62
15-min:	0.85	1.02	1.29	1.51	1.83	2.08	2.33	2.61	2.99	3.3
30-min:	1.2	1.43	1.8	2.11	2.54	2.87	3.22	3.61	4.17	4.63
60-min:	1.55	1.86	2.35	2.77	3.36	3.82	4.31	4.86	5.67	6.35
2-hr:	1.84	2.28	2.93	3.51	4.37	5.07	5.86	6.75	8.07	9.18
3-hr:	2	2.52	3.27	3.97	5.02	5.91	6.92	8.07	9.77	11.2
6-hr:	2.31	2.95	3.87	4.74	6.08	7.24	8.56	10.1	12.3	14.2
12-hr:	2.66	3.4	4.45	5.46	6.98	8.29	9.8	11.5	14.1	16.3
24-hr:	3.08	3.9	5.09	6.2	7.88	9.3	10.9	12.8	15.6	17.9
2-day:	3.57	4.47	5.83	7.06	8.86	10.3	12	13.9	16.8	19.2
3-day:	3.92	4.88	6.33	7.63	9.5	11	12.7	14.6	17.5	19.9
4-day:	4.19	5.18	6.71	8.06	10	11.6	13.3	15.2	18	20.4
7-day:	4.8	5.87	7.54	9	11.1	12.8	14.5	16.5	19.3	21.5
10-day:	5.31	6.44	8.22	9.76	11.9	13.7	15.5	17.4	20.2	22.3
20-day:	6.93	8.17	10.2	11.9	14.2	15.9	17.7	19.5	22.1	24.1
30-day:	8.27	9.59	11.8	13.6	16	17.7	19.4	21.2	23.7	25.6
45-day:	10.1	11.6	14.1	16.1	18.6	20.5	22.2	24	26.4	28.1
60-day:	11.7	13.3	16.1	18.2	21	22.9	24.8	26.6	28.8	30.5

Point precipitation frequency estimates (inches) **for centroid of San Gabriel River zone**

NOAA Atlas 14 Volume 11 Version 2

Data type: Precipitation depth

Time series type: Partial duration

State: Texas

County: Williamson

Station Name: -

Latitude: 30.7030°

Longitude: -97.6787°

Elevation (USGS): 742.6 ft

Depth-Duration-Frequency Estimates for San Gabriel River Zone										
	Precipitation Depths (inches) per Recurrence Interval									
Duration	1-yr	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	200-yr	500-yr	1000-yr
5-min:	0.426	0.51	0.643	0.757	0.921	1.05	1.19	1.34	1.53	1.69
10-min:	0.677	0.813	1.03	1.21	1.47	1.69	1.91	2.13	2.42	2.64
15-min:	0.856	1.02	1.29	1.51	1.84	2.1	2.37	2.65	3.03	3.33
30-min:	1.21	1.44	1.8	2.12	2.56	2.91	3.28	3.68	4.24	4.69
60-min:	1.57	1.88	2.37	2.79	3.4	3.88	4.39	4.97	5.79	6.47
2-hr:	1.86	2.3	2.95	3.55	4.43	5.16	5.98	6.91	8.28	9.43
3-hr:	2.02	2.55	3.3	4.02	5.09	6.01	7.06	8.26	10.1	11.6
6-hr:	2.32	2.98	3.91	4.81	6.18	7.38	8.75	10.3	12.7	14.7
12-hr:	2.68	3.44	4.51	5.54	7.12	8.48	10.1	11.9	14.6	16.9
24-hr:	3.1	3.94	5.15	6.3	8.04	9.53	11.2	13.2	16.1	18.6
2-day:	3.55	4.49	5.89	7.17	9.04	10.6	12.3	14.3	17.4	19.9
3-day:	3.95	4.93	6.43	7.76	9.69	11.3	13	15	18.1	20.6
4-day:	4.22	5.24	6.81	8.19	10.2	11.8	13.6	15.6	18.6	21.1
7-day:	4.82	5.92	7.63	9.12	11.3	13	14.8	16.9	19.8	22.2
10-day:	5.33	6.49	8.31	9.88	12.1	13.9	15.8	17.8	20.7	23
20-day:	7	8.27	10.4	12.1	14.4	16.2	18	19.9	22.6	24.7
30-day:	8.37	9.72	12	13.9	16.3	18.1	19.8	21.7	24.2	26.1
45-day:	10.2	11.7	14.3	16.4	19	20.9	22.6	24.5	26.9	28.7
60-day:	11.8	13.5	16.3	18.5	21.4	23.4	25.3	27.1	29.4	31.1

Point precipitation frequency estimates (inches) **for centroid of Brushy Creek zone**

NOAA Atlas 14 Volume 11 Version 2

Data type: Precipitation depth

Time series type: Partial duration

State: Texas

County: Williamson

Station Name: -

Latitude: 30.5380°

Longitude: -97.4787°

Elevation (USGS): 623.9 ft

Depth-Duration-Frequency Estimates for Brushy Creek Zone										
	Precipitation Depths (inches) per Recurrence Interval									
Duration	1-yr	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	200-yr	500-yr	1000-yr
5-min:	0.437	0.52	0.649	0.761	0.92	1.05	1.18	1.32	1.5	1.65
10-min:	0.696	0.829	1.04	1.22	1.47	1.68	1.89	2.1	2.38	2.58
15-min:	0.879	1.04	1.3	1.52	1.83	2.09	2.35	2.61	2.97	3.25
30-min:	1.24	1.47	1.82	2.12	2.55	2.89	3.25	3.63	4.15	4.56
60-min:	1.61	1.91	2.39	2.8	3.39	3.85	4.35	4.89	5.65	6.27
2-hr:	1.92	2.35	2.99	3.57	4.41	5.1	5.87	6.73	7.98	9.02
3-hr:	2.1	2.6	3.36	4.05	5.08	5.94	6.91	8.01	9.65	11
6-hr:	2.4	3.05	3.98	4.86	6.18	7.32	8.61	10.1	12.3	14.2
12-hr:	2.73	3.49	4.57	5.6	7.17	8.52	10.1	11.9	14.6	16.9
24-hr:	3.1	3.96	5.2	6.37	8.16	9.69	11.5	13.5	16.6	19.3
2-day:	3.57	4.53	5.93	7.23	9.18	10.8	12.7	14.9	18.2	21.1
3-day:	3.87	4.89	6.41	7.79	9.84	11.5	13.5	15.7	19.1	22
4-day:	4.13	5.19	6.78	8.22	10.3	12.1	14	16.3	19.7	22.5
7-day:	4.73	5.87	7.6	9.15	11.4	13.2	15.2	17.5	20.7	23.4
10-day:	5.25	6.44	8.29	9.9	12.2	14.1	16.1	18.3	21.5	24.1
20-day:	6.9	8.21	10.3	12.1	14.6	16.4	18.4	20.4	23.3	25.7
30-day:	8.27	9.67	12	13.9	16.5	18.3	20.2	22.2	24.9	27.1
45-day:	10.1	11.7	14.4	16.5	19.2	21.1	23	25	27.6	29.7
60-day:	11.8	13.5	16.4	18.7	21.7	23.7	25.6	27.6	30.2	32.2

Point precipitation frequency estimates (inches) **for centroid of Lake Creek zone**

NOAA Atlas 14 Volume 11 Version 2

Data type: Precipitation depth

Time series type: Partial duration

State: Texas

County: Williamson

Station Name: -

Latitude: 30.4750°

Longitude: -97.7407°

Elevation (USGS): 815 ft

Depth-Duration-Frequency Estimates for Lake Creek Zone										
	Precipitation Depths (inches) per Recurrence Interval									
Duration	1-yr	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	200-yr	500-yr	1000-yr
5-min:	0.43	0.519	0.653	0.774	0.952	1.1	1.26	1.43	1.66	1.84
10-min:	0.683	0.826	1.04	1.24	1.52	1.76	2.02	2.28	2.62	2.88
15-min:	0.865	1.04	1.31	1.55	1.9	2.19	2.5	2.83	3.28	3.63
30-min:	1.23	1.47	1.84	2.17	2.65	3.05	3.48	3.94	4.59	5.12
60-min:	1.59	1.92	2.42	2.86	3.52	4.07	4.66	5.32	6.27	7.05
2-hr:	1.89	2.35	3.03	3.66	4.61	5.42	6.33	7.37	8.89	10.2
3-hr:	2.05	2.61	3.4	4.16	5.31	6.32	7.48	8.79	10.7	12.4
6-hr:	2.35	3.05	4.03	4.99	6.46	7.76	9.26	11	13.6	15.8
12-hr:	2.71	3.51	4.64	5.75	7.44	8.93	10.7	12.7	15.7	18.3
24-hr:	3.11	4.01	5.29	6.51	8.39	10	11.9	14.1	17.4	20.3
2-day:	3.55	4.54	5.99	7.32	9.32	11	12.9	15.2	18.7	21.8
3-day:	3.88	4.91	6.46	7.87	9.93	11.6	13.5	15.9	19.4	22.5
4-day:	4.13	5.21	6.84	8.29	10.4	12.2	14.1	16.4	20	23
7-day:	4.72	5.89	7.67	9.25	11.5	13.4	15.4	17.7	21	23.8
10-day:	5.23	6.45	8.35	10	12.4	14.3	16.4	18.7	21.8	24.4
20-day:	6.86	8.19	10.4	12.2	14.7	16.6	18.5	20.7	23.6	26
30-day:	8.2	9.62	12	13.9	16.5	18.4	20.3	22.3	25.1	27.4
45-day:	10	11.6	14.3	16.5	19.2	21.2	23.1	25.2	27.9	29.9
60-day:	11.7	13.4	16.4	18.7	21.7	23.8	25.8	27.9	30.5	32.5

Commissioners Court - Regular Session**75.****Meeting Date:** 12/17/2019

Receive updates on the Department of Infrastructure projects and issues

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

Information**Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

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

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 11/20/2019

Reviewed By

Andrea Schiele

Date

11/20/2019 04:49 PM

Started On: 11/20/2019 02:54 PM

Commissioners Court - Regular Session**76.****Meeting Date:** 12/17/2019

Wilco Landfill Annual Report 2019

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

Information**Agenda Item**

Discuss, consider and take appropriate action on the Williamson County Landfill Annual Report for fiscal year 09-01-2018 to 08-31-2019.

Background

Fiscal Impact

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

Attachments[Wilco Landfill Annual Report 2019](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 12/04/2019

Reviewed By

Andrea Schiele

Date

12/04/2019 11:23 AM

Started On: 12/03/2019 03:09 PM



Williamson County Recycling and Disposal Facility

Annual Report

Sept. 1, 2018 - Aug. 31, 2019

Williamson County Landfill
Operation Agreement
Section 4.4 (a)



Solid Waste Disposal

Material Collected	Volume (tons)
Waste Disposed	474,891
Diverted Waste (Brush)	2,012

Landfill Site Improvements



South Slope View from
Chandler Road



Storm Water Pond
Expansion



New Access Road

Landfill Gas Collection Improvements

- Installed seven vertical landfill gas extraction wells
- Installed four horizontal landfill gas collectors
- Landfill currently has 66 gas extraction wells



Planned Improvements

- ▶ Construct next disposal cell
- ▶ Construct additional stormwater pond
- ▶ Add landfill gas extraction wells, as needed
- ▶ Install landscaping near Sheriff Training Center
- ▶ Add additional 30' tall litter barrier along south border of Landfill

NO COST TO THE COUNTY!

Recycle Center (Household Products)

LATEX PAINT

USED MOTOR OIL

ANTIFREEZE/COOLANT

APPLIANCES

SCRAP METAL

BRUSH

PLASTIC

PAPER

ALUMINUM

CARDBOARD

ELECTRONICS

BATTERIES

Williamson County Residents Only
No Commercial Business Items

5,245 Recycle Center Visitors

Scrap Metal (lb.)	838,360
Aluminum (lb.)	3,320
Plastic (lb.)	10,980
Paper (lb.)	10,520
Cardboard (lb.)	38,700
Electronics (lb.)	12,000
Household Batteries (lb.)	518
Used Oil (gal.)	1,110
Paint (gal.)	924
Appliances (ea.)	183

Household Hazardous Waste Collection Events

Sept. 8, 2018
Leander, TX



April 27, 2019
Gupton Stadium
Cedar Park, TX

Household Hazardous Waste Event Totals



	Cedar Park	Leander	Total
Participants	1,834	381	2,215
Household Chemicals (lbs.)	21,025	10,210	31,235
Paint (lbs.)	37,712	33,000	70,712
Electronics (lbs.)	13,950	1050	15,000
Motor Oil (Gals.)	1,210	3,520	4,730

Pollinator Garden



Williamson County
Native Plant
Society

Good Water Chapter
Texas Master
Naturalists





Certified Wildlife Habitat

Information Brochures



Educational Opportunities

- Extensive Education Program
 - Recycling Center and Landfill tours
 - School visits and classroom participation

Cottonwood Creek Elementary

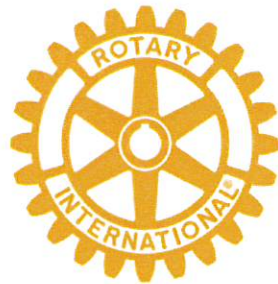


Ray Elementary



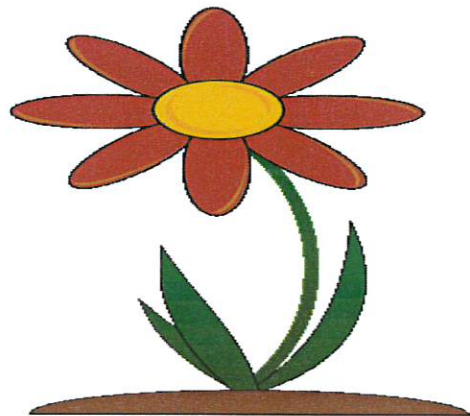
Community Involvement

Maintain participation with local civic and charitable organizations



Landscape Mulch

- ▶ Trees, brush, limbs, and other vegetation are recycled by chipping and grinding into mulch.
- ▶ Mulch is offered to Williamson County residents, free of charge.



Christmas Tree Recycling Free for Wilco Residents

- ▶ Dec. 26 - Jan. 19
- ▶ No trees with flocking or tinsel
- ▶ No trees with stands attached
- ▶ No artificial trees
- ▶ No trees with decoration



Commissioners Court - Regular Session

77.

Meeting Date: 12/17/2019

Road Bond Construction Summary Report

Submitted By: Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Receive and acknowledge the December 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

Background

Fiscal Impact

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

Attachments[December 2019 Construction Summary Report](#)[December 2019 PowerPoint Presentation](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 11:47 AM

Started On: 12/10/2019 05:59 PM



ROAD BOND PROGRAM

Construction Summary Report

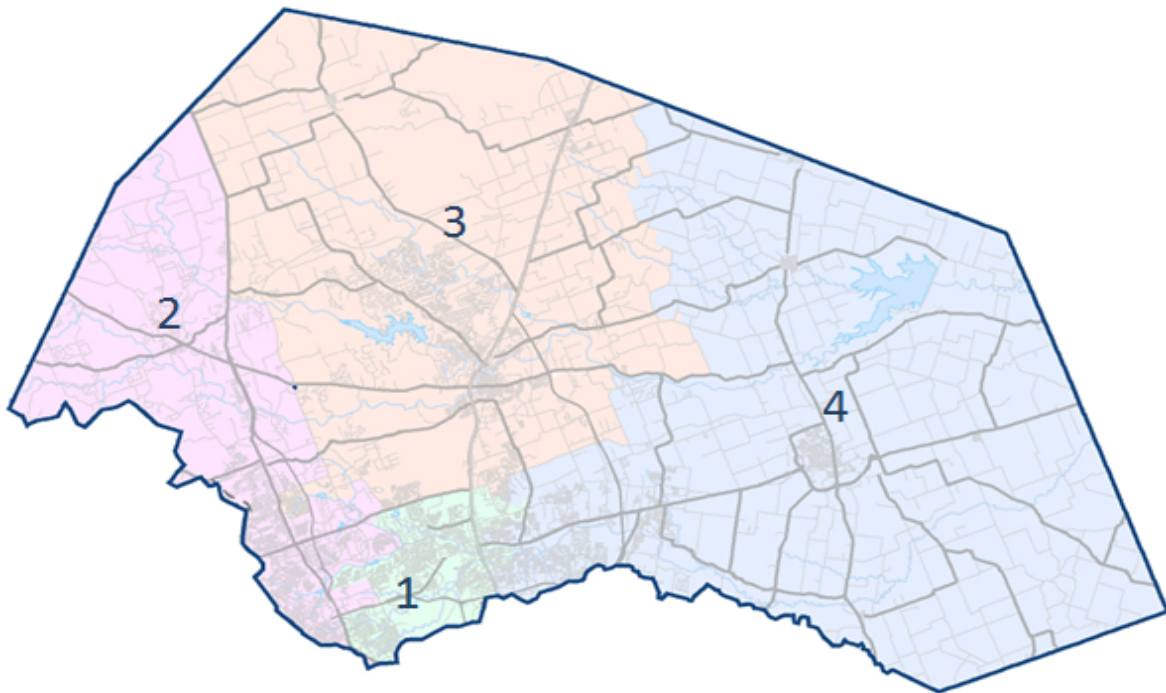
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

December 2019

WWW.ROADBOND.ORG

Volume XVIII - Issue No.12



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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WILLIAMSON COUNTY

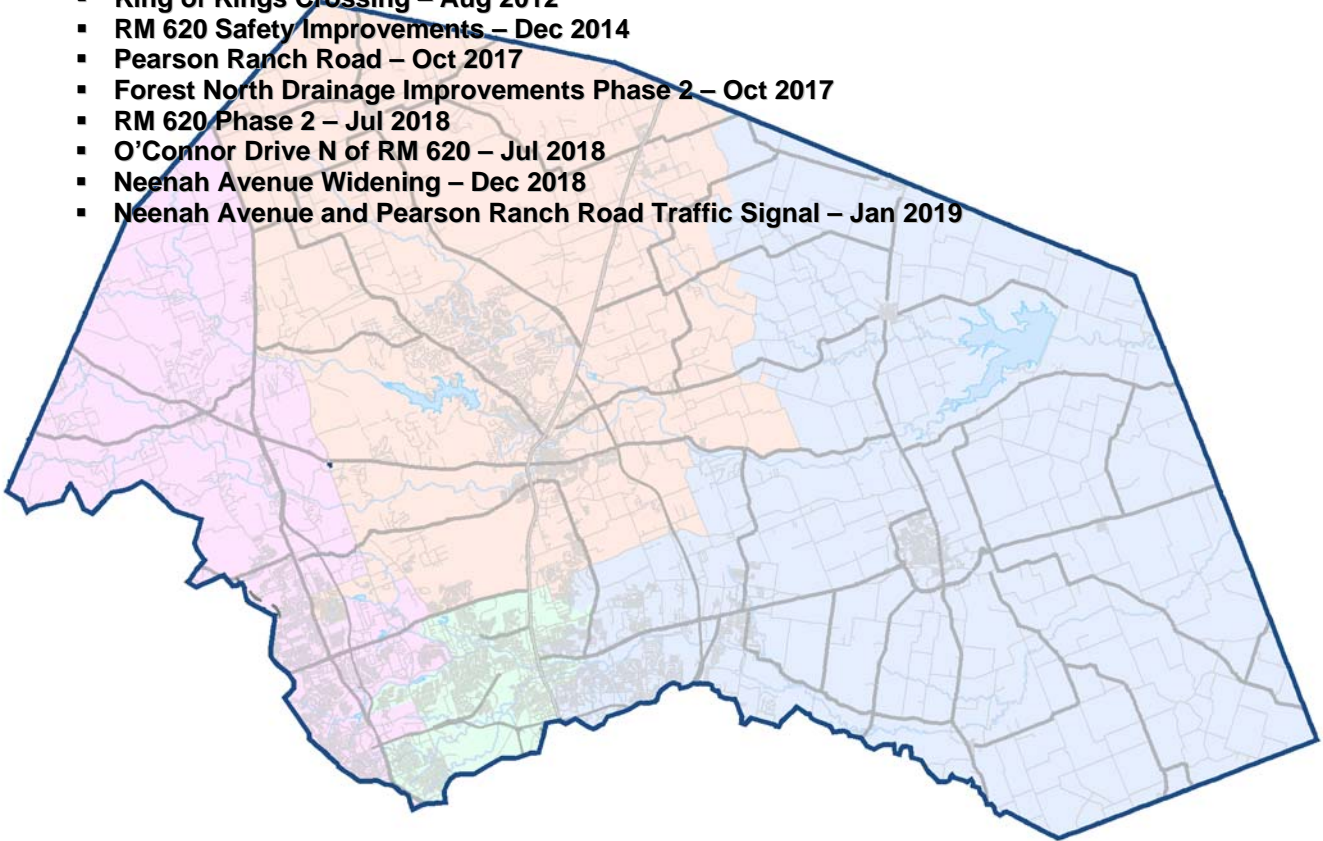
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2019

Precinct 1

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014
- Pearson Ranch Road – Oct 2017
- Forest North Drainage Improvements Phase 2 – Oct 2017
- RM 620 Phase 2 – Jul 2018
- O'Connor Drive N of RM 620 – Jul 2018
- Neenah Avenue Widening – Dec 2018
- Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019



WILLIAMSON COUNTY

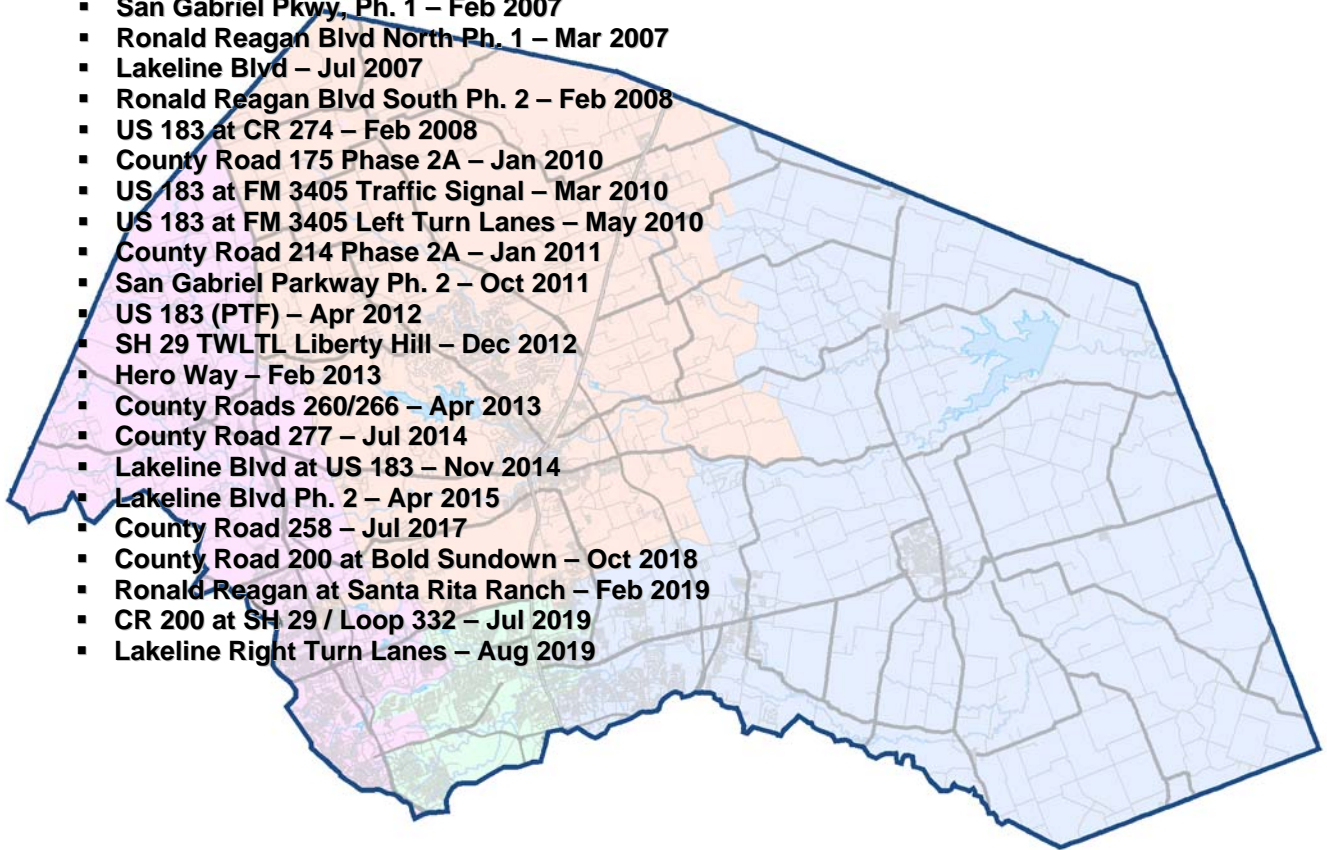
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2019

Precinct 2

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015
- County Road 258 – Jul 2017
- County Road 200 at Bold Sundown – Oct 2018
- Ronald Reagan at Santa Rita Ranch – Feb 2019
- CR 200 at SH 29 / Loop 332 – Jul 2019
- Lakeline Right Turn Lanes – Aug 2019



WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2019

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Arterial H Extension Phase I – Feb 2018
- Relocation of Williamson County Regional Raw Water Line – Apr 2018
- Southwest Bypass Segment 1 – Sep 2018
- Inner Loop Improvements – Dec 2018

WILLIAMSON COUNTY

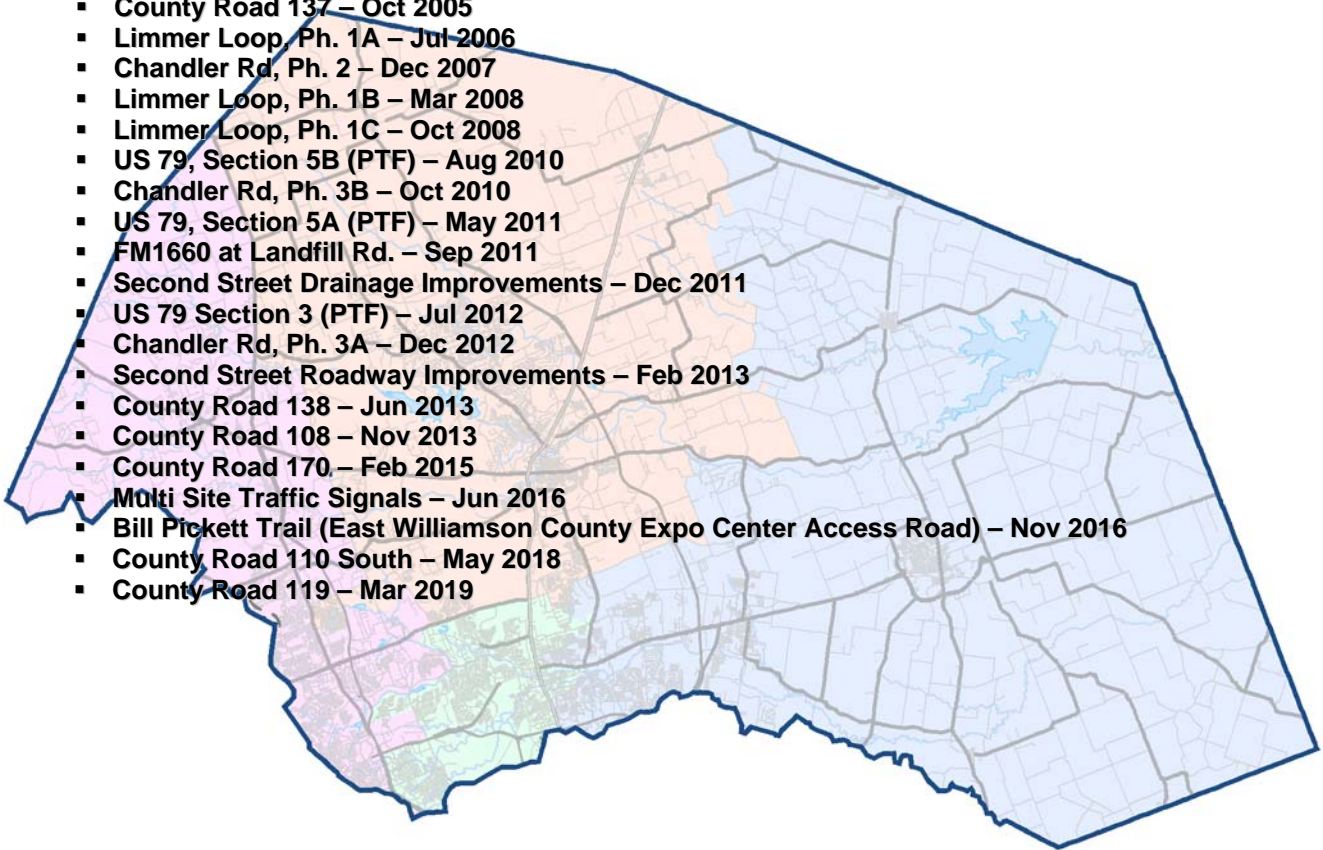
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2019

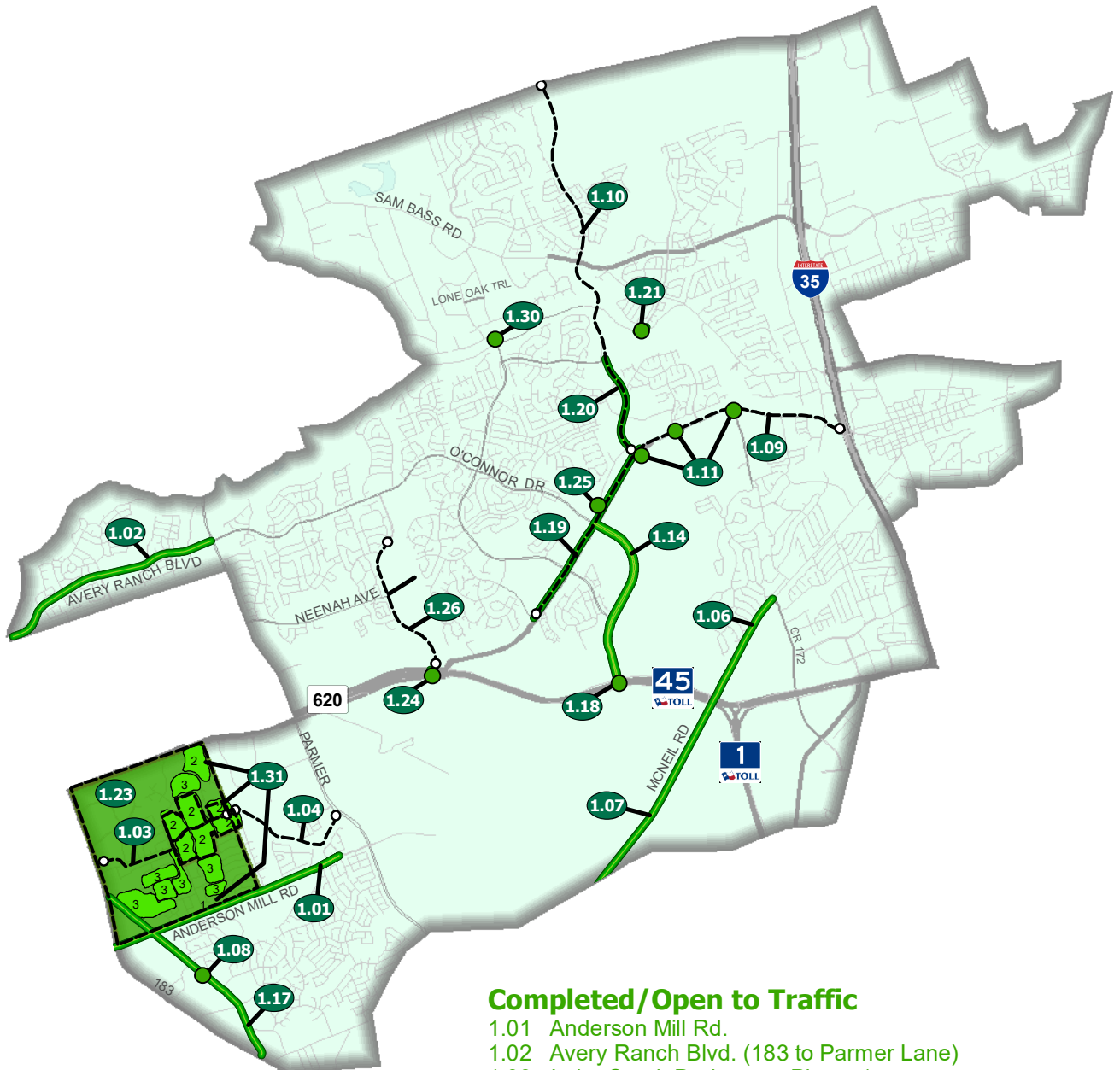
Precinct 4

- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi Site Traffic Signals – Jun 2016
- Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016
- County Road 110 South – May 2018
- County Road 119 – Mar 2019



2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK

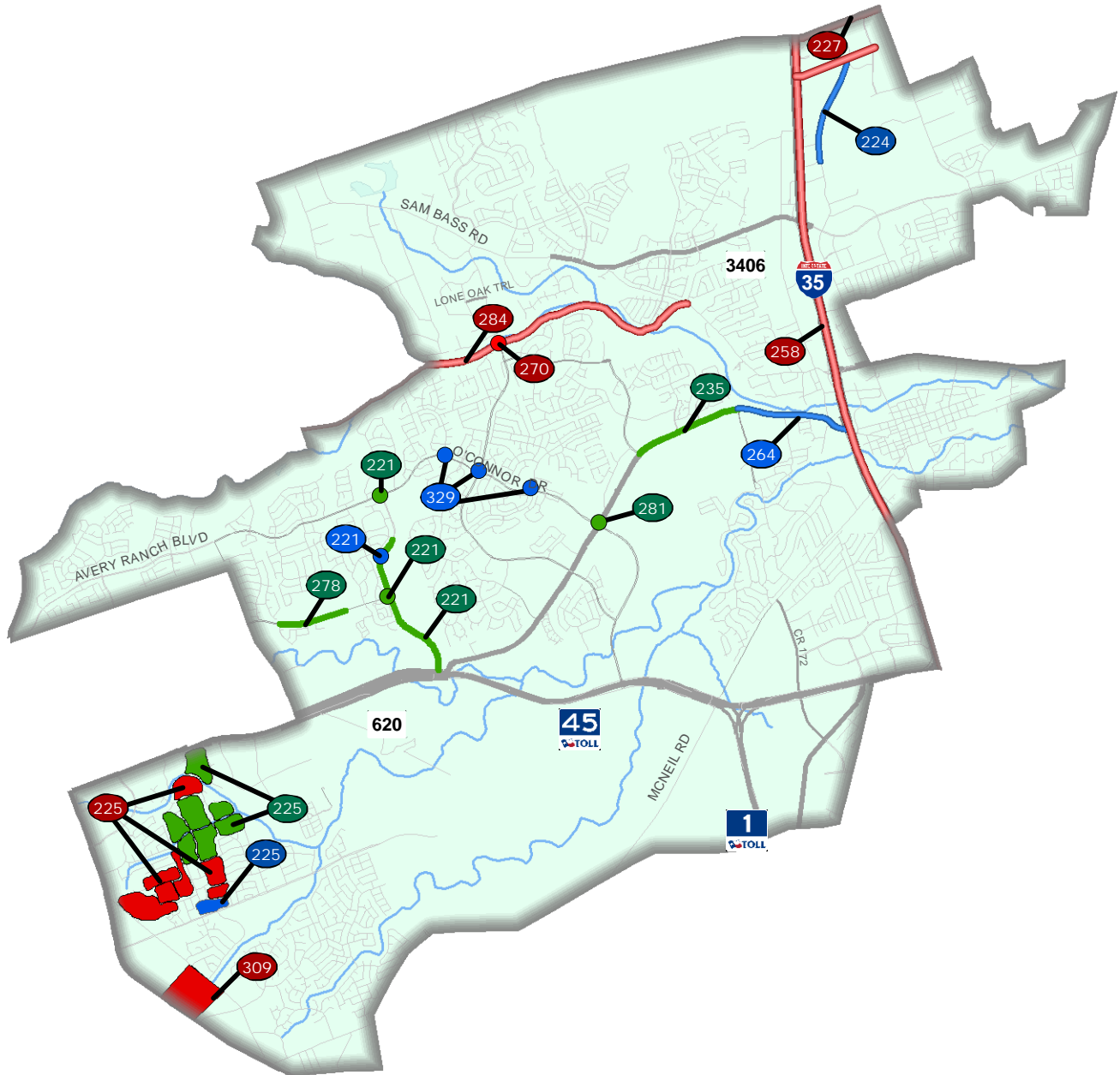


Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1 ○—○
- 1.04 Lake Creek Drainage – Phase 2 ○—○
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study ○—○
- 1.10 Wyoming Springs North Study ○—○
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45
- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study - Phase 1 []
- 1.25 King of Kings Crossing
- 1.26 Pearson Ranch Road (Design) ○—○
- 1.24 Pearson Ranch Underpass at SH 45/ RM 620
- 1.30 Great Oaks at Brushy Creek (design)
- 1.31 Forest North Drainage Improvements - Phase 2 (design) []
- 1.31 Forest North Drainage Improvements - Phase 3 (design) []

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK



Completed/Open to Traffic

- 221 Pearson Ranch Road
- 221 Pearson Ranch Road and Iveans Way Pedestrian Crossing
- 221 Neenah Avenue and Pearson Ranch Road Traffic Signal
- 225 Forest North Drainage Improvements Phase 2
- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
- 281 O'Connor Drive North of RM 620

Under Construction/Bidding

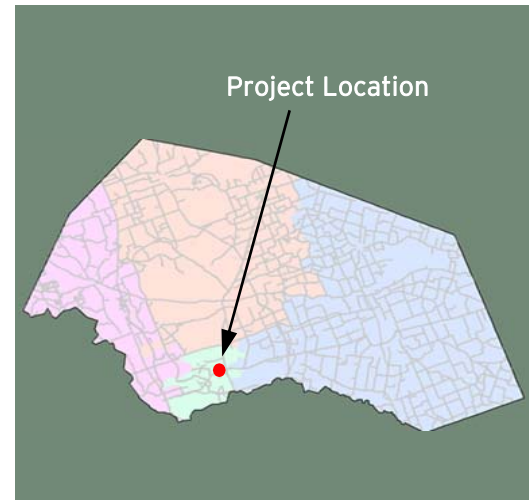
- 221 Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
- 224 North Mays Street Extension Phase 1 Arterial M (Paloma Drive to Oakmont Drive)

Under Construction/Bidding (con't)

- 225 Forest North Drainage Improvements Anderson Mill Zone
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
- 329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

In Design

- 225 Forest North Drainage Improvements Phase 3
- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 270 Great Oaks Drive Bridge at Brushy Creek
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
- 309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)



North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)

Project Length: 1 mile
Roadway Classification: Arterial Collector

Project Schedule: January 2019 - March 2020
Estimated Construction Cost: \$10.8 Million



NOVEMBER 2019 IN REVIEW

11/08/2019: Spans 1 and 2 on Unit 1 of the Chandler Branch Bridge was poured. Steel was tied for Spans 3, 4, and 5 for Unit 2 of the Chandler Branch Bridge.

11/15/2019: The steel for Unit 2 of Spans 3, 4, & 5 at the Chandler Branch Bridge was graded. Bridge deck panels for Span 8 were placed. The sidewalk began to be formed on the west side of the Chandler Branch Bridge.

11/22/2019: Spans 3, 4, & 5 (Unit 2) of the Chandler Branch Bridge were poured. Bridge deck panels for Spans 9 & 10 were placed. The 5' and 10' sidewalk for Spans 1 & 2 of the Chandler Branch Bridge were formed and poured. The forms for the rail on the Chandler Branch Bridge were built.

11/29/2019: Bridge deck panels for Span 10 were placed. The 5' and 10' sidewalks for Span 3 of the Chandler Branch Bridge continued to be formed and poured. The rail for Span 1 on the southbound side of the Chandler Branch Bridge was formed and poured. Spectrum contractor, GTI, moved overhead lines from the old poles to the new poles from Jeffery Way to Paloma Drive on the south end of the project.



Design Engineer: LJA Engineering
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)

Project No. 1810-265

Original Contract Price = \$10,775,835.75

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/14/2018	12/4/2018	1/18/2019	1/28/2019			410	0	410	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	1/28/2019	1/31/2019	4	\$523,139.40	\$523,139.40	\$58,126.60	\$58,126.60	5	1
2	2/1/2019	2/28/2019	28	\$2,584.80	\$525,724.20	\$287.20	\$58,413.80	5	8
3	3/1/2019	4/30/2019	61	\$102,281.40	\$628,005.60	\$11,364.60	\$69,778.40	6	23
4	5/1/2019	5/31/2019	31	\$593,318.74	\$1,221,324.34	\$65,924.30	\$135,702.70	13	30
5	6/1/2019	6/30/2019	30	\$188,661.93	\$1,409,986.27	\$20,962.44	\$156,665.14	15	38
6	7/1/2019	7/31/2019	31	\$590,007.31	\$1,999,993.58	\$65,556.37	\$222,221.51	21	45
7	8/1/2019	8/31/2019	31	\$628,396.35	\$2,628,389.93	\$69,821.82	\$292,043.33	27	53
8	9/1/2019	9/30/2019	30	\$2,393,911.61	\$5,022,301.54	\$265,990.17	\$558,033.50	52	60
9	10/1/2019	10/31/2019	31	\$724,961.48	\$5,747,263.02	\$80,551.28	\$638,584.78	59	68
10	11/1/2019	11/30/2019	30	\$378,890.89	\$6,126,153.91	\$42,098.99	\$680,683.77	63	75
Adjusted Price =									\$10,775,835.75

**Forest North Drainage Improvements - Anderson Mill
Project No. 1811-278**

Original Contract Price = \$295,000.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/5/2018	1/15/2019	4/3/2019	4/15/2019			30	0	30

<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoice</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
1	4/15/2019	6/20/2019	17	\$145,702.80	\$145,702.80	\$16,189.20	\$16,189.20	55	57
2	6/21/2019	6/30/2019	13	\$45,702.66	\$191,405.46	\$5,078.07	\$21,267.27	72	100

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/10/2019	\$ 1,513.40	\$ 1,513.40

3F: County Convenience. Additional work desired by the County. This Change Order adds drainage improvements on Tottenham Court at the County's request and provides the final balancing of unused items for the 8-inch water line relocation.

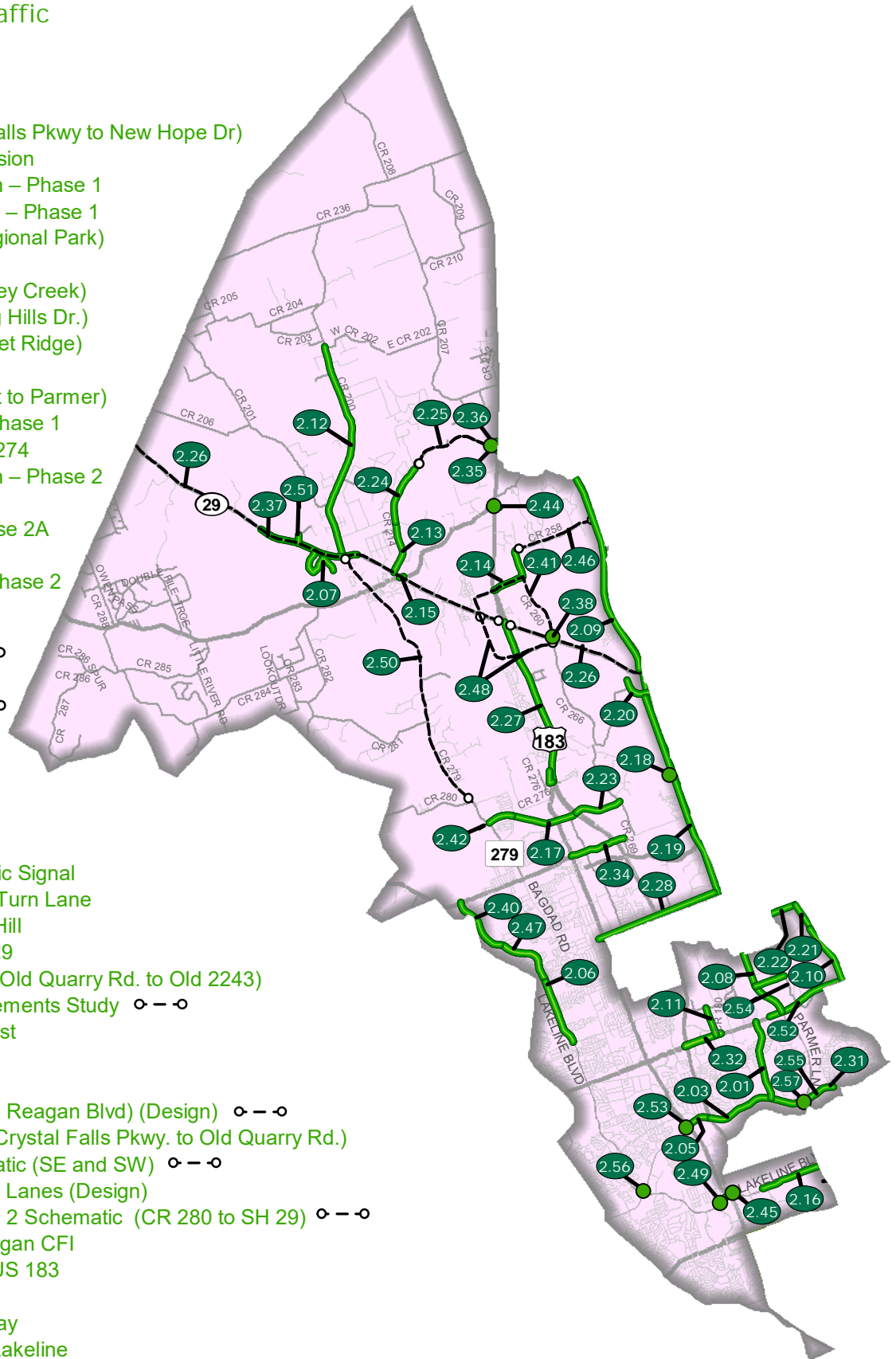
Adjusted Price = \$296,513.40

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG

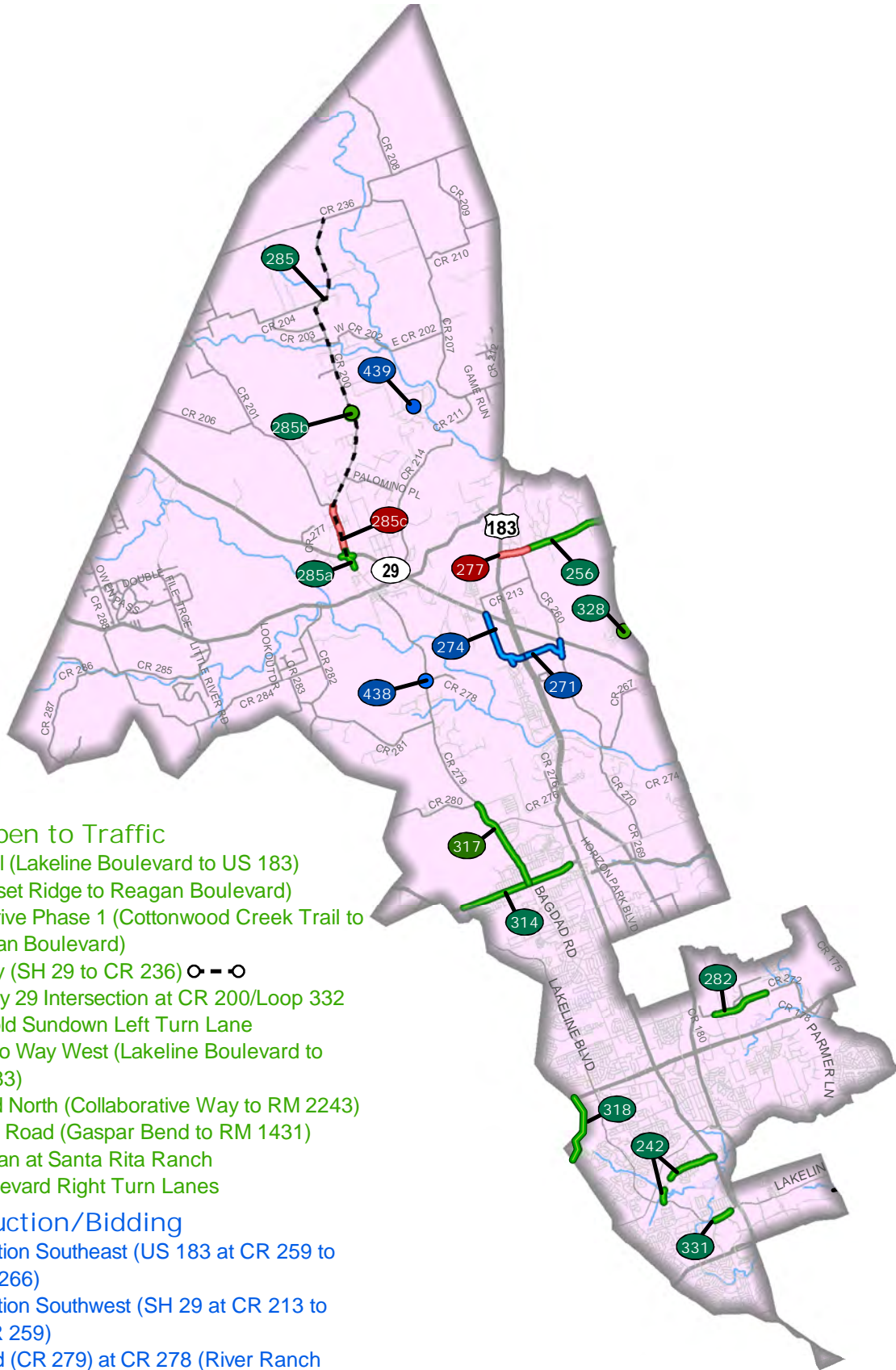
Completed/Open to Traffic

- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (RM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 RM 1869 at SH 29
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer)
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B Schematic ○ – ○
- 2.26 SH 29 Improvements Study & Schematic ○ – ○
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way
- 2.35 US 183 at FM 3405 Traffic Signal
- 2.36 US 183 at FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.38 CR 260 / CR 266 at SH 29
- 2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
- 2.41 Seward Junction Improvements Study ○ – ○
- 2.42 San Gabriel Parkway West
- 2.44 US 183 at RM 1869
- 2.45 Lakeline Blvd. at US 183
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ○ – ○
- 2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
- 2.48 Seward Junction Schematic (SE and SW) ○ – ○
- 2.49 Lakeline Blvd. Right Turn Lanes (Design)
- 2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ○ – ○
- 2.52 RM 1431 at Parmer/ Reagan CFI
- 2.53 Cypress Creek Road at US 183
- 2.54 CR 272 Overlay
- 2.55 Brushy Creek East Overlay
- 2.56 Cypress Creek Road at Lakeline
- 2.57 Brushy Creek Road at Parmer Lane



2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG



Completed/Open to Traffic

- 242 Little Elm Trail (Lakeline Boulevard to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Boulevard)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
- 285 CR 200 Study (SH 29 to CR 236) ○ - - ○
- 285a State Highway 29 Intersection at CR 200/Loop 332
- 285b CR 200 at Bold Sundown Left Turn Lane
- 314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
- 317 Bagdad Road North (Collaborative Way to RM 2243)
- 318 Anderson Mill Road (Gaspar Bend to RM 1431)
- 328 Ronald Reagan at Santa Rita Ranch
- 331 Lakeline Boulevard Right Turn Lanes

Under Construction/Bidding

- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
- 439 San Gabriel Ranch Road Bridge at Lackey Creek

In Design

- 277 CR 258 Extension (US 183 to Sunset Ridge Drive)
- 285c CR 200 (CMTA Railroad to CR 201)

CR 200 at Bold Sundown (South of Bold Sundown to North of the Intersection)**Project No. 1802-217**

Original Contract Price = \$368,861.80

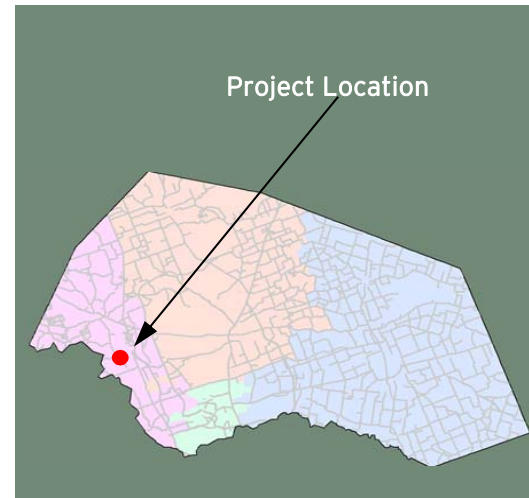
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/11/2018	4/24/2018	6/27/2018	7/9/2018	10/30/2018		45		45	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	7/9/2018	7/31/2018	17	\$74,180.25	\$74,180.25	\$8,242.25	\$8,242.25	24	38
2	8/1/2018	8/31/2018	17	\$82,674.72	\$156,854.97	\$9,186.08	\$17,428.33	51	76
3	9/1/2018	9/30/2018	4	\$39,983.49	\$196,838.46	\$4,442.61	\$21,870.94	63	84
4	10/1/2018	10/30/2018	6	\$98,140.59	\$294,979.05	\$10,904.51	\$32,775.45	95	98
5	11/1/2018	11/30/2018	0	\$8,377.36	\$303,356.41	\$930.82	\$33,706.27	98	98
6	12/1/2018	12/31/2018	0	\$6,351.20	\$309,707.61	\$705.69	\$34,411.96	100	98
7	1/1/2019	2/28/2019	0	\$14,837.06	\$324,544.67	-\$17,330.66	\$17,081.30	99	98
8	FINAL		0	\$20,081.30	\$344,625.97	-\$17,081.30	\$0.00	100	98

11/29/2019 Comments - The Certificate of Completion was issued. Closeout is ongoing.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/9/2019	\$ (24,235.83)	\$ (24,235.83)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. New bid items were added

Adjusted Price = \$344,625.97



Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)

(Reconstruction of .5 miles of CR 279 and construction of River Ranch County Park Road)

Project Length: .99 Miles

Roadway Classification: Rural Arterial

Project Schedule: October 2018-February 2020

Estimated Construction Cost: \$3.0 Million



NOVEMBER 2019 IN REVIEW

11/08/2019: Subcontractor AWP installed traffic control devices and signs for traffic control Phase 2A. Traffic was switched to Phase 2A. Champion Site Prep began obliterating the existing CR 279 pavement and building embankment at CR 278 and along northbound CR 279. Subcontractor Texas Materials applied prime coat for the park road.

11/15/2019: Dead trees were removed, and clearing was performed under the trees along the west side ROW from Highland Oaks to the park entrance.

11/22/2019: Roadway excavation and embankment for northbound CR 279 continued. Preparation of the subgrade for the east end of the bike trail continued. Subcontractor BMP installed additional silt fences and erosion control logs for ditches along CR 279 and the park road per TCEQ. Subcontractor Texas Materials finished placing the first lift of 2" Type C hot mix asphalt for the park road.

11/29/2019: Grading continued on the northbound ditch and subgrade was prepared for northbound CR 279. The 1st lift of flexible base was placed. Preparation of the subgrade for the east end of the bike trail continued. The spoil piles at the park entrance were hauled off.



Design Engineer: Lockwood, Andrews, & Newnam

Contractor: Champion Site Prep

Construction Observation:

Steven Shull / Feng Chen, HNTB

Williamson County
Road Bond Program

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
Project No. 1805-229

Original Contract Price = \$2,959,000.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/15/2018	9/11/2018	10/18/2018	10/28/2018			480		480	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	10/28/2018	12/31/2018	65	\$7,296.69	\$7,296.69	\$810.74	\$810.74	0	14
2	1/1/2019	1/31/2019	31	\$204,653.21	\$211,949.90	\$22,739.25	\$23,549.99	8	20
3	2/1/2019	2/28/2019	28	\$159,772.72	\$371,722.62	\$17,752.52	\$41,302.51	14	26
4	3/1/2019	3/31/2019	31	\$137,964.55	\$509,687.17	\$15,329.40	\$56,631.91	19	32
5	4/1/2019	4/30/2019	30	\$194,875.30	\$704,562.47	\$21,652.81	\$78,284.72	26	39
6	5/1/2019	5/31/2019	31	\$136,748.31	\$841,310.78	\$15,194.26	\$93,478.98	31	45
7	6/1/2019	6/30/2019	30	\$1,833.75	\$843,144.53	\$203.75	\$93,682.73	31	51
8	7/1/2019	7/31/2019	31	\$52,512.42	\$895,656.95	\$5,834.67	\$99,517.40	33	58
9	8/1/2019	8/31/2019	31	\$200,547.82	\$1,096,204.77	\$22,283.13	\$121,800.53	40	64
10	9/1/2019	9/30/2019	30	\$207,014.36	\$1,303,219.13	\$23,001.60	\$144,802.13	48	70
11	10/1/2019	10/31/2019	31	\$236,499.39	\$1,539,718.52	\$26,277.71	\$171,079.84	57	77
12	11/1/2019	11/30/2019	30	\$123,864.67	\$1,663,583.19	\$13,762.74	\$184,842.58	61	83

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	11/26/2019	53,416.00	53,416.00

1A: Design Error or Omission. Incorrect PS&E. This change order adds new bid items for the design revision to add a service meter to the 12" waterline. This change order also replaces the DR-18 waterline pipe called for in the plans with a DR-14 pipe inside the park. 3F: County Convenience. Additional work desired by the County. This change order adds new bid items for the connection of 12" waterline to the waterline installed by others at the west end of the park road, for additional tapping saddle for landscape irrigation, and 4" PVC sleeves under roadway for future irrigation and electrical needs in the park. This change order also replaces the Type 1 ground box with a Type D ground box for the communication line along the park road.

Adjusted Price = \$3,012,416.00

SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)
Project No. 1805-232

Original Contract Price = \$1,705,061.70

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/28/2016	8/28/2018	11/20/2018	12/3/2018	7/3/2019		180		180
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	
1	12/3/2018	12/31/2018	29	\$111,968.00	\$111,968.00	7	16	
2	1/1/2019	1/31/2019	31	\$284,815.54	\$396,783.54	24	33	
3	2/1/2019	2/28/2019	28	\$311,269.73	\$708,053.27	43	49	
4	3/1/2019	3/31/2019	31	\$264,196.63	\$972,249.90	59	66	
5	4/1/2019	4/30/2019	30	\$262,325.70	\$1,234,575.60	75	83	
6	5/1/2019	5/31/2019	31	\$274,692.04	\$1,509,267.64	91	100	
7	6/1/2019	6/30/2019	30	\$67,092.74	\$1,576,360.38	95	117	
8	7/1/2019	7/31/2019	3	\$51,130.60	\$1,627,490.98	99	118	
9	8/1/2019	8/31/2019	0	\$6,202.57	\$1,633,693.55	99	118	
10	9/1/2019	9/30/2019	0	\$492.00	\$1,634,185.55	99	118	
11	FINAL		0	\$16,500.00	\$1,650,685.55	100	118	

11/29/2019 Comments - A TxDOT audit is being scheduled.

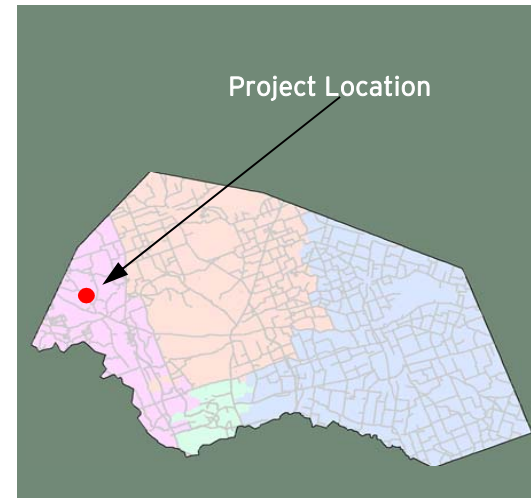
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/7/2019	\$ 32,028.08	\$ 32,028.08

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order adds a force account item to the Contract to pay Austin Energy the cost to extend power service to the HEB west driveway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	11/26/2019	\$ (86,404.23)	\$ (54,376.15)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = \$1,650,685.55



San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive and San Gabriel Ranch Road)

Project Length: .09 Miles
Roadway Classification: Bridge

Project Schedule: October 2018-February 2020
Estimated Construction Cost: \$1.4 Million



NOVEMBER 2019 IN REVIEW

11/08/2019: Greater Austin Development continued installing reinforcing steel, expansion joints, and support rails for Bridge Deck Span 1 and 2.

11/15/2019: Greater Austin Development continued installing reinforcing steel, expansion joints, and support rails for Bridge Deck Span 1 and 2.

11/22/2019: Greater Austin Development completed setting up the screed machine and grading steel for the bridge deck.

11/29/2019: Greater Austin Development completed placing concrete for Bridge Deck Span 1 and 2. Curing of the concrete continued during the week and reinforcing steel for the concrete bridge railing was delivered.



Design Engineer: Freese and Nichols
Contractor: A Greater Austin Development Co.
Construction Observation:
Feng Chen / Kyle LeBlanc, HNTB

San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road)

Project No. 1807-252

Original Contract Price = \$1,425,301.90

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/5/2018	9/18/2018	10/12/2018	10/22/2018			125		125	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	11/1/2018	11/30/2018	0	\$20,025.00	\$20,025.00	\$2,225.00	\$2,225.00	2	0
2	12/1/2018	12/31/2018	0	\$6,088.77	\$26,113.77	\$676.53	\$2,901.53	2	0
3	1/1/2019	1/31/2019	0	\$12,825.00	\$38,938.77	\$1,425.00	\$4,326.53	3	0
4	2/1/2019	3/31/2019	0	\$14,943.46	\$53,882.23	\$1,660.38	\$5,986.91	4	0
5	4/1/2019	4/30/2019	15	\$192,636.00	\$246,518.23	\$21,404.00	\$27,390.91	19	12
6	5/1/2019	5/31/2019	18	\$110,889.98	\$357,408.21	\$12,321.11	\$39,712.02	28	26
7	6/1/2019	6/30/2019	12	\$39,727.80	\$397,136.01	\$4,414.20	\$44,126.22	31	36
8	7/1/2019	7/31/2019	20	\$69,883.20	\$467,019.21	\$7,764.80	\$51,891.02	36	52
9	8/1/2019	9/30/2019	43	\$320,467.68	\$787,486.89	\$35,607.52	\$87,498.54	61	86
10	10/1/2019	10/31/2019	17	\$36,404.24	\$823,891.13	\$4,044.92	\$91,543.46	64	100
11	11/1/2019	11/30/2019	17	\$56,562.93	\$880,454.06	\$6,284.77	\$97,828.23	68	114

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/21/2019	\$ 16,166.09	\$ 16,166.09

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the exploratory work to unclog an existing culvert pipe to expedite dewatering of the pond prior to the start of construction. 6C: Untimely ROW/Utilities. Utilities not clear. This change order compensates the Contractor for the additional cost of double handling rock riprap material caused by the delay in relocation of the AT&T line.

Adjusted Price = \$1,441,467.99

Ronald Reagan at Santa Rita (Turn Lane Improvements)
Project No. 1808-256

Original Contract Price = \$420,608.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/25/2018	10/9/2018	10/24/2018	11/5/2018	2/4/2019		30		30	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	10/24/2018	10/31/2018	0	\$8,237.61	\$8,237.61	\$915.29	\$915.29	2	0
2	11/1/2018	11/30/2018	14	\$22,500.00	\$30,737.61	\$2,500.00	\$3,415.29	8	14
3	12/1/2018	12/31/2018	7	\$71,658.00	\$102,395.61	\$7,962.00	\$11,377.29	27	7
4	1/1/2019	1/31/2019	7	\$235,576.80	\$337,972.41	\$26,175.20	\$37,552.49	90	7
5	2/1/2019	2/28/2019	1	\$40,546.86	\$378,519.27	\$4,505.21	\$42,057.70	100	97
6	3/1/2019	4/16/2019	1	\$15,784.85	\$394,304.12	-\$21,304.85	\$20,752.85	99	100
7	FINAL			\$24,823.83	\$419,127.95	-\$20,752.85	\$0.00	100	100

11/29/2019 Comments - Closeout is ongoing.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/7/2019	\$ (1,480.65)	\$ (1,480.65)

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = \$419,127.95

Lakeline Boulevard Right Turn Lane
Project No. 1809-259

Original Contract Price = \$567,792.55

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
10/24/2018	11/14/2018	12/20/2018	1/2/2019	8/23/2019		30		267	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	1/2/2019	2/28/2019	58	\$91,717.65	\$91,717.65	\$10,190.85	\$10,190.85	17	22
2	3/1/2019	4/3/2019	34	\$60,186.83	\$151,904.48	\$6,687.43	\$16,878.28	28	34
3	4/4/2019	5/1/2019	28	\$46,547.86	\$198,452.34	\$5,171.98	\$22,050.26	36	45
4	5/2/2019	6/5/2019	35	\$18,986.87	\$217,439.21	\$2,109.65	\$24,159.91	40	58
5	6/6/2019	7/5/2019	30	\$45,446.17	\$262,885.38	\$5,049.58	\$29,209.49	48	69
6	7/6/2019	8/1/2019	27	\$81,391.14	\$344,276.52	\$9,043.46	\$38,252.95	63	79
7	8/2/2019	9/1/2019	31	\$159,592.86	\$503,869.38	\$17,732.54	\$55,985.49	92	91
8	9/2/2019	10/1/2019	30	\$26,095.67	\$529,965.05	\$2,899.52	\$58,885.01	97	102

11/29/2019 Comments - Substantial Completion was reached 8/23/19. The Balancing Change Orders are being processed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/9/2019	\$ 17,000.00	\$ 17,000.00

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order adds a force account item to the Contract to pay Austin Energy the cost to extend power service to the HEB west driveway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/10/2019	\$ 5,202.12	22,202.12

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order replaces the proposed concrete block retaining wall with a concrete curb along the proposed sidewalk due to the proximity of the sidewalk to the existing A/E poles and adds pay items for the 2" and 3" conduit bores called for in the plans for the proposed signal at the HEB driveway

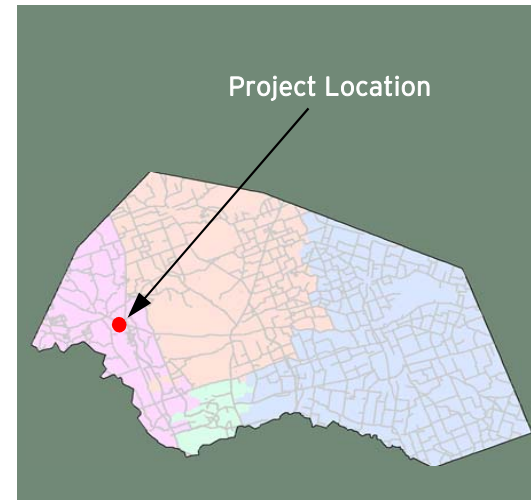
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/10/2019	\$ 1,558.22	23,760.34

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order revises various items requested by Austin Energy after the project began. The conduit layout on the project was revised to include the relocation of the electrical service pole and foundation out of the sidewalk. Austin Energy also requested revisions to the callouts on the ground boxes for identification purposes and reduced the wiring for illumination poles. This Change Order adds a pay item to widen the 6' sidewalk to 8' wide to eliminate the need for a bike lane in the existing vehicle travel lane.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	9/10/2019	\$ 14,477.10	38,237.44

4B: Third Party Accommodation. Third Party (City of Austin) requested work. This Change Order adds a repair in the existing pavement at the HEB driveway. The City of Austin agrees to pay for this additional work.

Adjusted Price = \$606,029.99



Seward Junction Improvements

(SH 29 to CR 266 & CR 266 South of 259 to SH 29)

Project Length: 2.9 Miles

Roadway Classification: Minor Urban Collector

Project Schedule: May 2019 - December 2020

Estimated Construction Cost: \$13.3 Million



NOVEMBER 2019 IN REVIEW

11/15/2019: Southwest: Jordan Foster processed the final course of flexible base from CR 263 to Tx Materials' existing driveway. Subcontractor JKB raised the existing LCRA manholes to finish grade south of Tx Materials' existing driveway. Southeast: The 2nd course flexible base was placed from US 183 to west of Bridge E. Concrete was placed for Bent Cap 2 at Bridge F and the safety end treatments (SETs) at Culvert E1-1 were poured. Subcontractor Roadway Specialties installed the 12" gabion mattress under Bridge E. US 183 Crossover: The 2nd course flexible base was processed on the crossover and on the proposed left turn lanes on US 183.

11/29/2019: Southwest: The 2nd course flexible base continued to be placed from east of Bridge E to the PEC existing driveway. Driveway Culvert A.08.2 was installed on the west side of Channel A. Southeast: The Contractor continued fine grading the final lift of flexible base from US 183 to Bridge E. Installation of a flying slab form for Bridge E began. Subcontractor Roadway Specialties installed gabion mattress under Bridge F. The 24" RCP for the church driveway was installed west of PEC's existing driveway. US 183 Crossover: The 2nd course flexible base continued to be placed and processed on the crossover. Culvert C.03 was installed and curb was set at Inlet C.03. The concrete cap was poured over Culvert C.03.



Design Engineer: K Friese and Aguirre & Field
Contractor: Jordan Foster Construction
Construction Observation: Steven Shull / Feng Chen, HNTB

Williamson County
Road Bond Program

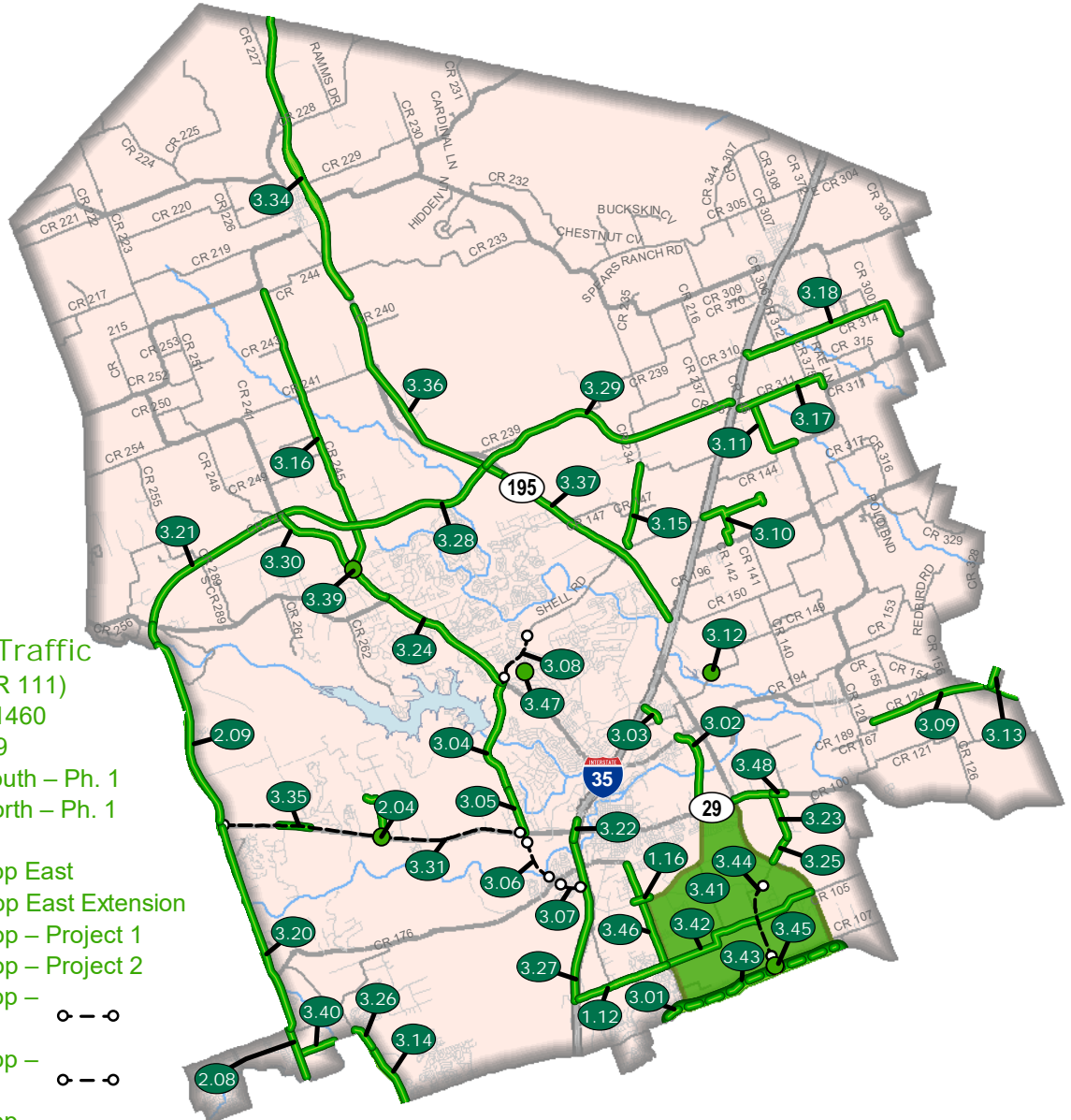
Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)
Project No. 1812-282

Original Contract Price = \$13,270,258.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/19/2018	3/5/2019	4/22/2019	5/2/2019			540		540	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	5/2/2019	6/30/2019	60	\$1,138,506.71	\$1,138,506.71	\$126,500.75	\$126,500.75	10	11
2	7/1/2019	7/31/2019	31	\$900,193.70	\$2,038,700.41	\$100,021.52	\$226,522.27	17	17
3	8/1/2019	8/31/2019	31	\$500,440.00	\$2,539,140.41	\$55,604.44	\$282,126.71	21	23
4	9/1/2019	9/30/2019	30	\$781,187.35	\$3,320,327.76	\$86,798.60	\$368,925.31	28	28
5	10/1/2019	10/31/2019	31	\$629,436.02	\$3,949,763.78	\$69,937.33	\$438,862.64	33	34
6	11/1/2019	11/30/2019	30	\$278,357.53	\$4,228,121.31	\$30,928.62	\$469,791.26	35	39
Adjusted Price =									\$13,270,258.10

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



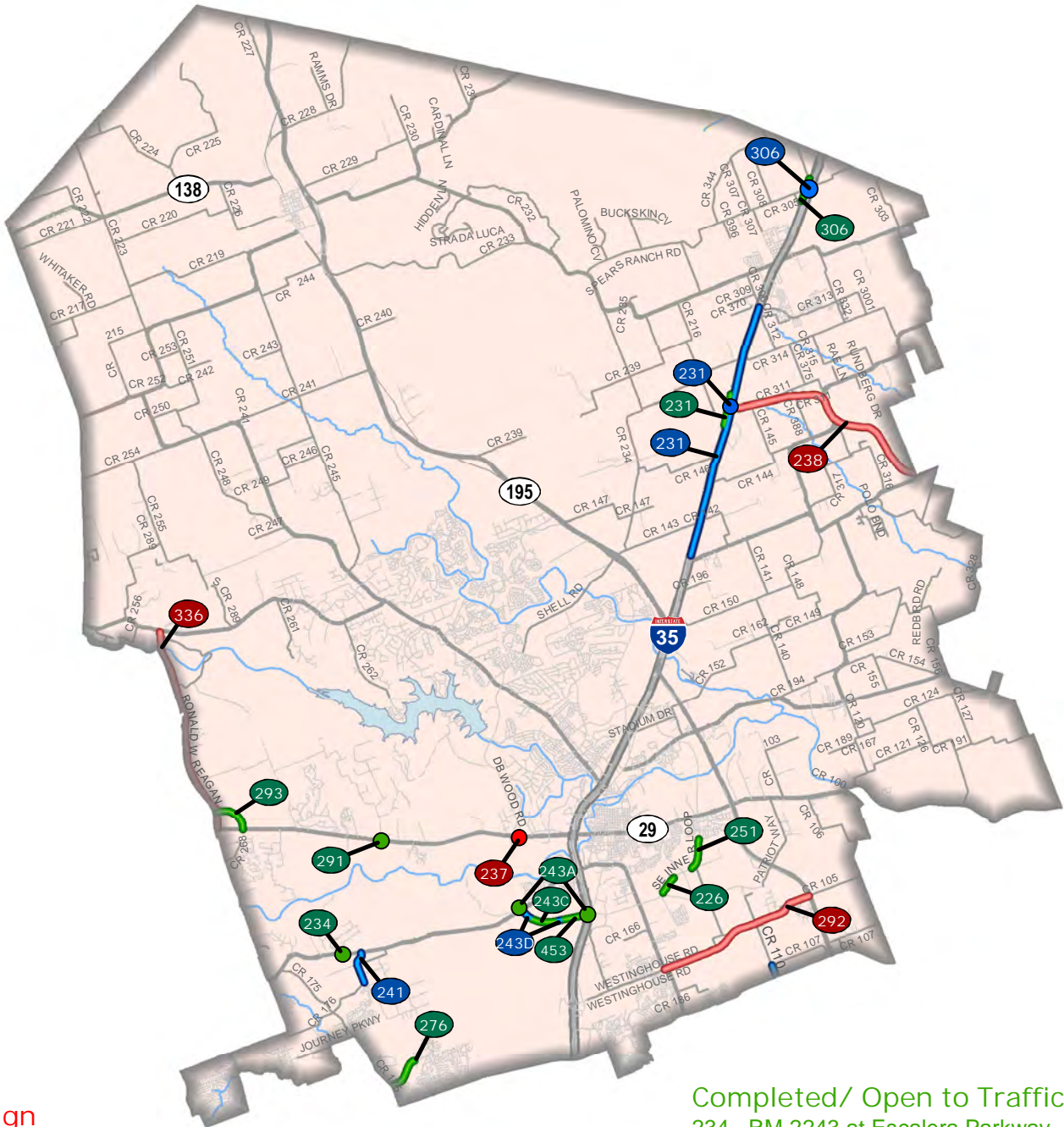
Completed/Open to Traffic

- 1.12 Westinghouse Rd. (CR 111)
- 1.16 SE Inner Loop at FM 1460
- 2.04 Cedar Hollow at SH 29
- 2.08 Ronald W. Reagan South – Ph. 1
- 2.09 Ronald W. Reagan North – Ph. 1
- 3.01 FM 1460 to CR 110
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study
- 3.07 Georgetown Inner Loop – Project 4 Study
- 3.08 Georgetown Inner Loop – Project 5 Study
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps

- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.41 CR 110 / Arterial A Study (design)
- 3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
- 3.43 University Blvd. (Chandler Rd) Expansion (Design)
- 3.44 CR 110 North
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)
- 3.46 FM 1460 North
- 3.47 Madrid Drive Extension

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



In Design

- 237 SH 29 at DB Wood (Intersection Improvements)
- 238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
- 292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)
- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
- 241 CR 176 at RM 2243 Intersection (Safety Improvements)
- 243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

- 306 CR 305 at IH 35 Bridge Replacement

Completed/ Open to Traffic

- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 Relocation of 48" Williamson County Regional Raw Waterline - Line B

Completed/ Open to Traffic (con't)

- 234 RM 2243 at Escalera Parkway (Intersection Improvements)
- 243a Southwest Bypass Driveways
- 243c Southwest Bypass Access Route
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
- 291 SH 29 at Cedar Hollow (Intersection Improvements)
- 293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
- 306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
- 453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

**Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)
2017-0065-CIP**

Original Contract Price = \$5,599,200.86

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/27/2017	7/26/2017	8/21/2017	8/21/2017	9/25/2018		337	0	337	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	8/21/2017	9/30/2017	41	\$481,587.30	\$481,587.30	\$25,346.70	\$25,346.70	9	12
2	10/1/2017	10/31/2017	31	\$458,144.63	\$939,731.93	\$24,112.88	\$49,459.58	17	21
3	11/1/2017	11/30/2017	30	\$165,940.58	\$1,105,672.51	\$8,733.71	\$58,193.29	20	30
4	12/1/2017	12/31/2017	31	\$175,800.58	\$1,281,473.09	\$9,252.66	\$67,445.95	24	39
5	1/1/2018	1/31/2018	31	\$568,442.13	\$1,849,915.22	\$29,918.01	\$97,363.96	34	49
6	2/1/2018	2/28/2018	28	\$282,226.98	\$2,132,142.20	\$14,854.05	\$112,218.01	39	57
7	3/1/2018	3/31/2018	31	\$696,205.12	\$2,828,347.32	\$36,642.70	\$148,860.71	52	66
8	4/1/2018	4/30/2018	30	\$424,409.91	\$3,252,757.23	\$22,337.04	\$171,197.75	60	75
9	5/1/2018	5/31/2018	31	\$267,712.89	\$3,520,470.12	\$14,089.28	\$185,287.03	65	84
10	6/1/2018	6/30/2018	30	\$352,872.20	\$3,873,342.32	\$18,572.22	\$203,859.25	71	93
11	7/1/2018	7/31/2018	31	\$149,691.68	\$4,023,034.00	\$7,878.51	\$211,737.76	74	102
12	8/1/2018	8/31/2018	31	\$857,510.85	\$4,880,544.85	\$45,133.02	\$256,870.78	90	112
13	9/1/2018	9/25/2018	25	\$154,914.24	\$5,035,459.09	\$8,153.38	\$265,024.16	93	119
14	9/26/2018	11/30/2018	0	\$228,483.14	\$5,263,942.23	\$12,025.43	\$277,049.59	97	119
15	12/1/2018	1/31/2019	0	\$191,866.04	\$5,455,808.27	-\$227,049.59	\$50,000.00	96	119

11/29/2019 Comments - The Balancing Change Order is with the City of Georgetown for approval.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	12/12/2017	\$ 114,077.58	\$ 114,077.58

Additional work desired by the City. This Change Order adds a stub-out of 380 feet to the east end of the Southwest Bypass for future connection to the Southeast Inner Loop at the IH-35 frontage road. All related items and quantities will be overruns or underruns of current Contract items.

Adjusted Price = \$5,713,278.44

Inner Loop Improvements (Wilco Way to Belmont Drive)
Project No. 1706-168

Original Contract Price = \$5,352,696.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/9/2017	8/30/2017	9/18/2017	9/28/2017	12/21/2018		300	98	398	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	9/28/2017	10/31/2017	34	\$324,036.00	\$324,036.00	\$36,004.00	\$36,004.00	7	9
2	11/1/2017	11/30/2017	30	\$429,129.00	\$753,165.00	\$47,681.00	\$83,685.00	16	16
3	12/1/2017	1/31/2018	62	\$460,398.44	\$1,213,563.44	\$51,155.38	\$134,840.38	26	32
4	2/1/2018	2/28/2018	28	\$52,007.22	\$1,265,570.66	\$5,778.58	\$140,618.96	27	39
5	3/1/2018	3/31/2018	31	\$346,718.46	\$1,612,289.12	\$38,524.28	\$179,143.24	34	46
6	4/1/2018	4/30/2018	30	\$616,068.50	\$2,228,357.62	\$68,452.05	\$247,595.29	47	54
7	5/1/2018	5/31/2018	31	\$625,661.55	\$2,854,019.17	\$69,517.95	\$317,113.24	60	62
8	6/1/2018	6/30/2018	30	\$940,709.70	\$3,794,728.87	\$104,523.31	\$421,636.55	80	69
9	7/1/2018	7/31/2018	31	\$464,007.65	\$4,258,736.52	\$51,556.40	\$473,192.95	90	77
10	8/1/2018	8/31/2018	31	\$164,300.22	\$4,423,036.74	\$18,255.58	\$491,448.53	93	85
11	9/1/2018	9/30/2018	30	\$55,348.69	\$4,478,385.43	\$6,149.85	\$497,598.38	95	92
12	10/1/2018	10/31/2018	31	\$35,315.10	\$4,513,700.53	\$3,923.90	\$501,522.28	95	100
13	11/1/2018	11/30/2018	30	\$68,351.25	\$4,582,051.78	\$7,594.58	\$509,116.86	97	108
14	12/1/2018	12/22/2018	22	\$67,106.34	\$4,649,158.12	\$7,456.26	\$516,573.12	98	113
15	12/23/2018	2/28/2019	0	\$32,411.02	\$4,681,569.14	\$3,601.23	\$520,174.35	99	113
16	3/1/2019	3/15/2019	0	\$18,154.74	\$4,699,723.88	\$2,017.19	\$522,191.54	99	113
17	3/16/2019	4/30/2019	0	\$499,998.40	\$5,199,722.28	-\$499,998.40	\$22,193.14	99	113

11/29/2019 Comments - Fabrication of the handrail remains as the final punchlist items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	12/5/2017	\$ 6,050.40	\$ 6,050.40
3E: County Convenience. Reduction of future maintenance. This Change Order revises the hot mix asphalt (HMAC) pavement section on the Inner Loop from one 2" lift of Type C HMAC to one 2" lift of Type D HMAC.			

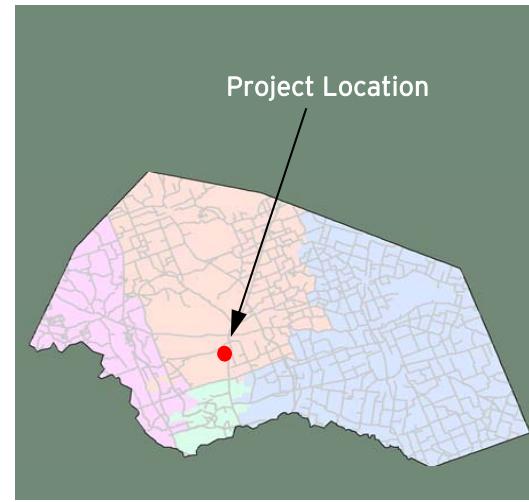
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/5/2018	\$ 37,681.73	\$ 43,732.13
3F: County Convenience. Additional work desired by the County. This Change Order pays for various additional items of work on the Central Maintenance portion of the project that include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, level up asphalt on the existing pavement, reconstruction of the remaining portion of the County Annex parking lot, relocation of the existing force main outside the limits of new parking lots, installation of conduit sleeves under the new parking lot for future irrigation and a revised seed mixture to match the existing campus lawn. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). Changes at the Wilco Way portion of the project include overrun in excavation cost due to change in the Construction Sequence requested by TCEQ and changes to the seed mixture. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(item 9). Pay item for 18" deep pavement repair (351-6011) will be deleted. The item will not be used because the repair of failures in the existing pavement does not require it.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/18/2018	\$ 183,780.89	\$ 227,513.02
3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/5/2019	\$ 20,171.94	\$ 247,684.96
3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditions(unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	6/25/2019	\$ (343,688.29)	\$ (96,003.33)
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds time to the			

Adjusted Price = \$5,256,692.67



Southwest Bypass Segment 2

(Southbound IH 35 to RM 2243)

Project Length: 1.6 Miles

Roadway Classification: Major Urban Collector

Project Schedule: September 2018 - December 2019

Estimated Construction Cost: \$8.1 Million



NOVEMBER 2019 IN REVIEW

11/08/2019: James Construction shaped slopes and formed and placed rock riprap along the ROW at the south pond area. Subcontractor G Carter placed wire and conduit at the RM 2243 intersection and at the southbound frontage road light poles on IH 35. Subcontractor Roadway Specialties (RSI) placed the metal beam guard fence (MBGF) at the bridge locations on both sides.

11/15/2019: Excavation continued at the west end tie-in to RM 2243. Subcontractor G Carter placed ground boxes at the RM 2243 intersection and on the bridge on both ends.

11/22/2019: Excavation continued at the west end tie-in to RM 2243. Subcontractor G Carter continued to place ground boxes and wiring at the RM 2243 intersection and on the bridge. Subcontractor Elite Curb began the MBGF mow strips at the bridge. Subcontractor RSI installed sign mount foundations.

11/29/2019: Slopes continued to be placed and rock riprap formed and placed along the ROW at the south pond area. Subcontractor G Carter continued to place wiring at the RM 2243 intersection and on the bridge. Subcontractor RSI continued forming the MBGF mow strips at the bridge and placing sign mount foundations.



Design Engineer: HDR Engineering
Contractor: James Construction
Construction Observation:
Pat De Los Santos, HNTB

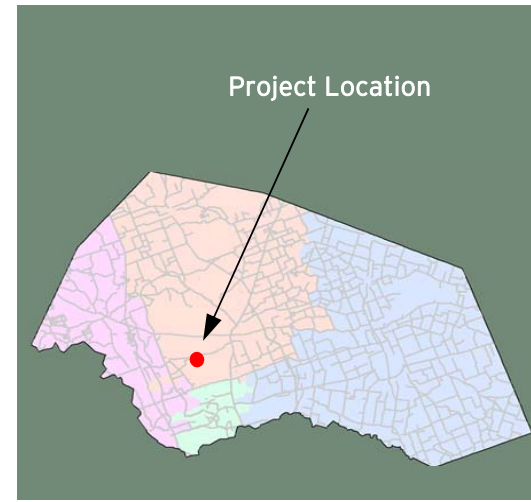
Williamson County
Road Bond Program

Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

Project No. 1803-219

Original Contract Price = \$8,087,943.77

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
5/9/2018	6/19/2018	9/14/2018	9/24/2018			420	0	420	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	9/24/2018	10/25/2018	32	\$650,245.50	\$650,245.50	\$72,249.50	\$72,249.50	9	8
2	10/26/2018	11/25/2018	31	\$282,139.19	\$932,384.69	\$31,348.80	\$103,598.30	13	15
3	11/26/2018	12/25/2018	30	\$935,358.18	\$1,867,742.87	\$103,928.69	\$207,526.99	26	22
4	12/26/2018	1/25/2019	31	\$150,358.76	\$2,018,101.63	\$16,706.52	\$224,233.51	28	30
5	1/26/2019	2/25/2019	31	\$87,117.34	\$2,105,218.97	\$9,679.71	\$233,913.22	29	37
6	2/26/2019	3/25/2019	28	\$658,360.62	\$2,763,579.59	\$73,151.18	\$307,064.40	38	44
7	3/26/2019	4/25/2019	31	\$368,480.57	\$3,132,060.16	\$40,942.28	\$348,006.68	43	51
8	4/26/2019	5/25/2019	30	\$518,691.89	\$3,650,752.05	\$57,632.43	\$405,639.11	50	58
9	5/26/2019	6/25/2019	31	\$525,821.35	\$4,176,573.40	\$58,424.60	\$464,063.71	57	65
10	6/26/2019	7/25/2019	30	\$188,830.60	\$4,365,404.00	\$20,981.18	\$485,044.89	60	73
11	7/26/2019	8/25/2019	31	\$468,383.64	\$4,833,787.64	-\$230,635.01	\$254,409.88	63	80
12	8/26/2019	9/25/2019	31	\$246,380.33	\$5,080,167.97	\$12,967.38	\$267,377.26	66	87
13	9/26/2019	10/25/2019	30	\$469,622.82	\$5,549,790.79	\$24,716.99	\$292,094.25	72	95
14	10/26/2019	11/25/2019	31	\$310,326.66	\$5,860,117.45	\$16,332.98	\$308,427.23	76	102
Adjusted Price =									\$8,087,943.77



CR 176 at RM 2243

(RM 2243 at Parkside Parkway)

Project Length: 1 Mile

Roadway Classification: Rural Arterial

Project Schedule: August 2019 - March 2020

Estimated Construction Cost: \$2.4 Million



NOVEMBER 2019 IN REVIEW

11/08/2019: Joe Bland Construction removed old CR 176 on the south end of project now that the detour at Deer Draw has been placed. Grading continued along the north side of RM 2243.

11/15/2019: Excavation and grading began from the detour at Deer Draw towards RM 2243.

11/22/2019: Excavation and grading continued from the detour at Deer Draw towards RM 2243 and on Parkside Parkway. Base was placed in the same area and in the ditch lines along the RM 2243 roadway.

1/29/2019: Excavation and grading continued from the detour at Deer Draw towards RM 2243 and on Parkside Parkway. Base continued to be placed in the ditch lines along the RM 2243 roadway on both sides.



Design Engineer: WSB & Associates
Contractor: Joe Bland Construction
Construction Observation:
Pat de los Santos, HNTB

Williamson County
Road Bond Program

CR 176 at RM 2243 (RM 2243 at Parkside Parkway)

Project No. 1901-285

Original Contract Price = \$2,447,560.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
1/8/2019	3/26/2019	7/26/2019	8/5/2019			420	0	420	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	8/5/2019	8/7/2019	3	\$72,005.40	\$72,005.40	\$8,000.60	\$8,000.60	3	1
2	8/8/2019	8/31/2019	24	\$182,903.40	\$254,908.80	\$20,322.60	\$28,323.20	12	6
3	9/1/2019	9/30/2019	30	\$256,030.43	\$510,939.23	\$28,447.83	\$56,771.03	23	14
4	10/1/2019	10/31/2019	31	\$404,602.62	\$915,541.85	\$44,955.84	\$101,726.87	42	21
5	11/1/2019	11/30/2019	30	\$120,882.61	\$1,036,424.46	\$19,155.74	\$120,882.61	47	28
Adjusted Price =									\$2,447,560.00

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER BOLES

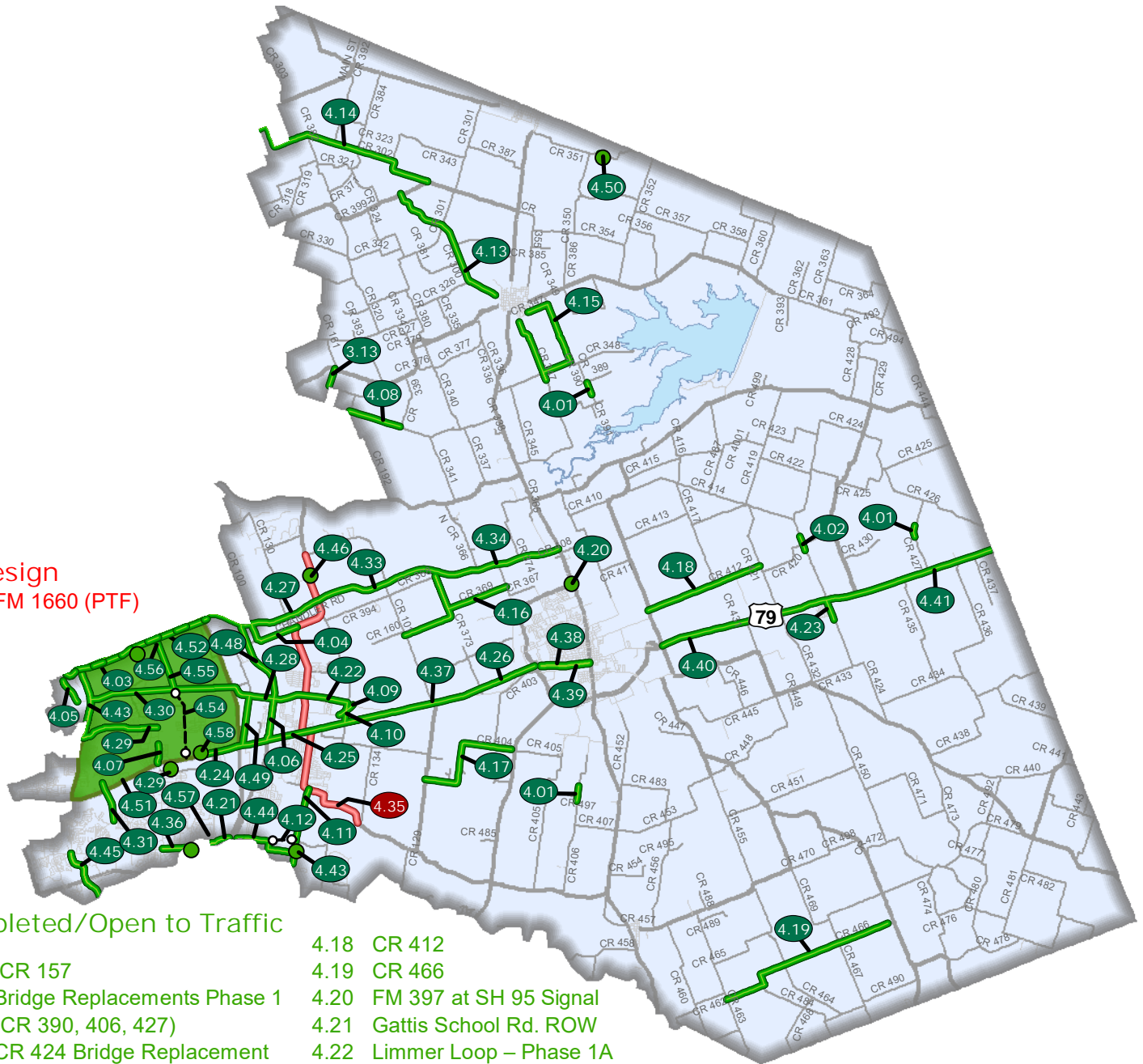
In Design
4.35 FM 1660 (PTF)

Completed/Open to Traffic

3.13 CR 157
4.01 Bridge Replacements Phase 1
(CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139
Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369
(CR 101 to CR 366)
4.17 CR 404

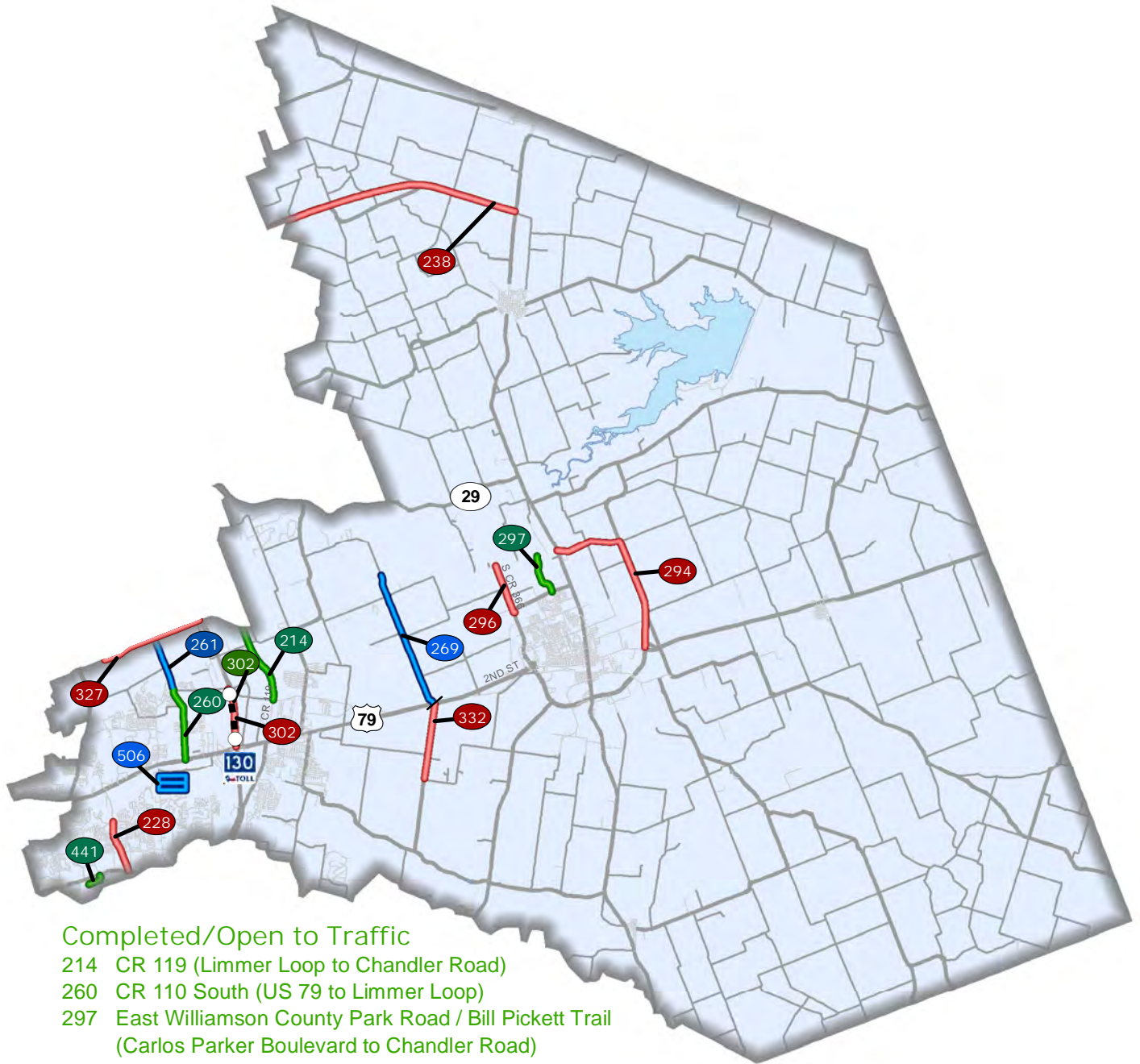
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.31 Kenney Fort Boulevard – Phase 1
4.33 Chandler Rd. – Phase 3A
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)

4.43 FM 1460 Section 2
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110/ Arterial A Study Area
4.52 University Blvd. (Chandler Rd.)
Expansion
4.54 CR 110 South - (Design)
(US 79 to Limmer Lp)
4.55 CR 110 Middle
(North of Limmer Loop to CR 107)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at
Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing



2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER BOLES



Completed/Open to Traffic

- 214 CR 119 (Limmer Loop to Chandler Road)
- 260 CR 110 South (US 79 to Limmer Loop)
- 297 East Williamson County Park Road / Bill Pickett Trail
(Carlos Parker Boulevard to Chandler Road)
- 441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)
- 302 SH 130 Traffic Study

Under Construction/Bidding

- 261 CR 110 Middle (Limmer Loop to CR 107)
- 269 CR 101 (US 79 to North of Chandler Road)
- 506 Greenfield and Oak Bluff Estates Drainage Improvements

In Design

- 228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
- 238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
- 294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
- 296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
- 302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
- 332 FM 3349/US 79 Interchange

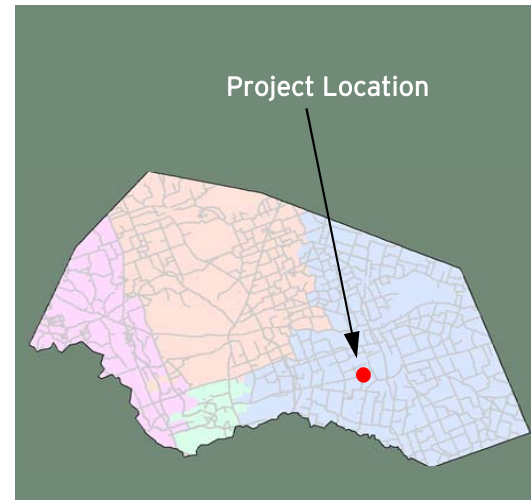
CR 119 (Limmer Loop to Chandler Road)
Project No. 1708-186

Original Contract Price = \$6,640,302.71

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
10/25/2017	11/15/2017	12/8/2017	12/18/2017	3/27/2019		450		450	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	12/1/2017	12/31/2017	31	\$65,613.60	\$65,613.60	\$7,290.40	\$7,290.40	1	7
2	1/1/2018	1/31/2018	31	\$473,860.64	\$539,474.24	\$52,651.18	\$59,941.58	9	14
3	2/1/2018	2/28/2018	28	\$323,428.91	\$862,903.15	\$35,936.55	\$95,878.13	14	20
4	3/1/2018	3/31/2018	31	\$229,232.44	\$1,092,135.59	\$25,470.27	\$121,348.40	18	27
5	4/1/2018	4/30/2018	30	\$630,740.24	\$1,722,875.83	\$70,082.25	\$191,430.65	29	34
6	5/1/2018	5/31/2018	31	\$298,792.28	\$2,021,668.11	\$33,199.14	\$224,629.79	34	40
7	6/1/2018	6/30/2018	30	\$448,853.39	\$2,470,521.50	\$49,872.60	\$274,502.39	41	47
8	7/1/2018	7/31/2018	31	\$494,029.30	\$2,964,550.80	\$54,892.14	\$329,394.53	50	54
9	8/1/2018	8/31/2018	31	\$464,999.77	\$3,429,550.57	\$51,666.64	\$381,061.17	57	61
10	9/1/2018	9/30/2018	30	\$91,950.30	\$3,521,500.87	\$10,216.70	\$391,277.87	59	68
11	10/1/2018	10/31/2018	31	\$150,146.37	\$3,671,647.24	\$16,682.93	\$407,960.80	61	74
12	11/1/2018	11/30/2018	30	\$637,015.84	\$4,308,663.08	\$70,779.54	\$478,740.34	72	81
13	12/1/2018	12/31/2018	31	\$183,696.70	\$4,492,359.78	\$20,410.75	\$499,151.09	75	88
14	1/1/2019	1/31/2019	31	\$431,097.90	\$4,923,457.68	-\$240,021.74	\$259,129.35	78	95
15	2/1/2019	2/28/2019	28	\$92,272.69	\$5,015,730.37	\$4,856.46	\$263,985.81	80	101
16	3/1/2019	3/27/2019	27	\$921,976.40	\$5,937,706.77	\$48,525.07	\$312,510.88	94	107
17	3/28/2019	4/30/2019	0	\$8,292.20	\$5,945,998.97	\$436.80	\$312,947.68	94	107
18	5/1/2019	5/31/2019	0	\$9,978.80	\$5,955,977.77	\$525.20	\$313,472.88	94	107
11/29/2019	Comments -	The Balancing Change Order is being processed.							

11/29/2019 Comments - The Balancing Change Order is being processed.

Adjusted Price = \$6,640,302.71



CR 110 Middle

(Limmer Loop to CR 107)

Project Length: 2.2 Miles

Roadway Classification: Urban Arterial

Project Schedule: May 2019 - June 2020

Estimated Construction Cost: \$8.9 Million



NOVEMBER 2019 IN REVIEW

11/08/2019: James Construction placed and compacted roadway subgrade north of CR 112 and north of University Boulevard. Subcontractor Bryan and Frey Construction began setting up for wastewater bore operation at the southeast corner of CR 110 and University Boulevard.

11/15/2019: Storm drain pipe was installed at the north end of the project. Subcontractor Bryan and Frey Construction began wastewater bore operations at the southeast corner of CR 110 and University Boulevard. Subcontractor Austin Traffic Signal installed traffic signal pole foundations at the intersection of CR 110 and Limmer Loop.

11/22/2019: Excavation was completed at the Paloma Lake development. All excavated material was placed and compacted between CR 112 and University Boulevard and fine graded. The water line continued to be installed north of the Atmos Gas Regulation Station. Subcontractor Bryan and Frey completed the wastewater bore at CR 110 and University Boulevard.

11/29/2019: Flexible base was placed between CR 112 and University Boulevard. Subgrade excavation and embankment began north of University Boulevard. Water line installation continued north of University Boulevard.



Design Engineer: Kimley Horn
Contractor: James Construction
Construction Observation:
Alfonso Alarcon, HNTB

Williamson County
Road Bond Program

CR 110 Middle (Limmer Loop to CR 107)**Project No. 1809-261**

Original Contract Price = \$8,910,862.73

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/14/2018	2/5/2019	4/26/2019	5/6/2019			390		390

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
								<u>Used</u>	<u>Used</u>
1	5/6/2019	5/31/2019	26	\$719,064.06	\$719,064.06	\$79,896.01	\$79,896.01	9	7
2	6/1/2019	6/30/2019	30	\$327,805.09	\$1,046,869.15	\$36,422.78	\$116,318.79	13	14
3	7/1/2019	7/31/2019	31	\$406,884.78	\$1,453,753.93	\$45,209.43	\$161,528.22	18	22
4	8/1/2019	8/31/2019	31	\$391,244.32	\$1,844,998.25	\$43,471.59	\$204,999.81	23	30
5	9/1/2019	9/30/2019	30	\$88,385.53	\$1,933,383.78	\$9,820.61	\$214,820.42	24	38
6	10/1/2019	10/31/2019	31	\$295,167.52	\$2,228,551.30	\$32,796.39	\$247,616.81	28	46
7	11/1/2019	11/30/2019	30	\$424,033.34	\$2,652,584.64	\$47,114.82	\$294,731.63	33	54

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/8/2019	66,291.83	66,291.83

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

Adjusted Price = \$8,977,154.56



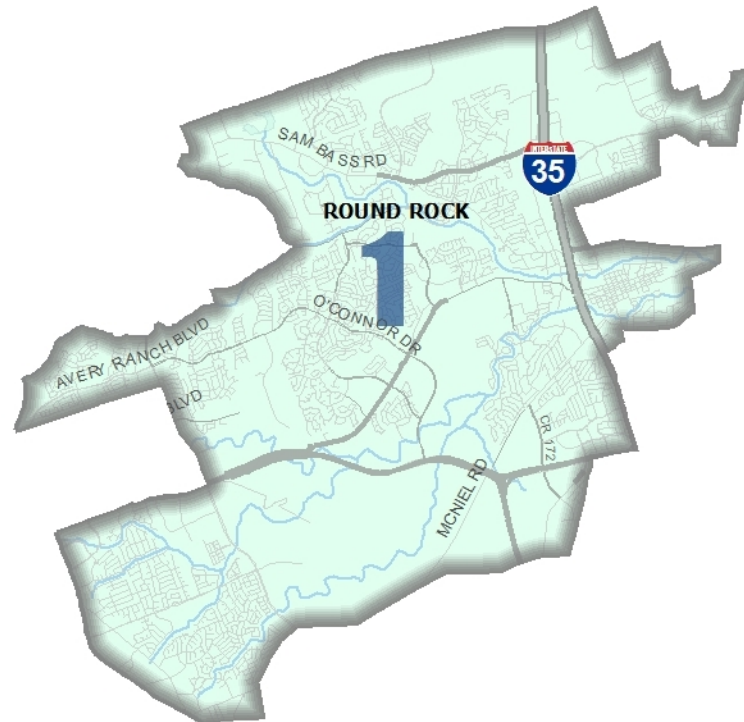
Williamson County Commissioners Court

Road Bond Program

December 17, 2019



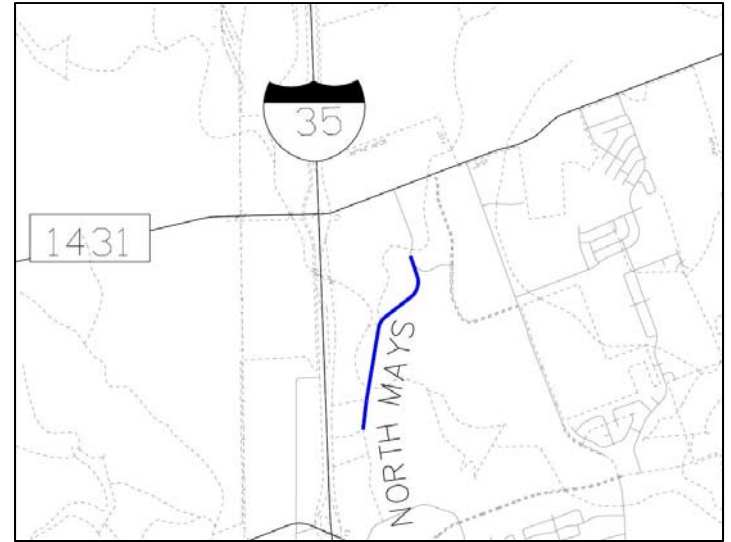
Precinct 1



North Mays Extension (Paloma Drive to Oakmont Drive)

3

Anticipated Completion
Spring 2020



Original Contract Price = \$10,775,835.75

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$10,775,835.75

Expenditures to Date = \$6,806,837.68 (63%)

North Mays Extension (Paloma Drive to Oakmont Drive)



North Mays Extension (Paloma Drive to Oakmont Drive)



North Mays Extension (Paloma Drive to Oakmont Drive)

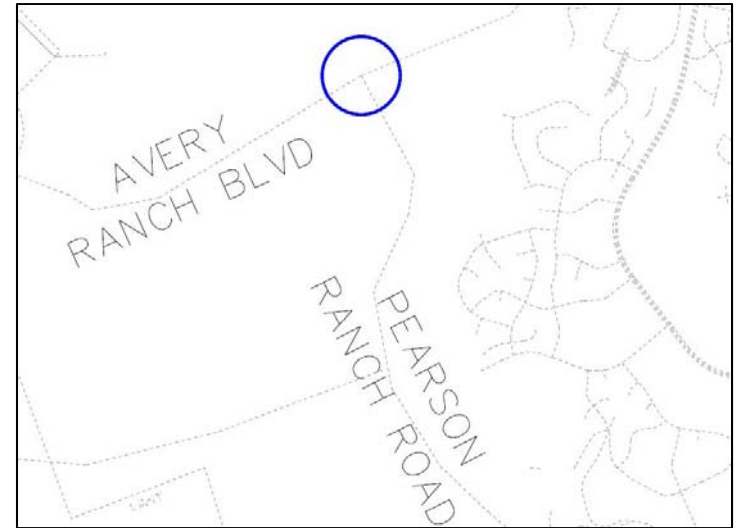
6





Pearson Ranch Road at Avery Boulevard ⁷ (Traffic Signal)

Substantially Complete



Partnership with the City of Austin

WilCo Contribution = 50% of the total project
cost, not to exceed \$155,000.00

Construction is managed by the City of Austin

Pearson Ranch Road at Avery Boulevard ⁸ (Traffic Signal)



Pearson Ranch Road at Avery Boulevard ⁹ (Traffic Signal)

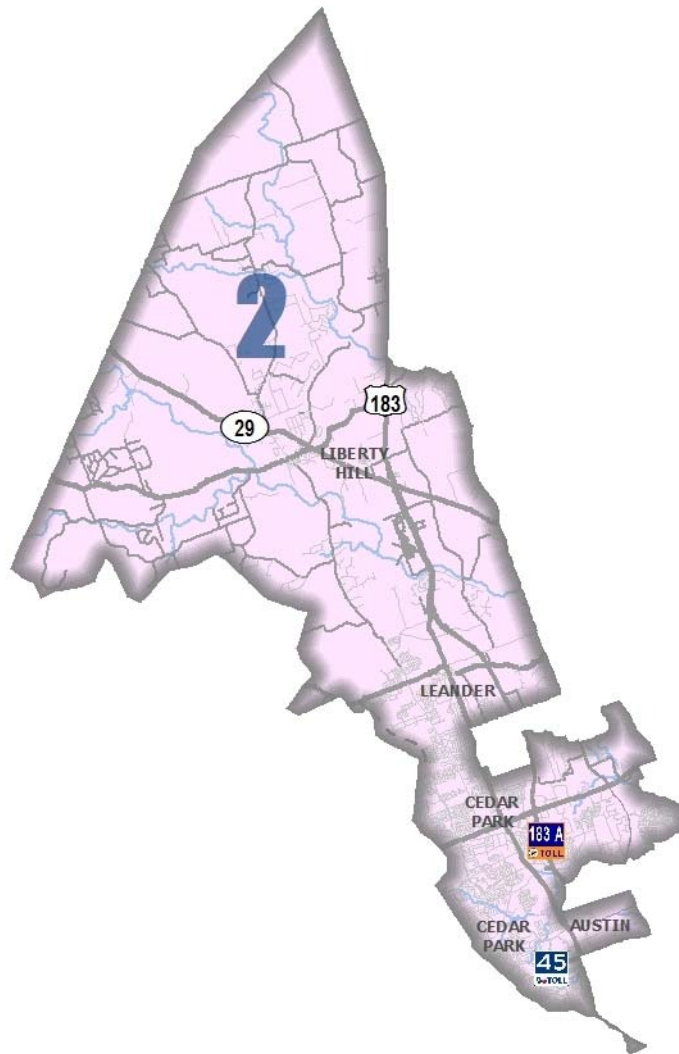


Pearson Ranch Road at Avery Boulevard (Traffic Signal)

10



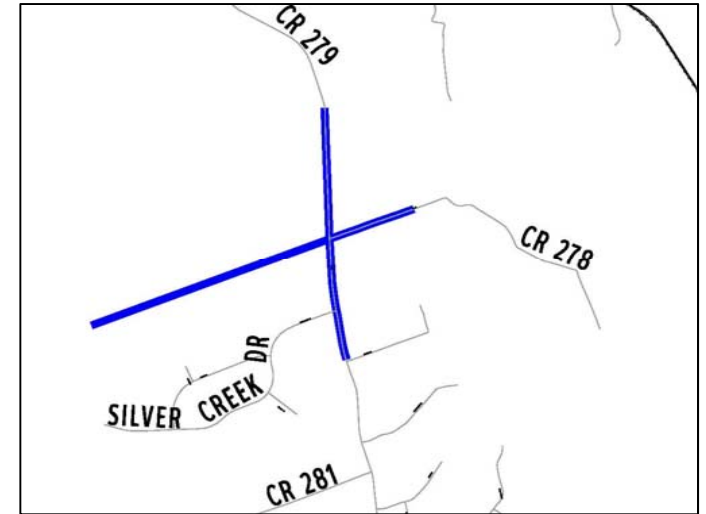
Precinct 2



Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)

12

Anticipated Completion
Early 2020



Original Contract Price = \$2,959,000.00

Total Change Orders to Date = \$53,416.00

Adjusted Contract Price = \$3,012,416.00

Expenditures to Date = \$1,848,425.77 (62%)

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)

13



Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)

14



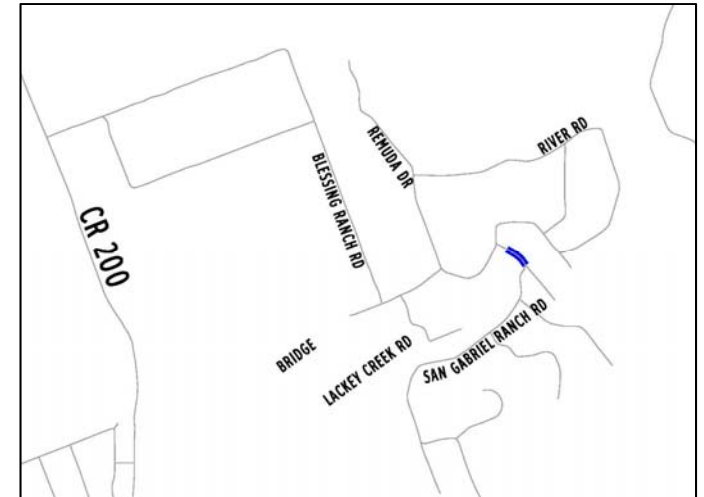
Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)

15



San Gabriel Ranch Road Bridge at Lackey Creek ¹⁶

Anticipated Completion
Early 2020



Original Contract Price = \$1,425,301.90

Total Change Orders to Date = \$16,166.09

Adjusted Contract Price = \$1,441,467.99

Expenditures to Date = \$978,282.29 (68%)

San Gabriel Ranch Road Bridge at Lackey¹⁷ Creek



San Gabriel Ranch Road Bridge at Lackey¹⁸ Creek

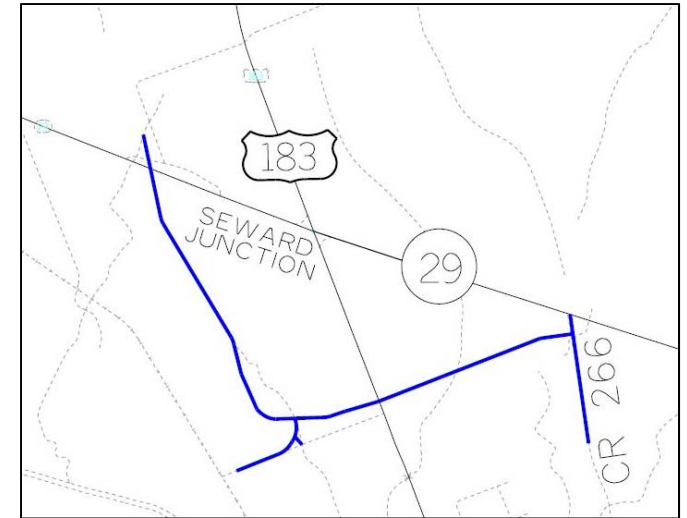


San Gabriel Ranch Road Bridge at Lackey¹⁹ Creek



Seward Junction Improvements

Anticipated Completion
Late 2020



Original Contract Price = \$13,270,258.10

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$13,270,258.10

Expenditures to Date = \$4,697,912.57 (35%)

Seward Junction Improvements



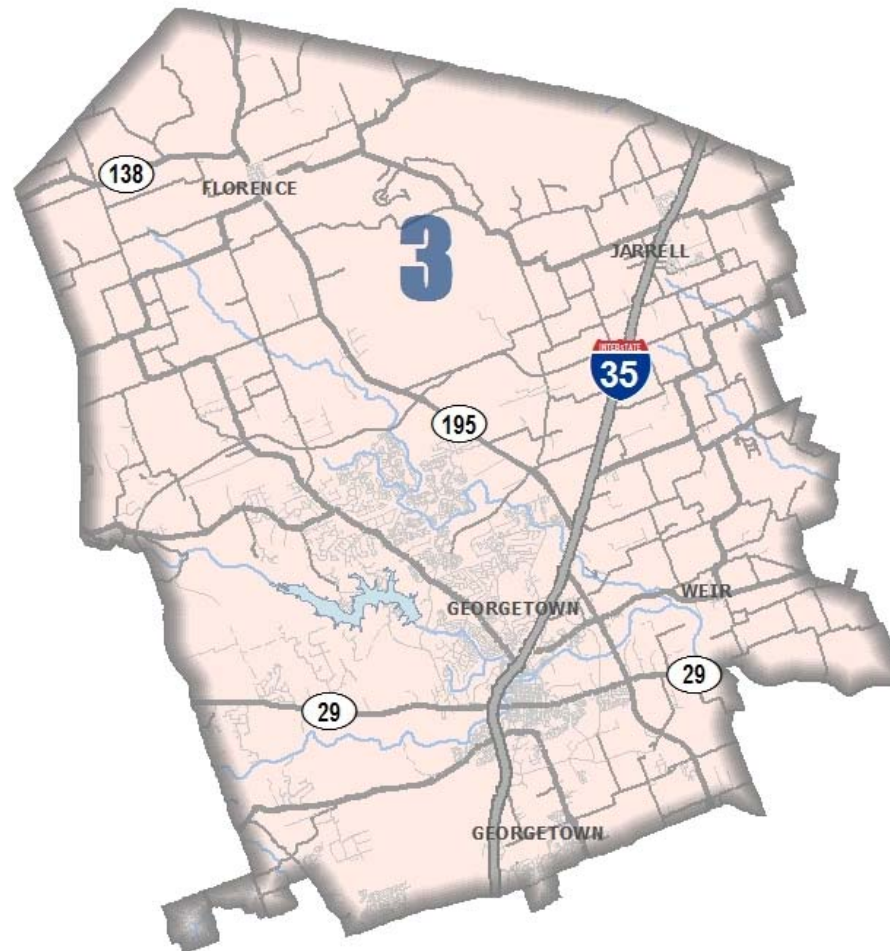
Seward Junction Improvements



Seward Junction Improvements



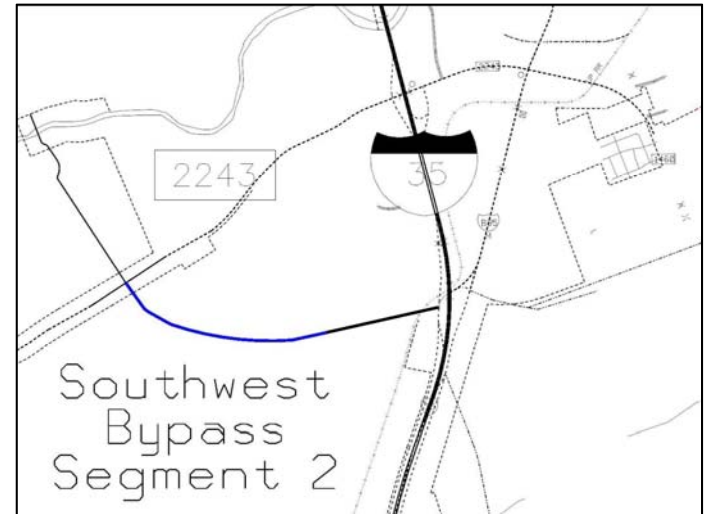
Precinct 3



Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

25

Anticipated Completion
Early 2020



Original Contract Amount = \$8,087,943.77

Total Change Orders = \$0.00

Adjusted Contract Price = \$8,087,943.77

Expenditures to Date = \$6,168,544.69 (76%)

Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

26



Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

27



Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

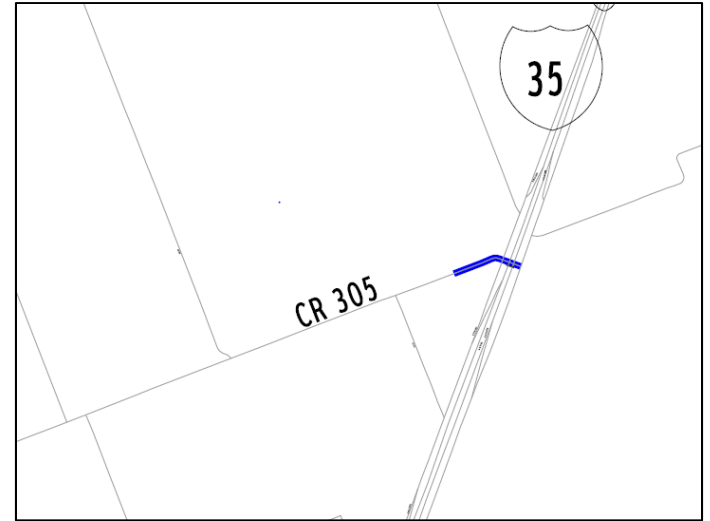
28



CR 305 at IH 35 (Bridge Replacement)

29

Substantially Complete



Partnership with TxDOT

Original Contract Amount = \$6,748,948.60

Construction is managed by TxDOT

CR 305 at IH 35 (Bridge Replacement)

30



CR 305 at IH 35 (Bridge Replacement)

31



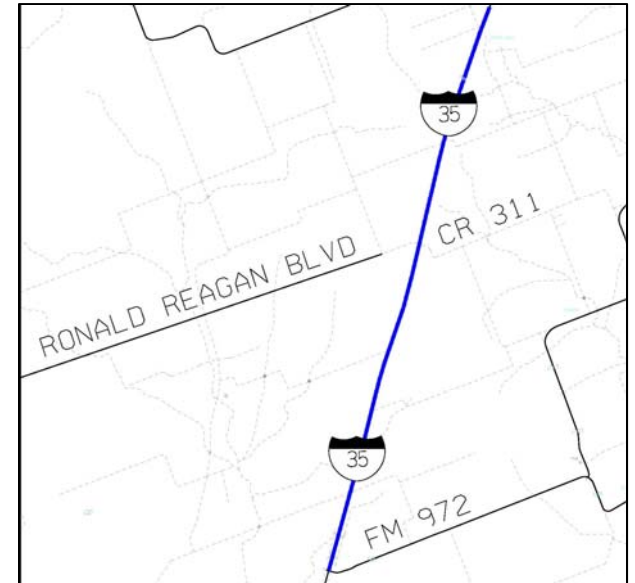
CR 305 at IH 35 (Bridge Replacement)





IH 35 Ramp Reversals and Frontage Road Conversion ³³

Anticipated Completion
Fall 2020



Partnership with TxDOT

Original Contract Amount = \$13,145,762.51

Construction is managed by TxDOT

IH 35 Ramp Reversals and Frontage Road Conversion ³⁴



IH 35 Ramp Reversals and Frontage Road Conversion³⁵



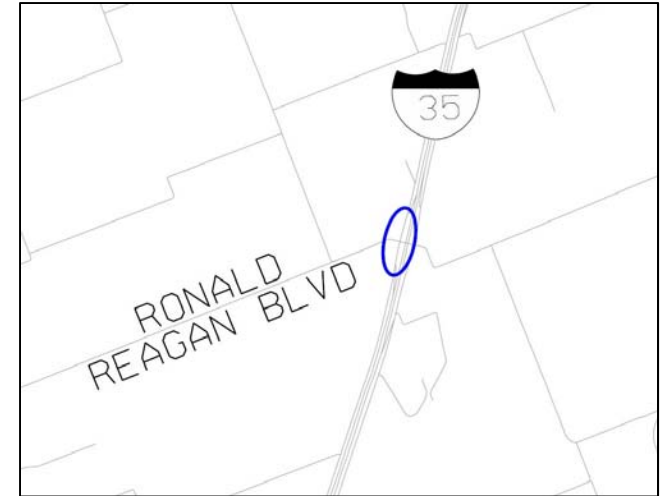
IH 35 Ramp Reversals and Frontage Road Conversion³⁶



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

37

Anticipated Completion
Summer 2020



Partnership with TxDOT

Original Contract Amount = \$15,048,229.93

Construction is managed by TxDOT

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

38



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

39



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

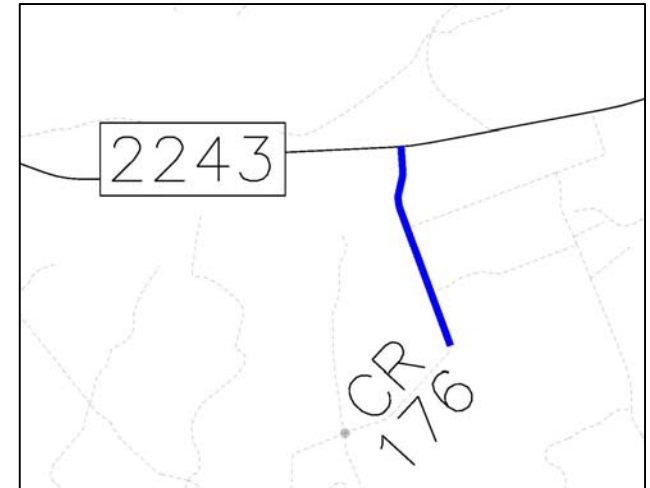
40



CR 176 at RM 2243 (RM 2243 to Parkside Parkway)

41

Anticipated Completion
Spring 2020



Original Contract Amount = \$2,447,560.00

Total Change Orders = \$0.00

Adjusted Contract Price = \$2,447,560.00

Expenditures to Date = \$1,208,826.11 (49%)

CR 176 at RM 2243 (RM 2243 to Parkside Parkway)



CR 176 at RM 2243 (RM 2243 to Parkside Parkway)



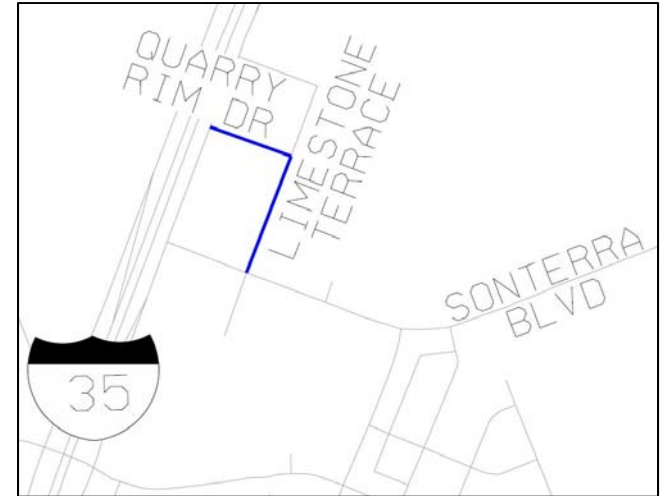
CR 176 at RM 2243 (RM 2243 to Parkside Parkway)



Limestone Terrace & Quarry Rim (Sonterra Boulevard to IH 35 Frontage Road)

45

Anticipated Completion
Late 2019



Original Contract Amount = \$1,060,707.70

Total Change Orders = \$44,272.00

Adjusted Contract Price = \$1,104,979.70

Expenditures to Date = \$901,394.92 (81%)

Limestone Terrace & Quarry Rim (Sonterra Boulevard to IH 35 Frontage Road)

46



Limestone Terrace & Quarry Rim (Sonterra Boulevard to IH 35 Frontage Road)

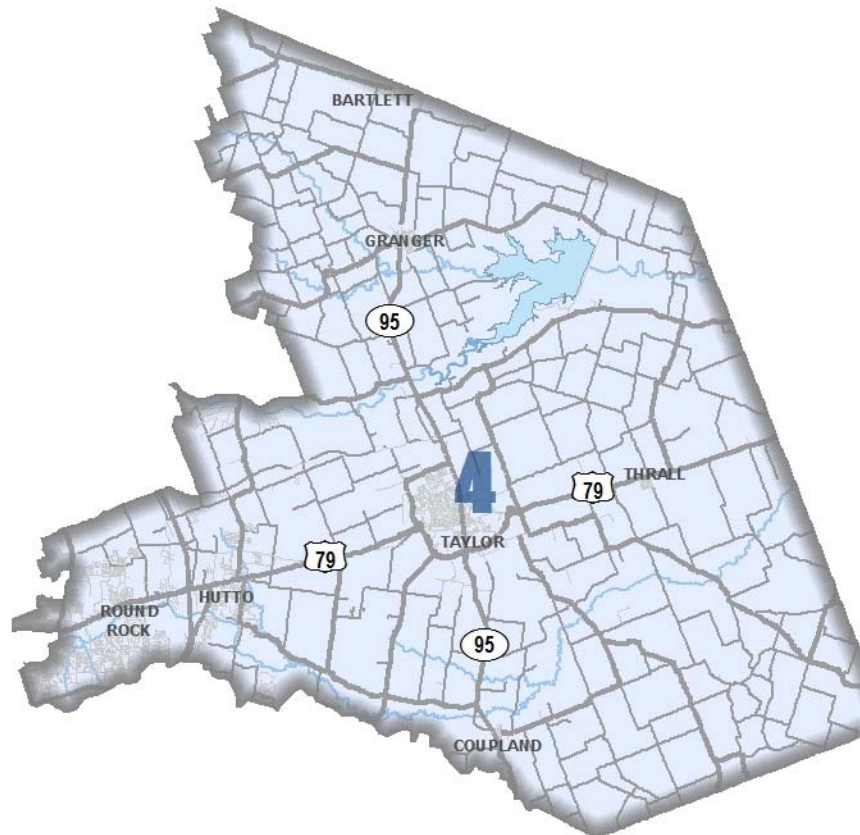
47



Limestone Terrace & Quarry Rim (Sonterra Boulevard to IH 35 Frontage Road)



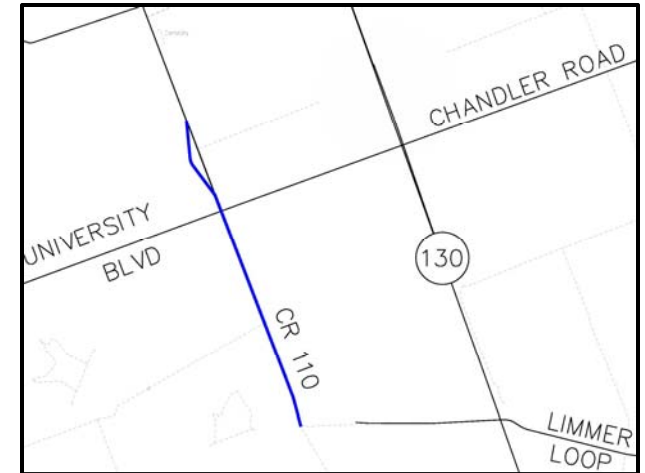
Precinct 4



CR 110 Middle (Limmer Loop to CR 107)

50

Anticipated Completion
Spring 2020



Original Contract Amount = \$8,910,862.73

Total Change Orders = \$66,291.83

Adjusted Contract Price = \$8,977,154.56

Expenditures to Date = \$2,947,316.29 (33%)

CR 110 Middle (Limmer Loop to CR 107)



CR 110 Middle (Limmer Loop to CR 107)



CR 110 Middle (Limmer Loop to CR 107)



Commissioners Court - Regular Session**78.****Meeting Date:** 12/17/2019

Awarding GEC RFQs

Submitted For: Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on awarding RFQ #2448 General Engineering Consultant (Road and Bridge) and RFQ #2449 General Engineering Consultant (Road Bond) to the most qualified respondent HNTB Corporation and authorizing execution of the Professional Service Agreements.

Background

Purchasing solicited sealed statements of qualifications for General Engineering Consultant Services for Road & Bridge as well as the 2019 Road Bond Program. 38 firms participated in each of the solicitations of which 2 firms responded to each. After an evaluation of the two submittals it was determined that HNTB Corporation was the most qualified to provide these services. Awarded contract amount is stated in the Fee Schedule of each agreement. Road and Bridge - Funding Source 01.0200.0210.004100 & Road Bond - Funding Source 2019 Road Bond. Department point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Award Recommendation](#)[Solicitation Summary 2448](#)[Solicitation Summary 2449](#)[PSA Road Bond](#)[PSA Road and Bridge](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 12/12/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

12/12/2019 01:53 PM
12/12/2019 02:03 PM
Started On: 12/12/2019 11:04 AM



December 12, 2019

Mr. Randy Barker
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Subject: Recommendation for 2448 & 2449 General Engineering Consulting Services

Based on the attached supporting documentation the General Engineering Consulting Services Selection Committee recommends the selection of HNTB Corporation/Prime Strategies, Inc. which was the top ranked firm from the evaluation process.

Two firms were evaluated on December 10, 2019 by the following Selection Committee:

County Commissioner Cynthia Long
Robert B. Daigh, P.E., Senior Director of Infrastructure
J. Terron Evertson, P.E., County Engineer

Please feel free to contact me if you have any questions.

Sincerely,

Robert B. Daigh, P.E.
Senior Director of Infrastructure

Cc: County Commissioner Cynthia Long, Precinct 2
Christen Eschberger, P.E.

Evaluation phase Ends on Jan 1 2020 3:00 PM

Evaluation (2)

2 of 2 complete offers

2A Questions

Options ▶Options ▶

● Question groups

Questions



2449 RFQ General Engineering Consultant (Road Bond)

Evaluation phase Ends on Jan 1 2020 10:00 AM

- Settings
- Participants
- Schedule
- Pricing sheets
- Questionnaires
- Question & Answer
- Offers/Applications
- Evaluate
- Compare & Select

0

Offer phase (2) Evaluation (2)

1. Williamson County- RFQ

2 of 2 Complete offers

24 Questions

Phase Rank

Q

Options

Offers/Applications

HNTB Corporation

HNTB Corporation

Dec 5 2019 2:47:19 PM

Hejl, Lee & Associates, Inc

Hejl, Lee & Associates, Inc

Dec 5 2019 5:47:51 PM

Rank

1

2

Knockouts of 0

unanswered question(s) of 13

Uploads missed of 3

Incomplete evaluations of 14

Invited to phase

Select page

Quality score

87%

36%

Evaluation

Evaluation

Compare by:

Question groups

Questions

Save image

Quality score

HNTB Corporation (1)

Hejl, Lee & A. (2)

87%

36%

0% 20% 40% 60% 80% 100%

Solicitation summary (2448)

Details

Reference number:

Procedure: Sealed without Preselection

Description:

SOLICITATION NOTICE:

Notice is hereby given that Williamson County will be accepting sealed Statements of Qualifications for the above-mentioned project.

Williamson County prefers and request electronic submittal of this RFQ. However paper responses will currently still be received. Instruction for submission via hard-copy are included in this RFQ.

PROJECT DESCRIPTION:

Williamson County is soliciting qualifications of engineering firms interested in providing General Engineering Services to assist Williamson County staff in the planning, development, management and oversight of its non-bond financed transportation projects.

PARTICIPATION:

Interested Suppliers can view the full details of the Solicitation by clicking the '**PARTICIPATE**' button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

****! I DON'T SEE A PARTICIPATE BUTTON **!**

You must be on the <https://platform-us.negometrix.com> website in order to access Williamson County's Solicitation information.

SUPPORT

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Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

Or view the Negometrix 'Supplier Guide' located on the Help page.

Technical Assistance (Mon - Fri: 8 am to 5 pm)

Awarded supplier(s)

- HNTB Corporation (HNTB Corporation)

Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 33)
 - WSP USA
 - Participant since : Dec 6 2019 12:57:49 PM
 - Pavetex Engineering, LLC
 - Participant since : Dec 5 2019 10:16:48 AM
 - Hejl, Lee & Associates, Inc

- Participant since : Dec 3 2019 1:51:37 PM
- Waeltz & Prete
 - Participant since : Dec 3 2019 12:00:00 PM
- Miller Gray
 - Participant since : Dec 3 2019 11:31:49 AM
- Garver
 - Participant since : Nov 21 2019 12:24:54 PM
 - Removed on : Dec 3 2019 9:05:16 AM
- RS&H
 - Participant since : Dec 2 2019 11:15:47 AM
- KCI Technologies, INC
 - Participant since : Nov 27 2019 8:57:18 AM
- M&S Engineering
 - Participant since : Nov 27 2019 8:50:35 AM
- Walter P Moore
 - Participant since : Nov 26 2019 10:30:11 AM
- GGE Design & Consulting, LLC
 - Participant since : Nov 25 2019 11:41:09 AM
- IMS
 - Participant since : Nov 25 2019 9:23:07 AM
- K Friese + Associates
 - Participant since : Nov 25 2019 9:09:45 AM
- HDR ENGINEERING, INC.
 - Participant since : Nov 22 2019 5:30:13 PM
- Tfma
 - Participant since : Nov 22 2019 12:59:42 AM
- Scheibe Consulting, LLC
 - Participant since : Nov 21 2019 11:33:14 PM
- Wantman Group, Inc.
 - Participant since : Nov 20 2019 4:06:25 PM
- Poznecki-Camarillo, Inc.
 - Participant since : Nov 20 2019 2:24:55 PM
- LJA Engineering, Inc.
 - Participant since : Nov 20 2019 12:59:18 PM
 - Removed on : Nov 20 2019 1:12:32 PM
- RPS Infrastructure, Inc.
 - Participant since : Nov 20 2019 12:51:35 PM
- Freese and Nichols, Inc.
 - Participant since : Nov 20 2019 12:50:43 PM
- GBA
 - Participant since : Nov 20 2019 10:52:02 AM
- Kimley-Horn and Associates, Inc.
 - Participant since : Nov 20 2019 10:15:32 AM
- Jones|Carter
 - Participant since : Nov 20 2019 9:31:52 AM
- Halff Associates
 - Participant since : Nov 20 2019 9:30:54 AM
- Concept Development & Planning, LLC

- Participant since : Nov 20 2019 9:22:15 AM
- Cobb, Fendley & Associates, Inc.
 - Participant since : Nov 20 2019 8:04:28 AM
- PGAL
 - Participant since : Nov 20 2019 8:02:55 AM
- Dannenbaum Engineering Company - Austin, LLC
 - Participant since : Nov 20 2019 8:00:35 AM
- Doucet & Associates, Inc.
 - Participant since : Nov 19 2019 5:36:22 PM
- Binkley & Barfield, Inc.
 - Participant since : Nov 19 2019 4:51:12 PM
- Alliance Transportation Group Inc.
 - Participant since : Nov 19 2019 3:41:59 PM
- HNTB Corporation
 - Participant since : Nov 19 2019 2:41:04 PM
- **Offer phase** (Number of offers in phase: 2)
 - HNTB Corporation (HNTB Corporation) Time and date of submitting: Dec 6 2019 2:52:19 PM
 - Hejl, Lee & Associates, Inc (Hejl, Lee & Associates, Inc) Time and date of submitting: Dec 5 2019 5:26:32 PM
- **Evaluation** (Number of offers in phase: 2)
 - HNTB Corporation (HNTB Corporation)
 - Hejl, Lee & Associates, Inc (Hejl, Lee & Associates, Inc)
- **Awarding** (Number of offers in phase: 1)
 - HNTB Corporation (HNTB Corporation)

Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	Nov 6 2019 7:59 AM	—	Blake Skiles
Preparation	Phase	Nov 6 2019 7:59 AM	Nov 19 2019 10:30 AM	
Offer phase	Phase	Nov 19 2019 10:30 AM	Dec 9 2019 3:00 PM	
Q&A Deadline	Date	Nov 29 2019 3:00 PM	—	
Evaluation	Phase	Dec 9 2019 3:00 PM	Jan 1 2020 3:00 PM	
Award phase	Date	Jan 1 2020 3:00 PM	—	

Results

- **Offer phase** (Nov 19 2019 - Dec 9 2019)

Result		Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
Rank	Name								
1	HNTB Corporation	–	–	1	–	–	—	87%	Yes
2	Hejl, Lee & Associates, Inc	–	–	1	–	–	—	36%	Yes

- **Evaluation**

Result		Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
Rank	Name								
1	HNTB Corporation	–	–	1	–	–	—	87%	Yes
2	Hejl, Lee & Associates, Inc	–	–	1	–	–	—	36%	No

- **Awarding**

Result		Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score
Rank	Name							
1	HNTB Corporation	–	–	1	–	–	—	87%

Contracts

There are no contracts added

Comments

No comments

Solicitation summary (2449)

Details

Reference number:

Procedure: Sealed without Preselection

Description:

SOLICITATION NOTICE:

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PROJECT DESCRIPTION:

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PARTICIPATION:

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Awarded supplier(s)

- HNTB Corporation (HNTB Corporation)

Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 38)
 - WSP USA
 - Participant since : Dec 6 2019 12:24:06 PM
 - Pavetex Engineering, LLC
 - Participant since : Dec 5 2019 10:15:58 AM
 - Hejl, Lee & Associates, Inc

- Participant since : Dec 4 2019 3:35:49 PM
- Waeltz & Prete
 - Participant since : Dec 3 2019 12:07:35 PM
 - Removed on : Dec 3 2019 12:06:10 PM
- Miller Gray
 - Participant since : Dec 3 2019 11:31:11 AM
- Garver
 - Participant since : Nov 21 2019 12:22:44 PM
 - Removed on : Dec 3 2019 9:05:10 AM
- LNV Inc.
 - Participant since : Dec 2 2019 3:45:20 PM
- RS&H
 - Participant since : Dec 2 2019 11:00:18 AM
- Michael Baker International
 - Participant since : Nov 27 2019 12:30:28 PM
- M&S Engineering
 - Participant since : Nov 27 2019 9:06:39 AM
- KCI Technologies, INC
 - Participant since : Nov 27 2019 8:57:37 AM
- Martinez Moore Engineers
 - Participant since : Nov 27 2019 8:23:36 AM
- HDR ENGINEERING, INC.
 - Participant since : Nov 22 2019 5:34:04 PM
- Atkins North America, Inc.
 - Participant since : Nov 20 2019 10:01:19 AM
 - Removed on : Nov 22 2019 10:34:45 AM
- Seiler Lankes Group, LLC
 - Participant since : Nov 22 2019 8:52:35 AM
- Scheibe Consulting, LLC
 - Participant since : Nov 21 2019 11:32:00 PM
- American Structurepoint, Inc.
 - Participant since : Nov 21 2019 5:14:32 AM
 - Removed on : Nov 21 2019 4:35:03 PM
- K Friese + Associates
 - Participant since : Nov 21 2019 1:43:52 PM
- Dannenbaum Engineering Company - Austin, LLC
 - Participant since : Nov 21 2019 8:13:43 AM
- WSB
 - Participant since : Nov 20 2019 5:54:34 PM
- Wantman Group, Inc.
 - Participant since : Nov 20 2019 4:12:25 PM
- Poznecki-Camarillo, Inc.
 - Participant since : Nov 20 2019 2:27:10 PM
- LJA Engineering, Inc.
 - Participant since : Nov 20 2019 12:57:10 PM
 - Removed on : Nov 20 2019 1:12:47 PM
- RPS Infrastructure, Inc.
 - Participant since : Nov 20 2019 1:02:02 PM

- Freese and Nichols, Inc.
 - Participant since : Nov 20 2019 12:50:14 PM
- Jones|Carter
 - Participant since : Nov 20 2019 11:26:15 AM
- CLGann, LLC
 - Participant since : Nov 20 2019 11:04:30 AM
- GBA
 - Participant since : Nov 20 2019 10:42:32 AM
- Halff Associates
 - Participant since : Nov 20 2019 10:09:29 AM
- CONSOR Engineers, LLC
 - Participant since : Nov 20 2019 9:55:38 AM
- Huitt-Zollars
 - Participant since : Nov 20 2019 9:54:55 AM
- Kimley-Horn and Associates, Inc.
 - Participant since : Nov 20 2019 9:32:45 AM
- Concept Development & Planning, LLC
 - Participant since : Nov 20 2019 9:28:24 AM
- Cobb, Fendley & Associates, Inc.
 - Participant since : Nov 20 2019 8:12:34 AM
- Doucet & Associates, Inc.
 - Participant since : Nov 19 2019 5:33:51 PM
- Binkley & Barfield, Inc.
 - Participant since : Nov 19 2019 4:51:59 PM
- Alliance Transportation Group Inc.
 - Participant since : Nov 19 2019 3:38:00 PM
- HNTB Corporation
 - Participant since : Nov 19 2019 1:31:35 PM
- **Offer phase** (Number of offers in phase: 2)
 - HNTB Corporation (HNTB Corporation) Time and date of submitting: Dec 6 2019 2:47:19 PM
 - Hejl, Lee & Associates, Inc (Hejl, Lee & Associates, Inc) Time and date of submitting: Dec 5 2019 5:47:51 PM
- **Evaluation** (Number of offers in phase: 2)
 - HNTB Corporation (HNTB Corporation)
 - Hejl, Lee & Associates, Inc (Hejl, Lee & Associates, Inc)
- **Awarding** (Number of offers in phase: 1)
 - HNTB Corporation (HNTB Corporation)

Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	Nov 6 2019 8:20 AM	—	Blake Skiles
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Q&A Deadline	Date	Nov 29 2019 3:00 PM	—	
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Results

- **Offer phase** (Nov 19 2019 - Dec 9 2019)

Result		Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
Rank	Name								
1	HNTB Corporation	–	–	1	–	–	—	87%	Yes
2	Hejl, Lee & Associates, Inc	–	–	1	–	–	—	36%	Yes

- **Evaluation**

Result		Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
Rank	Name								
1	HNTB Corporation	–	–	1	–	–	—	87%	Yes
2	Hejl, Lee & Associates, Inc	–	–	1	–	–	—	36%	No

- **Awarding**

Result		Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score
Rank	Name							
1	HNTB Corporation	–	–	1	–	–	—	87%

Contracts

There are no contracts added

Comments

No comments

AGREEMENT FOR ENGINEERING SERVICES

(General Engineering Consultant (GEC) – Construction Management/Inspection Services)

THIS AGREEMENT FOR ENGINEERING SERVICES ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and HNTB Corporation ("Engineer"), whose offices are located at 701 Brazos Street, Suite 450, Austin, TX 78701, and such Agreement is for the purposes set forth herein below.

RECITALS:

WHEREAS, County intends to construct various road and drainage projects as a part of the 2019 Road Bond Program (the "Project"); and,

WHEREAS, County requires certain Road Bond Program General Engineering Consultant (GEC) - Construction Management/Inspection Services for the 2019 Road Bond Program road and drainage projects in connection with the Project; and,

WHEREAS, Engineer is prepared to provide the above-mentioned services.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be the date of the last party's execution hereinbelow. Engineer is expected to complete the Services described herein in accordance with each Annual Fiscal Year Work Authorization described herein below. If Engineer does not perform the Services in accordance with each applicable Annual Fiscal Year Work Authorization, then County shall have the right to terminate this Agreement as set out below. So long as the County elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with each applicable Annual Fiscal Year Work Authorization.

ARTICLE 2 - ANNUAL FISCAL YEAR WORK AUTHORIZATIONS

County will prepare and issue Annual Fiscal Year Work Authorizations to authorize Engineer to perform one or more tasks of the Services during a particular County fiscal year. Each Annual Fiscal Year Work Authorization shall describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Annual Fiscal Year Work Authorizations shall be in the general form shown in attached **Exhibit A**. Annual Fiscal Year Work Authorizations are binding only after acceptance and execution by duly authorized representatives of both parties. Each Annual Fiscal Year Work Authorization shall govern the parties' rights and obligations with respect to each assignment, but all within the

framework of this Agreement. The amount payable for an Annual Fiscal Year Work Authorization shall be supported by the estimated cost of the Services as described in the Annual Fiscal Year Work Authorization. The Annual Fiscal Year Work Authorization will not waive Engineer's responsibilities and obligations established in this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

The Scope of Services that Engineer shall provide under this Agreement is set forth in the attached **Exhibit B** (the "Services"). During the term of this Agreement, the Services to be provided for each particular assignment during a particular County fiscal year shall be specifically described in Section A (Scope of Services) of each Annual Fiscal Year Work Authorization.

ARTICLE 4 - SCHEDULE

Engineer shall exercise its reasonable efforts to perform the Services of an applicable Annual Fiscal Year Work Authorization within the time frame set forth in Section B (Schedule) of each Annual Fiscal Year Work Authorization; provided, however, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Services within the agreed work schedule set out in the applicable Annual Fiscal Year Work Authorization may constitute a material breach of this Agreement. Engineer shall notify County in writing as soon as possible if it determines, or reasonably anticipates, that the Services will not be completed in accordance with an applicable Annual Fiscal Year Work Authorization. Engineer shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform, County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies. However, Engineer shall not be liable for damage that is caused to County due to no fault of Engineer and time for Engineer's performance may be extended by County.

ARTICLE 5 - COMPENSATION; EXPENSES AND PAYMENT

A. County shall pay and Engineer agrees to accept compensation for the Services performed and to be performed under this Agreement based on the Rate Schedule set forth in the attached **Exhibit C**. Section C (Compensation) of each Annual Fiscal Year Work Authorization shall set forth the compensation to be paid to Engineer for the applicable county Fiscal Year.

B. Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the Services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. An invoice requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

C. Engineer shall prepare and submit to the Williamson County Auditor, in care of County's Designated Representative, not more frequently than once per month, a progress report. Such progress report shall state the percentage of completion of Services accomplished for an applicable Annual Fiscal Year Work Authorization during that billing period and to date. This

submittal shall also include a progress assessment report in a form acceptable to County. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County in a form acceptable to the County Auditor. All invoices submitted to Williamson County Auditor must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Services performed pursuant to this Agreement, a separate invoice or itemization of the Additional Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Services actually provided and performed. Upon timely receipt and approval of each invoice, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to withhold payment pending verification of satisfactory Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Annual Fiscal Year Work Authorization were completed. The certified statements shall show the total amount billed to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from its negligence.

D. County's 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 Williamson County Auditor receives the applicable goods under an Annual Fiscal Year Work Authorization; (2) the date the performance of the invoiced services under an Annual Fiscal Year Work Authorization 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 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 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 an error appears in an invoice submitted by Engineer, the Williamson County Auditor shall notify Engineer of the error not later than the twenty first (21st) day after the date the Williamson County Auditor receives the invoice. If the error is resolved in favor of Engineer, Engineer shall be entitled to receive interest on the unpaid balance of the invoice submitted by Engineer beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Engineer shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

ARTICLE 6 - COUNTY'S RESPONSIBILITIES

A. County shall be responsible for all matters described in Section D (County's Responsibilities) of each Annual Fiscal Year Work Authorization. In addition, County shall perform and provide the following in a timely manner so as not to delay the Services of Engineer:

- (1) Place at Engineer's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably

required by Engineer to perform its Services.

- (2) Give prompt written notice to Engineer whenever County becomes aware of any development that affects the scope or timing of Engineer's Services, or any defect in the Services of Engineer.
- (3) Advise Engineer of the identity and scope of services of any independent consultants retained by County to provide services in regard to the Project.

B. County hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by County to Engineer. If County does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to Engineer, County shall obtain a license or right to use, including the right to sublicense to Engineer. County hereby grants Engineer the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. County represents that Engineer's use of such documents will not infringe upon any third parties' rights and County will indemnify and protect Engineer from any infringement claims arising from Engineer's use of any plans, documents or other materials provided to Engineer in the performance of its Services hereunder.

ARTICLE 7 - STANDARD OF CARE

The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

A. EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, ENGINEER HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST ANY AND ALL EXPENSES AND LIABILITIES TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ENGINEER IN OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

FOR MATTERS OTHER THAN THOSE ARISING FROM PERFORMANCE OF OR FAILURE TO PERFORM PROFESSIONAL SERVICES, ENGINEER EXPRESSLY AGREES, TO THE EXTENT CAUSED BY ITS, OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER, NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS SERVICES AND ANY DIRECT DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE COUNTY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES FROM SUCH NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ENGINEER, ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER. SUCH COSTS ARE TO INCLUDE WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS INDEMNITY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO ENGINEER'S EMPLOYEES AND ANY PERSON DIRECTLY EMPLOYED BY ENGINEER (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT).

FOR MATTERS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT, ENGINEER WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL JUDGMENTS, LOSSES, DAMAGES, COSTS AND EXPENSES TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE ADMINISTRATION OF THE AGREEMENT BY ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND LEGAL FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM, ENTITY OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER ARE ADJUDICATED AT FAULT.

B. To the fullest extent permitted by law, neither party shall be liable to the other party for any consequential damages resulting in any way from the performance of this Agreement.

C. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 – INSURANCE

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term, while this Agreement is in effect, the following insurance:

1. Workers' Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a minimum limit for Bodily Injury and Property Damage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it, and Engineer and its insurer(s) waive their rights of subrogation against County on A. (1), (2) and (3) above.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in Engineer's insurance under A. (2) and (4) above must be declared and approved in writing by County in advance. Any deductibles or self-insured retentions over \$250,000 in Engineer's Workers' Compensation coverage and any deductibles or self-insured retentions over \$100,000 in Engineer's Business Automobile Liability Insurance coverage must be declared and approved in writing by the County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of insurance issued by the insurer or an authorized representative of the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by Engineer, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Agreement

and/or Exhibits which absolutely requires arbitration of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, as applicable, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor
c/o: Pam Navarrette
710 Main Street, Suite 301
Georgetown, Texas 78626

2. The commercial general liability and business automobile liability policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit E** herein entitled "Certificates of Insurance."

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

A. Engineer shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to County or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Engineer in an Annual Fiscal Year Work Authorization.

B. In the event the County requests Engineer to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to Engineer for review at least 15 days prior to the requested date of execution. Engineer shall not be required to execute any certificates or documents that in any way would, in Engineer's sole judgment, (a) increase Engineer's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in Engineer having to certify, guarantee or warrant the existence of conditions whose existence Engineer cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 12 – REUSE AND OWNERSHIP OF DOCUMENTS

All documents, including but not limited to drawings, specifications, tracings, drawings, estimates, specifications, investigations, studies, other documents, completed or partially completed and data or programs stored electronically, (hereinafter referred to as "Engineer's Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. Engineer's Work Products shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in Engineer's Work Products developed under this Agreement. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Agreement, Engineer grants to County permission to reproduce Engineer's Work Products for purposes of the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Agreement. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Agreement. If and upon the date Engineer is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, County

shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of Engineer's Work Products appropriate to and for use in their execution of the Work. Submission or distribution of Engineer's Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of Engineer's Work Products shall be at County's sole risk and without liability to Engineer and its engineers.

Prior to Engineer providing to County any Engineer's Work Products in electronic form or County providing to Engineer any electronic data for incorporation into Engineer's Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineer's Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by Engineer for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to Engineer's Work Products by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 13 - NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

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

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit F**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 14 - VIOLATION OF AGREEMENT TERMS/BREACH; TERMINATION AND SUSPENSION

A. Violation of Agreement Terms/Breach. Violation of the terms of this Agreement or breach of contract by Engineer shall be grounds for termination of this Agreement, and any increased costs arising from Engineer's default, breach of contract, or violation of this Agreement's terms shall be paid by Engineer.

B. Termination. This Agreement may be terminated as set forth below:

1. By mutual agreement and consent, in writing, of both parties.
2. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
5. By satisfactory completion of all Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Services at termination will be based on a percentage of the Services completed at that time. Should County terminate this Agreement under Subsection (4) immediately above, then the amount charged during the thirty-day (30) notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Services to the date of default, the amount of Services required which was satisfactorily completed to date of default, the value of the Services which are usable to County, the cost to County of employing another firm to complete the Services required and the time required to do so, and other factors which affect the value to County of the Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of Engineer to fulfill its contractual obligations, then County may take over the Project and prosecute the Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Services under this Agreement.

C. Suspension. County may suspend performance of this Agreement for County's convenience upon written notice to Engineer. Engineer shall suspend performance of the Services on a schedule acceptable to County, and County shall pay Engineer for all the Services performed plus suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

D. The provisions of this Article shall also apply to each individual Annual Fiscal Year Work Authorization, separate and apart from any other Annual Fiscal Year Work Authorizations, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 15 - DELAY IN PERFORMANCE

A. Neither County nor Engineer shall be considered in default of this Agreement or any Annual Fiscal Year Work Authorization for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either County or Engineer under this Agreement or any Annual Fiscal Year Work Authorization. Engineer shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

B. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - PROJECT TEAM

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

Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County Department of Infrastructure
3151 S. E. Inner Loop,
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to execute, modify, amend or terminate this Agreement, an executed Annual Fiscal Year Work Authorization, an executed Supplemental Annual Fiscal Year Work Authorization or executed amendment to this Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Agreement is as follows:

Michelle Dippel
Vice President
HNTB Corporation
701 Brazos Street, Suite 450
Austin, TX 78701

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

ARTICLE 17 - NOTICES

A. Any notice required by this Agreement shall be made in writing to the address specified below:

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

With copy to: Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County Department of Infrastructure
3151 S. E. Inner Loop,
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

and to: County Auditor
Williamson County
710 Main Street, Suite 301
Georgetown, Texas 78626

Engineer: HNTB Corporation
Attn: Michelle Dippel
701 Brazos Street, Suite 450
Austin, TX 78701

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of County and Engineer.

ARTICLE 18 - DISPUTES

A. In the event of a dispute between County and Engineer arising out of or related to this Agreement, or any Annual Fiscal Year Work Authorization, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

B. If the parties' senior officers are unable to resolve the dispute within thirty (30) days following the date in which the senior officers meet, and if a party wishes to pursue the claim subject of the dispute, such claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction. This provision shall survive the termination of the Agreement.

C. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY

A. During the performance of this Agreement and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations. Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. Engineer, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Engineer for work to be performed under a subcontract, including procurements of materials or leases of

equipment, each potential subcontractor/subconsultant or supplier shall be notified by Engineer of Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Engineer's noncompliance with the nondiscrimination provisions of this Agreement, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- a. withholding of payments to Engineer under the contract until Engineer complies, and/or;
- b. cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions. Engineer shall include the provisions of Subsections (1) through (6) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, Engineer may request the United States to enter into such litigation to protect the interests of the United States.

B. Engineer hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. Engineer affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is Engineer's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

C. Engineer further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 20 - CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), any fully executed Annual Fiscal Year Work Authorizations; any fully executed Supplemental Annual Fiscal Year Work Authorizations and all fully executed amendments of this Agreement (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

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

1. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
2. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
3. National Environmental Policy Act (NEPA)
4. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
5. Americans with Disabilities Act (ADA) Regulations
6. U.S. Army Corps Regulations
7. International Building Code, current edition as updated
8. Williamson County Design Criteria & Project Development Manual, latest edition
9. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
10. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 21 - GENERAL PROVISIONS

A. Waiver. A waiver by either County or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

B. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Annual Fiscal Year Work Authorization. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

C. Successors and Assigns. County and Engineer each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in

respect to all provisions of this Agreement.

D. Assignment. Neither County nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, Engineer may assign its rights to payment without County's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

E. No Third-Party Rights. The Services provided for in this Agreement are for the sole use and benefit of County and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and Engineer.

F. Venue and Governing Law. This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

G. Accounting Records. Engineer agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing the Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

H. Personnel, Equipment and Material. Engineer shall furnish and maintain, at its own expense, quarters for Engineer personnel use in the performance of all Services, and adequate and sufficient personnel and equipment to perform the Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Agreement or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

I. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

J. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

K. Independent Contractor Relationship. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

L. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

M. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

N. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any amendment of this Agreement and the terms and conditions set forth in any Exhibit, Appendix, Annual Fiscal Year Work Authorization or Supplemental Annual Fiscal Year Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any amendment of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Annual Fiscal Year Work Authorization or Supplemental Annual Fiscal Year Work Authorization to this Agreement.

O. Meaning of Day. For purposes of this Agreement, all references to a "day" or "days" shall mean a calendar day or calendar days.

ARTICLE 22 - PRIOR AGREEMENTS SUPERSEDED AND AMENDMENTS

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing. The terms set out in this Agreement may be modified by a

written fully executed amendment.

SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____, 20____

HNTB Corporation

By:  _____
DocuSigned by: DA5206102E25426...

Printed Name: Michelle Dippel

Title: Vice President

Date: December 12, 2019

Exhibit A - Sample Annual Fiscal Year Work Authorization

ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER _____

This Annual Fiscal Year Work Authorization is made as of this ____ day of _____, 20 __, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Construction Management/Inspection Services), dated _____, 20____ (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

[Insert a brief description of the Project elements to which the Annual Fiscal Year Work Authorization applies]

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

Section B. - Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 20____. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of \$_____, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

IN WITNESS WHEREOF, the County and Engineer have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas
(County)

HNTB Corporation
(Engineer)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____, 20____

Date: _____, 20____

EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed by the Consultant under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for the Williamson County Road Bond Program.

The Consultant will furnish materials required to perform the engineering services below.

Program Management

1. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
2. Meet with Commissioners and County staff monthly to identify priority projects.
3. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
5. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
6. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
7. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
8. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
9. Meet with Texas Department of Transportation (TxDOT) representatives quarterly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program for Williamson County and identify projects the County can facilitate and

expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for “partnering” projects.

10. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.
11. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
12. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of 2019 Road Bond projects. The team will also pursue all new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.
13. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.
14. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County road bond projects, as needed.
15. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road and drainage projects, including:
 - Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
 - Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program and maintained in P6 or Microsoft Project.
 - Maintain Bond Program Standard Procedures Manual.
 - Maintain Bond Program Standard Forms.
 - Maintain Bond Program Engineering Design Criteria.
 - Maintain Bond Program Plan Preparation Criteria.
 - Provide an annual update of the Standard Detail sheets.
 - Review existing Construction Specifications and revise, as necessary. Create new Construction Specifications and Provisions, as needed.
 - Review existing Williamson County Bid Package and Contract Documents and revise, as necessary.
16. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.

17. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.
18. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.
19. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.
20. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.
21. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the construction phase of road bond projects.
22. Prepare and issue project documentation throughout the duration of the project.
23. Continually identify and assess industry best practices that might be of value to the Road Bond Program.

Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.
2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.
3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
 - Provide UC consultant with project list, location maps, and implementation schedule.
 - Facilitate coordination between the UC consultant and design consultants.
 - Review reasonableness of utility conflict strip maps.
 - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
 - Review and process utility agreements submitted by the UC consultant.
 - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
 - Review and process utility invoices submitted by the UC consultant.
4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
 - Prepare draft scope of work for each road project.
 - Review final scope of work submitted for each road project.

- Review reasonableness of engineering fee estimate for each project.
 - Assist Client in negotiation of contracts with selected firms.
 - Conduct kick-off meeting with project firm/team.
 - Review QA/QC plans submitted by design firms for conformance with County requirements.
 - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
 - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
 - Review invoices, as requested.
 - Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
 - Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority (TTA), and Texas Commission on Environmental Quality (TCEQ), as required.
 - Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.
5. Manage and oversee the Environmental consultant activities, including:
 - Facilitate coordination between the Environmental consultant and design consultant.
 - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
 - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.
 6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.
 7. Manage and oversee survey firm activities, including:
 - Prepare or review survey scope of work for on-call or project specific work authorizations.
 - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
 - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
 - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.
 8. Provide constructability reviews for each project, including:
 - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.

- Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
 - Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
 - Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
 - Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
 - Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
 - Review reasonableness of engineering fee estimate for each project.
 - Provide value engineering services for projects outside of scope and budget, as necessary.
9. Provide bid phase services, including:
- Coordinate the preparation of the final bid documents.
 - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
 - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
 - Facilitate the pre-bid conference.
 - Prepare/distribute meeting minutes and sign-in sheet to attendees.
 - Assist County and design engineer with answering contractor questions during advertisement period.
 - Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
 - Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
 - Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
 - Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
 - Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
 - Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

1. Manage and oversee the construction of the projects, including:
 - Coordinate the preparation and execution of the construction contract documents.
 - Prepare and distribute Notice of Award to contractor.
 - Prepare and submit Notice of Intent to TCEQ and others, as required.
 - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.

- Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
- Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
- Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
- Prepare and distribute the Notice to Proceed to contractor.
- Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
- Review and evaluate contractor's construction schedule monthly.
- Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
- Receive and review/document subcontractor agreements.
- Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
- Attend weekly construction progress meetings.
- Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
- Photograph ongoing construction activities daily through construction of projects.
- Prepare monthly construction update presentation for the Court.
- Prepare and issue traffic control notifications to affected entities.
- Perform and document traffic control inspections.
- Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
- Receive and review QC test results for compliance with the specifications.
- Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the Disadvantaged Business Enterprise (DBE) program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed change orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.

- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
 - Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
 - Coordinate with bond holders as necessary in the event of default by the prime contractor.
 - Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
 - Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.
2. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.
 3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.
 4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.
 5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.
 6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.
 7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.
 8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.
 9. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments on behalf of the Road Bond Team to facilitate construction of the Road Bond projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.
 10. Provide support to the County as requested in the event of a third-party claim.

11. Manage and oversee construction project close-out and warranty period, including:

- Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
- Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
- Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
- Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
- Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
- Review and approve final pay application and retainage release.
- Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
- Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
- Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
- Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

EXHIBIT C

RATE SCHEDULE

Classification	2019 Billing Rate	Premium OT Billing Rate
Principal	\$ 360	
Sr. Financial Advisor	\$ 340	
Sr. Project Advisor	\$ 325	
Project Advisor	\$ 284	
Sr. Project Manager	\$ 274	
Project Manager	\$ 222	
Deputy Project Manager	\$ 200	
Sr. Engineer	\$ 200	
Project Engineer	\$ 170	
Design Engineer	\$ 134	
EIT	\$ 110	
Sr. CADD Technician	\$ 160	
CADD Technician	\$ 80	
Principal Planner	\$ 248	
Sr. Environmental Specialist	\$ 245	
Environmental Specialist	\$ 198	
Sr. Environmental Planner	\$ 155	
Environmental Planner	\$ 115	
Sr. GIS Analyst	\$ 174	
GIS Analyst	\$ 120	
Sr. Public Involvement Representative	\$ 117	
Public Involvement Representative	\$ 100	
Sr. Urban Planner	\$ 196	
Urban Planner	\$ 112	
Sr. ROW Agent	\$ 188	
ROW Agent	\$ 144	
Sr. Construction Manager	\$ 188	
Construction Manager	\$ 165	
Sr. Construction Representative	\$ 155	\$182
Construction Representative III	\$ 135	\$158
Construction Representative II	\$ 125	\$147
Construction Representative	\$ 90	\$106
Sr. Developer	\$ 172	
Developer II	\$ 150	
Developer	\$ 112	
Sr. Business Manager	\$ 198	
Business Manager	\$ 150	
Sr. Project Analyst	\$ 140	
Project Analyst	\$ 96	
Quality Manager	\$ 160	
Sr. Project Controls	\$ 144	
Project Controls	\$ 90	
Sr. Scheduler	\$ 200	

Scheduler	\$ 158
Administrative Assistant	\$ 76
Intern	\$ 75

Vehicle Leases will be reimbursed at a rate of \$52.00/day.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Agreement and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D

Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel

costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2).

However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased

10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Exhibit E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Exhibit F

DEBARMENT CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that HNTB Corporation and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

HNTB Corporation

DocuSigned by:

Michelle Dippel

DA5206102E25426...
Signature of Certifying Official

Michelle Dippel

Printed Name of Certifying Official

Vice President

Title of Certifying Official

December 12, 2019

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____
_____ the _____ of _____, on
behalf of said firm.

Notary Public in and for the
State of Texas

My commission expires: _____

ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 01

This Annual Fiscal Year Work Authorization is made as of this 1st day of January 2020, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Road Bond Project Management, Design Management, and Construction Management), dated December 17, 2019 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

Provide engineering management services required to initiate and monitor production of contract documents and construction for the projects in the Williamson County FY 2019 Road Bond Program.

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B.

Section B. - Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2020. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

January 1, 2020 – September 30, 2020

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of \$ 5,751,615.00, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

See Attached Exhibit A

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas
(County)

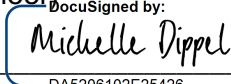
By: _____

Name: _____

Title: _____

Date: _____, 20____

HNTB Corporation
(Engineer)

By:  _____
DocuSigned by: DA5206102E25426...

Name: Michelle Dippel

Title: Vice President

Date: December 12, 2019

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED
BY COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items for the Williamson County Road Bond Program road and drainage projects.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed by the Consultant under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for the Williamson County Road Bond Program.

The Consultant will furnish materials required to perform the engineering services below.

Program Management

1. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
2. Meet with Commissioners and County staff monthly to identify priority projects.
3. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
5. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
6. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
7. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
8. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
9. Meet with Texas Department of Transportation (TxDOT) representatives quarterly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program

for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for “partnering” projects.

10. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.
11. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
12. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of 2019 Road Bond projects. The team will also pursue all new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.
13. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.
14. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County road bond projects, as needed.
15. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road and drainage projects, including:
 - Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
 - Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program and maintained in P6 or Microsoft Project.
 - Maintain Bond Program Standard Procedures Manual.
 - Maintain Bond Program Standard Forms.
 - Maintain Bond Program Engineering Design Criteria.
 - Maintain Bond Program Plan Preparation Criteria.
 - Provide an annual update of the Standard Detail sheets.
 - Review existing Construction Specifications and revise, as necessary. Create new Construction Specifications and Provisions, as needed.
 - Review existing Williamson County Bid Package and Contract Documents and revise, as necessary.
16. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.

17. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.
18. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.
19. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.
20. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.
21. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the construction phase of road bond projects.
22. Prepare and issue project documentation throughout the duration of the project.
23. Continually identify and assess industry best practices that might be of value to the Road Bond Program.

Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.
2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.
3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
 - Provide UC consultant with project list, location maps, and implementation schedule.
 - Facilitate coordination between the UC consultant and design consultants.
 - Review reasonableness of utility conflict strip maps.
 - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
 - Review and process utility agreements submitted by the UC consultant.
 - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
 - Review and process utility invoices submitted by the UC consultant.
4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
 - Prepare draft scope of work for each road project.
 - Review final scope of work submitted for each road project.

- Review reasonableness of engineering fee estimate for each project.
 - Assist Client in negotiation of contracts with selected firms.
 - Conduct kick-off meeting with project firm/team.
 - Review QA/QC plans submitted by design firms for conformance with County requirements.
 - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
 - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
 - Review invoices, as requested.
 - Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
 - Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority (TTA), and Texas Commission on Environmental Quality (TCEQ), as required.
 - Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.
5. Manage and oversee the Environmental consultant activities, including:
- Facilitate coordination between the Environmental consultant and design consultant.
 - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
 - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.
6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.
7. Manage and oversee survey firm activities, including:
- Prepare or review survey scope of work for on-call or project specific work authorizations.
 - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
 - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
 - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.
8. Provide constructability reviews for each project, including:
- Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
 - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.

- Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
 - Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
 - Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
 - Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
 - Review reasonableness of engineering fee estimate for each project.
 - Provide value engineering services for projects outside of scope and budget, as necessary.
9. Provide bid phase services, including:
- Coordinate the preparation of the final bid documents.
 - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
 - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
 - Facilitate the pre-bid conference.
 - Prepare/distribute meeting minutes and sign-in sheet to attendees.
 - Assist County and design engineer with answering contractor questions during advertisement period.
 - Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
 - Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
 - Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
 - Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
 - Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
 - Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

1. Manage and oversee the construction of the projects, including:
- Coordinate the preparation and execution of the construction contract documents.
 - Prepare and distribute Notice of Award to contractor.
 - Prepare and submit Notice of Intent to TCEQ and others, as required.
 - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
 - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.

- Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
- Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
- Prepare and distribute the Notice to Proceed to contractor.
- Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
- Review and evaluate contractor's construction schedule monthly.
- Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
- Receive and review/document subcontractor agreements.
- Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
- Attend weekly construction progress meetings.
- Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
- Photograph ongoing construction activities daily through construction of projects.
- Prepare monthly construction update presentation for the Court.
- Prepare and issue traffic control notifications to affected entities.
- Perform and document traffic control inspections.
- Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
- Receive and review QC test results for compliance with the specifications.
- Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract

- time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
 - Coordinate with bond holders as necessary in the event of default by the prime contractor.
 - Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
 - Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.
2. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.
 3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.
 4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.
 5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.
 6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.
 7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.
 8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.
 9. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments on behalf of the Road Bond Team to facilitate construction of the Road Bond projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.
 10. Provide support to the County as requested in the event of a third-party claim.
 11. Manage and oversee construction project close-out and warranty period, including:
 - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.

- Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
- Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
- Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
- Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
- Review and approve final pay application and retainage release.
- Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
- Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
- Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
- Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

	Principal	Sr. Project Advisor	Project Advisor	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Environmental Specialist	Environmental Planner	GIS Analyst	Sr. Public Involvement Representative	Sr. Urban Planner	Urban Planner	ROW Agent	Sr. Construction Manager	Construction Manager
January 1, 2020 - September 30, 2020	795	257	205	4,380	3,317	1,482	1,568	344	215	43	172	86	86	86	23	1,406	1,482
WORK AUTHORIZATION TOTALS	795	257	205	4,380	3,317	1,482	1,568	344	215	43	172	86	86	86	23	1,406	1,482
BILLING RATES	\$ 360	\$ 325	\$ 284	\$ 274	\$ 222	\$ 200	\$ 200	\$ 170	\$ 198	\$ 115	\$ 120	\$ 117	\$ 196	\$ 112	\$ 144	\$ 188	\$ 165
TOTAL HNTB LABOR	\$ 286,200	\$ 83,525	\$ 58,220	\$ 1,200,120	\$ 736,374	\$ 296,400	\$ 313,600	\$ 58,480	\$ 42,570	\$ 4,945	\$ 20,640	\$ 10,062	\$ 16,856	\$ 9,632	\$ 3,312	\$ 264,328	\$ 244,530
HNTB Fee January 1, 2020 - September 30, 2020 SUBTOTAL																	
Prime Strategies Fee January 1, 2020 - September 30, 2020 SUBTOTAL																	
JOB TOTALS																	

EXHIBIT D
FEE SCHEDULE

	Sr. Construction Representative	Construction Representative III	Construction Representative II	Sr. Developer	Developer II	Developer	Sr. Business Manager	Sr. Project Analyst	Quality Manager	Sr. Project Controls	Project Controls	Scheduler	Intern	TOTALS
January 1, 2020 - September 30, 2020	3,327	3,007	1,482	86	86	86	23	281	86	1,482	2,983	43	684	29,603
WORK AUTHORIZATION TOTALS	3,327	3,007	1,482	86	86	86	23	281	86	1,482	2,983	43	684	29,603
BILLING RATES	\$ 155	\$ 135	\$ 125	\$ 172	\$ 150	\$ 112	\$ 198	\$ 140	\$ 160	\$ 144	\$ 90	\$ 158	\$ 75	
TOTAL HNTB LABOR	\$ 515,685	\$ 405,945	\$ 185,250	\$ 14,792	\$ 12,900	\$ 9,632	\$ 4,554	\$ 39,340	\$ 13,760	\$ 213,408	\$ 268,470	\$ 6,794	\$ 51,300	\$ 5,391,624

	Total Hours	Expenses		Labor	Subconsultant Fees	TOTAL FEE
		Print/Repro	Travel			
HNTB Fee January 1, 2020 - September 30, 2020 SUBTOTAL	29,603 29,603	\$ 10,000	\$ 50,000	\$ 5,391,624		\$ 5,451,624 \$ 5,451,624
Prime Strategies Fee January 1, 2020 - September 30, 2020 SUBTOTAL	1,521 1,521	\$ 375	\$ 1,200		\$ 298,416	\$ 299,991 \$ 299,991
JOB TOTALS	31,124	\$ 10,375	\$ 51,200	\$ 5,391,624	\$ 298,416.00	\$ 5,751,615

AGREEMENT FOR ENGINEERING SERVICES
(General Engineering Consultant (GEC) –
Construction Management/Inspection Services for
Williamson County Road and Bridge Department Projects)

THIS AGREEMENT FOR ENGINEERING SERVICES ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and HNTB Corporation ("Engineer"), whose offices are located at 701 Brazos Street, Suite 450, Austin, TX 78701, and such Agreement is for the purposes set forth herein below.

RECITALS:

WHEREAS, the Williamson Road and Bridge Department intends to construct various road and drainage projects (the "Project"); and,

WHEREAS, from time to time, County may require certain General Engineering Consultant (GEC) - Construction Management/Inspection Services for various road and drainage projects in connection with the Project; and,

WHEREAS, Engineer is prepared to provide the above-mentioned services.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be the date of the last party's execution hereinbelow. Engineer is expected to complete the Services described herein in accordance with each Work Authorization described herein below. If Engineer does not perform the Services in accordance with each applicable Work Authorization, then County shall have the right to terminate this Agreement as set out below. So long as the County elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with each applicable Work Authorization; provided, however, the maximum overall term of this Agreement shall not exceed five (5) years following the effective date of this Agreement.

ARTICLE 2 - WORK AUTHORIZATIONS

County will prepare and issue Work Authorizations to authorize Engineer to perform one or more tasks of the Services during a particular County fiscal year. Each Work Authorization shall describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Work Authorizations shall be in the general form shown in attached **Exhibit A**. Work Authorizations are binding only after acceptance and execution by duly authorized representatives of both parties. Each Work Authorization shall govern the parties' rights and obligations with respect to each assignment,

but all within the framework of this Agreement. The amount payable for a Work Authorization shall be supported by the estimated cost of the Services as described in the Work Authorization. The Work Authorization will not waive Engineer's responsibilities and obligations established in this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

The Scope of Services that Engineer shall provide under this Agreement is set forth in the attached **Exhibit B** (the "Services"). During the term of this Agreement, the Services to be provided for each particular assignment shall be specifically described in Section A (Scope of Services) of each Work Authorization.

ARTICLE 4 - SCHEDULE

Engineer shall exercise its reasonable efforts to perform the Services of an applicable Work Authorization within the time frame set forth in Section B (Schedule) of each Work Authorization; provided, however, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Services within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Agreement. Engineer shall notify County in writing as soon as possible if it determines, or reasonably anticipates, that the Services will not be completed in accordance with an applicable Work Authorization. Engineer shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform, County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies. However, Engineer shall not be liable for damage that is caused to County due to no fault of Engineer and time for Engineer's performance may be extended by County.

ARTICLE 5 - COMPENSATION; EXPENSES AND PAYMENT

A. County shall pay and Engineer agrees to accept compensation for the Services performed and to be performed under this Agreement based on the Rate Schedule set forth in the attached **Exhibit C**. Section C (Compensation) of each Work Authorization shall set forth the compensation to be paid to Engineer for the Services to be provided thereunder.

B. Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the Services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. An invoice requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

C. Engineer shall prepare and submit to the Williamson County Auditor, in care of County's Designated Representative, not more frequently than once per month, a progress report. Such progress report shall state the percentage of completion of Services accomplished for an applicable Work Authorization during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to County. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a

certified invoice to the County in a form acceptable to the County Auditor. All invoices submitted to Williamson County Auditor must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Services performed pursuant to this Agreement, a separate invoice or itemization of the Additional Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Services actually provided and performed. Upon timely receipt and approval of each invoice, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to withhold payment pending verification of satisfactory Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization were completed. The certified statements shall show the total amount billed to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from its negligence.

D. County's 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 Williamson County Auditor receives the applicable goods under an Work Authorization; (2) the date the performance of the invoiced services under an Work Authorization 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 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 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 an error appears in an invoice submitted by Engineer, the Williamson County Auditor shall notify Engineer of the error not later than the twenty first (21st) day after the date the Williamson County Auditor receives the invoice. If the error is resolved in favor of Engineer, Engineer shall be entitled to receive interest on the unpaid balance of the invoice submitted by Engineer beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Engineer shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

ARTICLE 6 - COUNTY'S RESPONSIBILITIES

A. County shall be responsible for all matters described in Section D (County's Responsibilities) of each Work Authorization. In addition, County shall perform and provide the following in a timely manner so as not to delay the Services of Engineer:

- (1) Place at Engineer's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by Engineer to perform its Services.
- (2) Give prompt written notice to Engineer whenever County becomes aware of any development that affects the scope or timing of Engineer's Services, or any defect in

the Services of Engineer.

- (3) Advise Engineer of the identity and scope of services of any independent consultants retained by County to provide services in regard to the Project.

B. County hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by County to Engineer. If County does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to Engineer, County shall obtain a license or right to use, including the right to sublicense to Engineer. County hereby grants Engineer the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. County represents that Engineer's use of such documents will not infringe upon any third parties' rights and County will indemnify and protect Engineer from any infringement claims arising from Engineer's use of any plans, documents or other materials provided to Engineer in the performance of its Services hereunder.

ARTICLE 7 - STANDARD OF CARE

The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

A. EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, ENGINEER HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST ANY AND ALL EXPENSES AND LIABILITIES TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ENGINEER IN OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

FOR MATTERS OTHER THAN THOSE ARISING FROM PERFORMANCE OF OR FAILURE TO PERFORM PROFESSIONAL SERVICES, ENGINEER EXPRESSLY AGREES, TO THE EXTENT CAUSED BY ITS, OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER, NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS SERVICES AND ANY DIRECT DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE COUNTY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES FROM SUCH NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ENGINEER, ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER. SUCH COSTS ARE TO INCLUDE WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS INDEMNITY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO ENGINEER'S EMPLOYEES AND ANY PERSON DIRECTLY EMPLOYED BY ENGINEER (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT).

FOR MATTERS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT, ENGINEER WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND

EMPLOYEES HARMLESS FROM AND AGAINST ALL JUDGMENTS, LOSSES, DAMAGES, COSTS AND EXPENSES TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE ADMINISTRATION OF THE AGREEMENT BY ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND LEGAL FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM, ENTITY OR CORPORATION DIRECTLY EMPLOYED BY ENGINEER ARE ADJUDICATED AT FAULT.

B. To the fullest extent permitted by law, neither party shall be liable to the other party for any consequential damages resulting in any way from the performance of this Agreement.

C. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 – INSURANCE

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term, while this Agreement is in effect, the following insurance:

1. Workers' Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a minimum limit for Bodily Injury and Property Damage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.

4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it, and Engineer and its insurer(s) waive their rights of subrogation against County on A. (1), (2) and (3) above.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in Engineer's insurance under A. (2) and (4) above must be declared and approved in writing by County in advance. Any deductibles or self-insured retentions over \$250,000 in Engineer's Workers' Compensation coverage and any deductibles or self-insured retentions over \$100,000 in Engineer's Business Automobile Liability Insurance coverage must be declared and approved in writing by the County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of insurance issued by the insurer or an authorized representative of the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. **It is the intention of the County and agreed to and hereby acknowledged by Engineer, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Agreement and/or Exhibits which absolutely requires arbitration of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.**

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, as applicable, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor
c/o: Pam Navarrette
710 Main Street, Suite 301
Georgetown, Texas 78626

2. The commercial general liability and business automobile liability policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit E** herein entitled "Certificates of Insurance."

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

A. Engineer shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to County or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Engineer in a Work Authorization.

B. In the event the County requests Engineer to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to Engineer for

review at least 15 days prior to the requested date of execution. Engineer shall not be required to execute any certificates or documents that in any way would, in Engineer's sole judgment, (a) increase Engineer's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in Engineer having to certify, guarantee or warrant the existence of conditions whose existence Engineer cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 12 – REUSE AND OWNERSHIP OF DOCUMENTS

All documents, including but not limited to drawings, specifications, tracings, drawings, estimates, specifications, investigations, studies, other documents, completed or partially completed and data or programs stored electronically, (hereinafter referred to as "Engineer's Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. Engineer's Work Products shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in Engineer's Work Products developed under this Agreement. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Agreement, Engineer grants to County permission to reproduce Engineer's Work Products for purposes of the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Agreement. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Agreement. If and upon the date Engineer is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of Engineer's Work Products appropriate to and for use in their execution of the Work. Submission or distribution of Engineer's Work Products to

meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of Engineer's Work Products shall be at County's sole risk and without liability to Engineer and its engineers.

Prior to Engineer providing to County any Engineer's Work Products in electronic form or County providing to Engineer any electronic data for incorporation into Engineer's Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineer's Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by Engineer for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to Engineer's Work Products by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 13 - NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

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

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit F**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 14 - VIOLATION OF AGREEMENT TERMS/BREACH; TERMINATION AND SUSPENSION

A. Violation of Agreement Terms/Breach. Violation of the terms of this Agreement or breach of contract by Engineer shall be grounds for termination of this Agreement, and any increased costs arising from Engineer's default, breach of contract, or violation of this Agreement's terms shall be paid by Engineer.

B. Termination. This Agreement may be terminated as set forth below:

1. By mutual agreement and consent, in writing, of both parties.

2. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
5. By satisfactory completion of all Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Services at termination will be based on a percentage of the Services completed at that time. Should County terminate this Agreement under Subsection (4) immediately above, then the amount charged during the thirty-day (30) notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Services to the date of default, the amount of Services required which was satisfactorily completed to date of default, the value of the Services which are usable to County, the cost to County of employing another firm to complete the Services required and the time required to do so, and other factors which affect the value to County of the Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of Engineer to fulfill its contractual obligations, then County may take over the Project and prosecute the Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Services under this Agreement.

C. Suspension. County may suspend performance of this Agreement for County's convenience upon written notice to Engineer. Engineer shall suspend performance of the Services on a schedule acceptable to County, and County shall pay Engineer for all the Services performed plus suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

D. The provisions of this Article shall also apply to each individual Work Authorization, separate and apart from any other Work Authorizations, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 15 - DELAY IN PERFORMANCE

A. Neither County nor Engineer shall be considered in default of this Agreement or any Work Authorization for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either County or Engineer under this Agreement or any Work Authorization. Engineer shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

B. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - PROJECT TEAM

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

Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County Department of Infrastructure
3151 S. E. Inner Loop,
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to execute, modify, amend or terminate this Agreement, an executed Work Authorization, an executed Supplemental Work Authorization or executed amendment to this Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Agreement is as follows:

Michelle Dippel
Vice President
HNTB Corporation
701 Brazos Street, Suite 450
Austin, TX 78701

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

ARTICLE 17 - NOTICES

A. Any notice required by this Agreement shall be made in writing to the address specified below:

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

With copy to: Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County Department of Infrastructure
3151 S. E. Inner Loop,
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

and to: County Auditor
Williamson County
710 Main Street, Suite 301
Georgetown, Texas 78626

Engineer: HTNB Corporation
Attn: Michelle Dippel
701 Brazos Street, Suite 450
Austin, TX 78701

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of County and Engineer.

ARTICLE 18 - DISPUTES

A. In the event of a dispute between County and Engineer arising out of or related to this Agreement, or any Work Authorization, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

B. If the parties' senior officers are unable to resolve the dispute within thirty (30) days following the date in which the senior officers meet, and if a party wishes to pursue the claim subject of the dispute, such claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction. This provision shall survive the termination of the Agreement.

C. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY

A. During the performance of this Agreement and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations. Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. Engineer, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Engineer for work to be performed under a subcontract, including procurements of materials or leases of

equipment, each potential subcontractor/subconsultant or supplier shall be notified by Engineer of Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Engineer's noncompliance with the nondiscrimination provisions of this Agreement, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- a. withholding of payments to Engineer under the contract until Engineer complies, and/or;
- b. cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions. Engineer shall include the provisions of Subsections (1) through (6) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, Engineer may request the United States to enter into such litigation to protect the interests of the United States.

B. Engineer hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. Engineer affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is Engineer's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

C. Engineer further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 20 - CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed amendments of this Agreement (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

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

1. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
2. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
3. National Environmental Policy Act (NEPA)
4. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
5. Americans with Disabilities Act (ADA) Regulations
6. U.S. Army Corps Regulations
7. International Building Code, current edition as updated
8. Williamson County Design Criteria & Project Development Manual, latest edition
9. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
10. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 21 - GENERAL PROVISIONS

A. Waiver. A waiver by either County or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

B. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Work Authorization. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

C. Successors and Assigns. County and Engineer each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors,

administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

D. Assignment. Neither County nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, Engineer may assign its rights to payment without County's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

E. No Third-Party Rights. The Services provided for in this Agreement are for the sole use and benefit of County and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and Engineer.

F. Venue and Governing Law. This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

G. Accounting Records. Engineer agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing the Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

H. Personnel, Equipment and Material. Engineer shall furnish and maintain, at its own expense, quarters for Engineer personnel use in the performance of all Services, and adequate and sufficient personnel and equipment to perform the Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Agreement or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

I. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be

held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

J. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

K. Independent Contractor Relationship. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

L. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

M. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

N. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any amendment of this Agreement and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any amendment of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement.

O. Meaning of Day. For purposes of this Agreement, all references to a "day" or "days" shall mean a calendar day or calendar days.

ARTICLE 22 - PRIOR AGREEMENTS SUPERSEDED AND AMENDMENTS

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing. The terms set out in this Agreement may be modified by a

written fully executed amendment.

SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____, 20____

HNTB Corporation

DocuSigned by:
By: Michelle Dippel
DA5206102E25426...

Printed Name: Michelle Dippel

Title: Vice President

Date: December 12, 2019

Exhibit A - Sample Work Authorization

WORK AUTHORIZATION NUMBER _____

This Work Authorization is made as of this ____ day of _____, 20 __, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Construction Management/Inspection Services), dated _____, 20____ (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

[Insert a brief description of the Project elements to which the Work Authorization applies]

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

Section B. - Schedule

This Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 20____. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of \$_____, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Work Authorization, County shall bear all costs incident to compliance with the following:

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

IN WITNESS WHEREOF, the County and Engineer have executed this Work Authorization.

Williamson County, Texas
(County)

HNTB Corporation
(Engineer)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____, 20____

Date: _____, 20____

EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed by the Consultant under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.

The Consultant will furnish materials required to perform the engineering services below.

Program Management

1. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.
2. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
3. Meet with Commissioners and County staff monthly to identify priority projects.
4. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
5. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
6. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
7. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
8. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
9. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.

10. Meet with Texas Department of Transportation (TxDOT) representatives quarterly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.
11. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.
12. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
13. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of 2019 Road Bond projects. The team will also pursue all new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.
14. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County projects, as needed.
15. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.
16. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.
17. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.
18. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.
19. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.
20. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the projects.
21. Prepare and issue project documentation throughout the duration of the project.

Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.
2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.
3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
 - Provide UC consultant with project list, location maps, and implementation schedule.
 - Facilitate coordination between the UC consultant and design consultants.
 - Review reasonableness of utility conflict strip maps.
 - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
 - Review and process utility agreements submitted by the UC consultant.
 - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
 - Review and process utility invoices submitted by the UC consultant.
4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
 - Prepare draft scope of work for each road project.
 - Review final scope of work submitted for each road project.
 - Review reasonableness of engineering fee estimate for each project.
 - Assist Client in negotiation of contracts with selected firms.
 - Conduct kick-off meeting with project firm/team.
 - Review QA/QC plans submitted by design firms for conformance with County requirements.
 - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
 - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
 - Review invoices, as requested.
 - Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
 - Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority (TTA), and Texas Commission on Environmental Quality (TCEQ), as required.
 - Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.
5. Manage and oversee the Environmental consultant activities, including:
 - Facilitate coordination between the Environmental consultant and design consultant.
 - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.

- Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.
6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.
 7. Manage and oversee survey firm activities, including:
 - Prepare or review survey scope of work for on-call or project specific work authorizations.
 - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
 - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
 - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.
 8. Provide constructability reviews for each project, including:
 - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
 - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
 - Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
 - Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
 - Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
 - Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
 - Review reasonableness of engineering fee estimate for each project.
 - Provide value engineering services for projects outside of scope and budget, as necessary.
 9. Provide bid phase services, including:
 - Coordinate the preparation of the final bid documents.
 - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
 - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
 - Facilitate the pre-bid conference.
 - Prepare/distribute meeting minutes and sign-in sheet to attendees.

- Assist County and design engineer with answering contractor questions during advertisement period.
- Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
- Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
- Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
- Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
- Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

10. Manage and oversee the construction of the projects, including:

- Coordinate the preparation and execution of the construction contract documents.
- Prepare and distribute Notice of Award to contractor.
- Prepare and submit Notice of Intent to TCEQ and others, as required.
- Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
- Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
- Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
- Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
- Prepare and distribute the Notice to Proceed to contractor.
- Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
- Review and evaluate contractor's construction schedule monthly.
- Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
- Receive and review/document subcontractor agreements.
- Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
- Attend weekly construction progress meetings.
- Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
- Photograph ongoing construction activities daily through construction of projects.
- Prepare monthly construction update presentation for the Court.
- Prepare and issue traffic control notifications to affected entities.
- Perform and document traffic control inspections.
- Perform and document SW3P inspections. Ensure contractor is complying with

requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.

- Receive and review QC test results for compliance with the specifications.
- Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.
- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

11. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

12. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

13. Manage and oversee construction phase engineering design efforts and any necessary

plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

14. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.
15. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.
16. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.
17. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.
18. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments to facilitate construction of the projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.
19. Provide support to the County as requested in the event of a third-party claim.
20. Manage and oversee construction project close-out and warranty period, including:
 - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
 - Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
 - Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
 - Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
 - Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
 - Review and approve final pay application and retainage release.
 - Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
 - Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
 - Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
 - Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

EXHIBIT C

RATE SCHEDULE

Classification	2020 Billing Rate	Premium OT Billing Rate
Principal	\$ 360	
Sr. Financial Advisor	\$ 340	
Sr. Project Advisor	\$ 325	
Project Advisor	\$ 284	
Sr. Project Manager	\$ 274	
Project Manager	\$ 222	
Deputy Project Manager	\$ 200	
Sr. Engineer	\$ 200	
Project Engineer	\$ 170	
Design Engineer	\$ 134	
EIT	\$ 110	
Sr. CADD Technician	\$ 160	
CADD Technician	\$ 80	
Principal Planner	\$ 248	
Sr. Environmental Specialist	\$ 245	
Environmental Specialist	\$ 198	
Sr. Environmental Planner	\$ 155	
Environmental Planner	\$ 115	
Sr. GIS Analyst	\$ 174	
GIS Analyst	\$ 120	
Sr. Public Involvement Representative	\$ 117	
Public Involvement Representative	\$ 100	
Sr. Urban Planner	\$ 196	
Urban Planner	\$ 112	
Sr. ROW Agent	\$ 188	
ROW Agent	\$ 144	
Sr. Construction Manager	\$ 188	
Construction Manager	\$ 165	
Sr. Construction Representative	\$ 155	\$182
Construction Representative III	\$ 135	\$158
Construction Representative II	\$ 125	\$147
Construction Representative	\$ 90	\$106
Sr. Developer	\$ 172	
Developer II	\$ 150	
Developer	\$ 112	
Sr. Business Manager	\$ 198	
Business Manager	\$ 150	
Sr. Project Analyst	\$ 140	
Project Analyst	\$ 96	
Quality Manager	\$ 160	
Sr. Project Controls	\$ 144	
Project Controls	\$ 90	
Sr. Scheduler	\$ 200	

Scheduler	\$ 158
Administrative Assistant	\$ 76
Intern	\$ 75

Vehicle Leases will be reimbursed at a rate of \$52.00/day.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Agreement and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D

Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel

costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2).

However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased

10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Exhibit E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Exhibit F

DEBARMENT CERTIFICATION

STATE OF TEXAS

§
§

COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that HNTB Corporation and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

HNTB Corporation

DocuSigned by:

Michelle Dippel

Signature of Certifying Official

Michelle Dippel

Printed Name of Certifying Official

Vice President

Title of Certifying Official

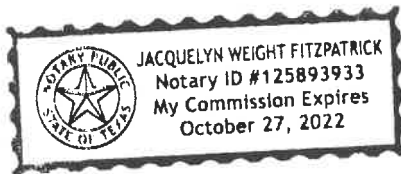
December 12, 2019

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Michelle Dippel
the Vice President of HNTB Corporation, on
behalf of said firm.



Jacquelyn Weight Fitzpatrick
Notary Public in and for the
State of Texas

My commission expires: October 27, 2022

WORK AUTHORIZATION NUMBER 01

This Work Authorization is made as of this 1st day of January 2020, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Road and Bridge Project Management, Design Management, and Construction Management), dated December 17, 2019 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

Provide engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B.

Section B. - Schedule

This Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2020. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

January 1, 2020 – September 30, 2020

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of \$972,460.00, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Work Authorization, County shall bear all costs incident to compliance with the following:

See Attached Exhibit A

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Work Authorization.

Williamson County, Texas
(County)

By: _____

Name: _____

Title: _____

Date: _____, 20____

HNTB Corporation
(Engineer)

By:  _____
DocuSigned by:
DA5206102E25426...

Name: Michelle Dippel

Title: Vice President

Date: December 12, 2019

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED
BY COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed by the Consultant under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.

The Consultant will furnish materials required to perform the engineering services below.

Program Management

1. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.
2. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
3. Meet with Commissioners and County staff monthly to identify priority projects.
4. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
5. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
6. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
7. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
8. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
9. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.

10. Meet with Texas Department of Transportation (TxDOT) representatives quarterly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.
11. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.
12. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
13. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of 2019 Road Bond projects. The team will also pursue all new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.
14. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County projects, as needed.
15. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.
16. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.
17. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.
18. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.
19. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.
20. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the projects.
21. Prepare and issue project documentation throughout the duration of the project.

Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.
2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.
3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
 - Provide UC consultant with project list, location maps, and implementation schedule.
 - Facilitate coordination between the UC consultant and design consultants.
 - Review reasonableness of utility conflict strip maps.
 - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
 - Review and process utility agreements submitted by the UC consultant.
 - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
 - Review and process utility invoices submitted by the UC consultant.
4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
 - Prepare draft scope of work for each road project.
 - Review final scope of work submitted for each road project.
 - Review reasonableness of engineering fee estimate for each project.
 - Assist Client in negotiation of contracts with selected firms.
 - Conduct kick-off meeting with project firm/team.
 - Review QA/QC plans submitted by design firms for conformance with County requirements.
 - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
 - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
 - Review invoices, as requested.
 - Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
 - Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority (TTA), and Texas Commission on Environmental Quality (TCEQ), as required.
 - Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.
5. Manage and oversee the Environmental consultant activities, including:
 - Facilitate coordination between the Environmental consultant and design consultant.
 - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.

- Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.
6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.
7. Manage and oversee survey firm activities, including:
- Prepare or review survey scope of work for on-call or project specific work authorizations.
 - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
 - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
 - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.
8. Provide constructability reviews for each project, including:
- Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
 - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
 - Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
 - Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
 - Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
 - Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
 - Review reasonableness of engineering fee estimate for each project.
 - Provide value engineering services for projects outside of scope and budget, as necessary.
9. Provide bid phase services, including:
- Coordinate the preparation of the final bid documents.
 - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
 - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
 - Facilitate the pre-bid conference.
 - Prepare/distribute meeting minutes and sign-in sheet to attendees.
 - Assist County and design engineer with answering contractor questions during advertisement period.
 - Coordinate the preparation and distribution of addenda. Review and approve addenda

prior to distribution to plan holders.

- Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
- Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
- Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
- Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

1. Manage and oversee the construction of the projects, including:
 - Coordinate the preparation and execution of the construction contract documents.
 - Prepare and distribute Notice of Award to contractor.
 - Prepare and submit Notice of Intent to TCEQ and others, as required.
 - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
 - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
 - Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
 - Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
 - Prepare and distribute the Notice to Proceed to contractor.
 - Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
 - Review and evaluate contractor's construction schedule monthly.
 - Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
 - Receive and review/document subcontractor agreements.
 - Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
 - Attend weekly construction progress meetings.
 - Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
 - Photograph ongoing construction activities daily through construction of projects.
 - Prepare monthly construction update presentation for the Court.
 - Prepare and issue traffic control notifications to affected entities.
 - Perform and document traffic control inspections.
 - Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
 - Receive and review QC test results for compliance with the specifications.
 - Schedule oversight (QA) testing on behalf of the County. Oversee the independent

- testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
 - Assist the County in documentation of the DBE program.
 - Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
 - Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
 - Maintain program summary of proposed and executed changes orders for active and completed construction projects.
 - Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
 - Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
 - Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
 - Coordinate with bond holders as necessary in the event of default by the prime contractor.
 - Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
 - Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.
2. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.
 3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.
 4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.
6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.
7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.
8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.
9. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments to facilitate construction of the projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.
10. Provide support to the County as requested in the event of a third-party claim.
11. Manage and oversee construction project close-out and warranty period, including:
 - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
 - Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
 - Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
 - Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
 - Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
 - Review and approve final pay application and retainage release.
 - Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
 - Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
 - Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
 - Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

	Principal	Sr. Project Advisor	Project Advisor	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Environmental Specialist	Environmental Planner	GIS Analyst	Sr. Public Involvement Representative	Sr. Urban Planner	Urban Planner	ROW Agent	Sr. Construction Manager	Construction Manager
January 1, 2020 - September 30, 2020	139	23	56	734	574	238	248	76	33	10	53	23	23	23	23	238	238
WORK AUTHORIZATION TOTALS	139	23	56	734	574	238	248	76	33	10	53	23	23	23	23	238	238
BILLING RATES	\$ 360	\$ 325	\$ 284	\$ 274	\$ 222	\$ 200	\$ 200	\$ 170	\$ 198	\$ 115	\$ 120	\$ 117	\$ 196	\$ 112	\$ 144	\$ 188	\$ 165
TOTAL HNTB LABOR	\$ 50,040	\$ 7,475	\$ 15,904	\$ 201,116	\$ 127,428	\$ 47,600	\$ 49,600	\$ 12,920	\$ 6,534	\$ 1,150	\$ 6,360	\$ 2,691	\$ 4,508	\$ 2,576	\$ 3,312	\$ 44,744	\$ 39,270
HNTB Fee January 1, 2020 - September 30, 2020 SUBTOTAL																	
Prime Strategies Fee January 1, 2020 - September 30, 2020 SUBTOTAL																	
JOB TOTALS																	

EXHIBIT D
FEE SCHEDULE

	Sr. Construction Representative	Construction Representative III	Construction Representative II	Sr. Developer	Developer II	Developer	Sr. Business Manager	Sr. Project Analyst	Quality Manager	Sr. Project Controls	Project Controls	Scheduler	TOTALS
January 1, 2020 - September 30, 2020	476	476	238	23	23	23	10	43	43	238	495	10	4,850
WORK AUTHORIZATION TOTALS	476	476	238	23	23	23	10	43	43	238	495	10	4,850
BILLING RATES	\$ 155	\$ 135	\$ 125	\$ 172	\$ 150	\$ 112	\$ 198	\$ 140	\$ 160	\$ 144	\$ 90	\$ 158	
TOTAL HNTB LABOR	\$ 73,780	\$ 64,260	\$ 29,750	\$ 3,956	\$ 3,450	\$ 2,576	\$ 1,980	\$ 6,020	\$ 6,880	\$ 34,272	\$ 44,550	\$ 1,580	\$ 896,282

	Total Hours	Expenses		Labor	Subconsultant Fees	TOTAL FEE
		Print/Repro	Travel			
HNTB Fee January 1, 2020 - September 30, 2020 SUBTOTAL	4,850 4,850	\$ 10,000	\$ 10,000	\$ 896,282		\$ 916,282 \$ 916,282
Prime Strategies Fee January 1, 2020 - September 30, 2020 SUBTOTAL	288 288	\$ 300	\$ 600		\$ 55,278	\$ 56,178 \$ 56,178
JOB TOTALS	5,138	\$ 10,300	\$ 10,600	\$ 896,282	\$ 55,278	\$ 972,460

Commissioners Court - Regular Session**79.****Meeting Date:** 12/17/2019

First Amended Interlocal Agreement with the City of Round Rock

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 authorizing the County Judge to execute the First Amended Interlocal Agreement Between Williamson County and the City of Round Rock Regarding the Oak Bluff Estates Drainage Project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsFirst Amended ILA with City of Round Rock

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 09:17 AM

Started On: 12/12/2019 09:10 AM

**FIRST AMENDED INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF ROUND ROCK
REGARDING THE OAK BLUFF ESTATES DRAINAGE PROJECT**

This document is
pending signature
from the other
party.

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This First Amended Interlocal Agreement (the "Amended Agreement") is entered into as of this 5th day of DECEMBER, 2019, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Round Rock, a Texas home-rule municipality (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, on the 25th day of October, 2018, the City and the County entered into an Interlocal Agreement (the "Agreement") regarding the construction of drainage improvements to the Greenfield/Oak Bluff Estates subdivisions; and

WHEREAS, since the approval of the agreement, changed circumstances require the Agreement to be amended; and

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, as stated in the Agreement, the City and County continue to desire to commence to fund construction services and easement acquisition necessary to construct improvements (the "Improvements", as defined herein) to the storm water system (the "System") that exists in the vicinity of the common boundary between Greenfield and Oak Bluff Estates Subdivisions, generally located as shown on **Exhibit "A"**, attached hereto;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

A.

TERMS AND CONDITIONS

1. Design and Construction Drawings

Engineering plans (the "Design and Construction Drawings") have been prepared for the Improvements and designed for the purpose of reducing the frequency of flooding within Oak Bluff Estates and/or Greenfield Subdivisions.

The Improvements will include an underground pipe, along with associated appurtenances and incidental items, (the "Supplemental Pipe A"), beginning immediately south of County

Road 123 and extending to near the southeast corner of Greenfield Subdivision; proposed to supplement the City's underground pipe currently existing along the west boundary of Oak Bluff Estates Subdivision, as generally shown on Exhibit A.

The Improvements will also include other underground pipe(s), drainage channels, and/or culvert improvements, along with associated appurtenances and/or incidental items, (the "Additional Facilities") beginning north of, at, and/or near County Road 123, and extending to the south up to, along, within, and/or past the boundaries of Greenfield Subdivision. The extent and alignments of the Additional Facilities are generally depicted on Exhibit A.

The total estimated cost of the Improvements, including easement acquisition and utility relocation, if necessary, is \$1,800,000 (the "Estimate"). The County's share in the cost of the Improvements shall be \$810,000.

2. Construction Services

Construction of the Improvements shown in the Design and Construction Drawings is proposed to be accomplished through services (the "Construction Services") procured through Competitive Bidding in accordance with the Texas Local Government Code.

3. Obligation of the City

- a) The City will be responsible for any revisions to the Design and Construction Drawings through its consultant.
- b) The City will be responsible for determining easement requirements and providing associated surveying services.
- c) The City will be responsible for the acquisition of all needed easements for the Improvements, including exercising its eminent domain powers, if necessary.
- d) The City has advertised for bids for the Construction Services; the bids include the Supplemental Pipe A, and the Additional Facilities.
- e) The City, in its sole discretion, will award a contract for the Construction Services (the "Contract"), the City will be responsible for administration of the Contract and inspection of the Construction Services.
- f) The City, in its sole discretion, may remove from the Contract the "Proposed New City Storm Drain" between Evergreen Drive and Woodland Lane as depicted on Exhibit A and construct alternative improvements.
- g) The City will assume maintenance responsibility for the Supplemental Pipe A, and any of the Additional Facilities constructed as part of the Contract that are within the City's corporate limits.

4. Obligation of the County

- a) Within 30 days following award of the Contract by the City Council of the City for the Construction Services, the County will remit to the City the sum of \$810,000.
- b) The County will assume maintenance responsibility for any of the Additional Facilities constructed as part of the Contract that are not within the City's corporate limits.
- c) The County authorizes the City and its authorized contractors to enter and perform maintenance work and the Construction Services within easements and rights-of-way dedicated to the County in the vicinity of the System.

B.

MISCELLANEOUS PROVISIONS

- 1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
- 2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.
- 3. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
- 4. **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
- 5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.
- 6. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.
- 7. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
- 8. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
- 9. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.

10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. **Term.** This Agreement shall automatically terminate if the City does not, pursuant to section A(3) above, award the Contract within 12 months after this Amended Agreement is executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

WILLIAMSON COUNTY

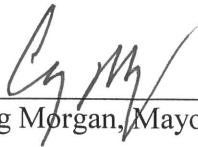
By: _____
Honorable William Gravell, Jr., County Judge

Date: _____

Attest:

Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: 
Craig Morgan, Mayor

Date: 12.5.19

Attest:

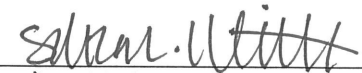
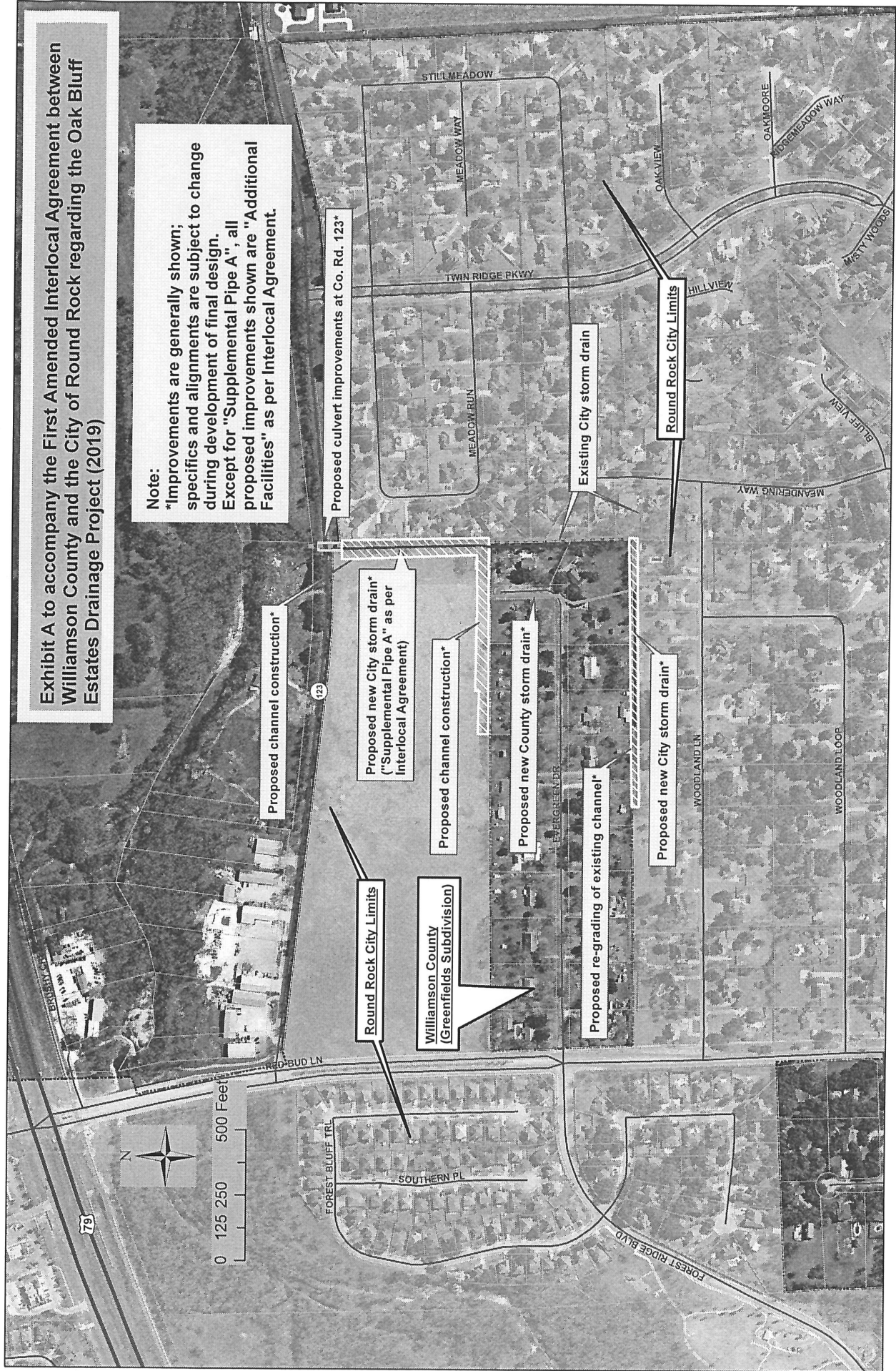

Sarah White, City Clerk

Exhibit A to accompany the First Amended Interlocal Agreement between Williamson County and the City of Round Rock regarding the Oak Bluff Estates Drainage Project (2019)

Note:

*Improvements are generally shown; specifics and alignments are subject to change during development of final design. Except for "Supplemental Pipe A", all proposed improvements shown are "Additional Facilities" as per Interlocal Agreement.



Commissioners Court - Regular Session**80.****Meeting Date:** 12/17/2019

2013 Road Bond Transfer

Submitted By: Emmeline Hawkins, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$150,000 from 2013 Non-Departmental (P290) to Greenfield/Oak Bluff Drainage Improvements (P506).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments2013 Road Bond

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Hawkins

Final Approval Date: 12/11/2019

Reviewed By

Andrea Schiele

Date

12/11/2019 11:25 AM

Started On: 12/11/2019 11:06 AM

Memo

To: Emmeline Hawkins, Williamson County Auditor's Office

Cc: Julie Kiley, Williamson County Auditor's Office

From: Michael J. Weaver

Date: November 13, 2019

Re: 2013 Road Bond Budget Transfer

As requested, and per the Interlocal Agreement regarding Greenfield & Oak Bluff Estates Drainage Improvements project, please find the following Road Bond budget transfer:

- Move \$150,000.00 from P-290 Road Bond Unallocated to P-506 Greenfield/Oak Bluff Drainage Improvements Project.

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session**81.****Meeting Date:** 12/17/2019

1901-285 CR 176 at RM 2243 Change Order No. 1

Submitted By: Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$208,869.67 for CR 176 at RM 2243 (Joe Bland Construction), a Road Bond project in Commissioner Pct. 3. P:241 Funding Source: Road Bond

Background

This Change Order adds the relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project. The relocations for BCMUD include installing a new portion of water line in an encasement because the new roadway crosses the water line. The revisions to the City of Georgetown water line include adjustment of the existing 2" line and deletes items to adjust the existing 4" water line.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments1901-285 CR 176 at RM 2243 Change Order No 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 09:06 AM

Started On: 12/10/2019 02:56 PM

DEC 05 2017

PSI

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER 1

HNTB Corporation

Round Rock

1. CONTRACTOR: Joe Bland Construction2. Change Order Work Limits: Sta. 115+00 to Sta. 140+003. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)4. Reasons: 4B (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

4B: Third Party Accommodation. Third party requested work. This Change Order adds relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project.

6. Work to be performed in accordance with Items: See Attached.7. New or revised plan sheet(s) are attached and numbered: see attached8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR

Date 12-4-19

By

Typed/Printed Name

Andrew Batten

Typed/Printed Title

Project Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0Amount added by this change order: \$208,869.67

RECOMMENDED FOR EXECUTION:

Project Manager

Date

N/A
Design Engineer

Date

Program Manager

Date

Design Engineer's Seal:

see attached plan sheets

County Commissioner Precinct 1

Date

☐ APPROVED☐ REQUEST APPROVAL

County Commissioner Precinct 2

Date

☐ APPROVED☐ REQUEST APPROVAL

County Commissioner Precinct 3

Date

☐ APPROVED☐ REQUEST APPROVAL

County Commissioner Precinct 4

Date

☐ APPROVED☐ REQUEST APPROVAL

County Judge

Date

☐ APPROVED

Received

DEC 04 2019

Project: 1904-285Roadway: CR 176 at RM 2243

CSJ

Number: _____

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Project # 1901-285

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
CITY OF GEORGETOWN:									
CIP11.06.B	TRENCH EXCAVATION SAFETY PROTECTION SYSTEM (ALL DEPTHS)	LF	\$1.42	80.00	\$113.60	(63.00)	17.00	\$24.14	(\$89.46)
W1.17.AR.4"	PIPE, 4" DIA. DI CL 350 (RESTRAINED), COMPLETE IN PLACE, INCLUDING EXCAVATION AND BACKFILL	LF	\$48.00	20.00	\$960.00	(20.00)	0.00	\$0.00	(\$960.00)
W1.17.AR.2"	PIPE, 2" COPPER TYPE K (RESTRAINED), COMPLETE IN PLACE, INCLUDING EXCAVATION AND BACKFILL	LF	\$58.00	0.00	\$0.00	17.00	17.00	\$986.00	\$986.00
SP W3.21.F	ADJUST WATER VALVE BOX TO GRADE	EA	\$450.00	6.00	\$2,700.00	(1.00)	5.00	\$2,250.00	(\$450.00)
SP W3.21.H	SALVAGE AND RELOCATE EXISTING 4" COMBINATION AIR RELEASE VALVE ASSEMBLY	EA	\$1,800.37	1.00	\$1,800.37	(1.00)	0.00	\$0.00	(\$1,800.37)
BRUSHY CREEK MUD WATERLINE RELOCATION:									
505-W	ENCASEMENT PIPE, 42" DIA., STEEL	LF	\$248.00	0.00	\$0.00	299.00	299.00	\$74,152.00	\$74,152.00
509	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	LF	\$1.50	0.00	\$0.00	341.00	341.00	\$511.50	\$511.50
510-W-01	PIPE 4" DIA DI CL-350 (RESTRAINED)	LF	\$95.00	0.00	\$0.00	18.00	18.00	\$1,710.00	\$1,710.00
510-W-02	PIPE 24" DIA DI CL-250 (RESTRAINED)	LF	\$270.00	0.00	\$0.00	323.00	323.00	\$87,210.00	\$87,210.00
510-W-03	DUCTILE IRON FITTINGS 4" THROUGH 24"	TON	\$7,700.00	0.00	\$0.00	2.00	2.00	\$15,400.00	\$15,400.00
510-W-04	WET CONNECTIONS 24" X 24"	EA	\$9,000.00	0.00	\$0.00	2.00	2.00	\$18,000.00	\$18,000.00
SP510	RESTRAIN EXISTING DUCTILE IRON PIPE	EA	\$1,300.00	0.00	\$0.00	4.00	4.00	\$5,200.00	\$5,200.00
SP511	4" Combination Air Release Valve Assembly, including Salvage of Existing 4" CARV and Removal of Existing 4" Gate Valve	EA	\$9,000.00	0.00	\$0.00	1.00	1.00	\$9,000.00	\$9,000.00
TOTALS					\$5,573.97			\$214,443.64	\$208,869.67

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 276 at RM 2243 Williamson County Project No. 1902-285 Change Order No. 1

Reason for Change

This Change Order adds relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project.

The relocations for BCMUD include installing a new portion of water line in an encasement because the new roadway crosses the water line and adding a 4" Combination Air Release Valve Assembly (CARV), salvaging the old CARV and removing the existing 4" Gate Valve. The revisions to the City of Georgetown water line include adjustment of the existing 2" line and deletes items to adjust the existing 4" water line.

The following is a list of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
W1.17.AR.2"	PIPE, 2" COPPER TYPE K (RESTRAINED), COMPLETE IN PLACE, INCLUDING EXCAVATION AND BACKFILL(COGT)	17	LF
505-W	ENCASEMENT PIPE, 42" DIA., STEEL (BCMUD)	299	LF
509	TRENCH SAFETY SYSTEMS (ALL DEPTHS) (BCMUD)	341	LF
510-W-01	PIPE 4" DIA DI CL 350 (RESTRAINED)(BCMUD)	18	LF
510-W-02	PIPE 4" DIA DI CL 250 (RESTRAINED)(BCMUD)	323	LF
510-W-03	DUCTILE IRON FITTINGS 4" THROUGH 24" (BCMUD)	2	TONS
510-W-04	WET CONNECTIONS 24" X 24" (BCMUD)	2	EA
SP510	RESTRAIN EXISTING DUCTILE IRON PIPE (BCMUD)	4	EA
SP511	4" Combination Air Release Valve Assembly, including Salvage of Existing 4" CARV and Removal of Existing 4" Gate Valve (BCMUD)	1	EA

This Change Order results in an increase of \$208,869.67 to the Contract amount, for an adjusted Contract total of \$2,656,4329.67. The original Contract amount was \$2,447,560.00. As a result of this Change Order, \$208,869.67 has been added to the Contract, resulting in an 8.53% increase in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.



JOE BLAND CONSTRUCTION, L.P.

13111 DESSAU ROAD

AUSTIN, TX 78754

Contact:

Phone:

Fax:

Quote To:

Eddie R. Church, PE

Job Name:

24" Waterline Relocation

Date of Plans:

Revision Date:

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	PIPE, 2" COPPER TYPE K (ALL DEPTHS)	17.00	LF	58.00	986.00
20	ENCASEMENT PIPE, 42" DIA	299.00	LF	248.00	74,152.00
30	TRENCH SAFETY SYSTEMS(ALL DEPTHS)	341.00	LF	1.50	511.50
40	PIPE 4" DIA DI CL-350 (RESTRAINED)	18.00	LF	95.00	1,710.00
50	PIPE, 24" DIA DI CL-250 (RESTRAINED)	323.00	LF	270.00	87,210.00
60	DUCTILE IRON FITTINGS 4 INCH THROUGH 24 IN	2.00	TON	7,700.00	15,400.00
70	WET CONNECTIONS, 24" X 24"	2.00	EA	9,000.00	18,000.00
80	RESTRAIN EXISTING DUCTILE IRON PIPE	4.00	EA	1,300.00	5,200.00
90	4" COMBINATION AIR RELEASE VALVE	1.00	EA	9,000.00	9,000.00
GRAND TOTAL					\$212,169.50

Eddie R. Church

From: Eddie R. Church
Sent: Tuesday, November 5, 2019 1:17 PM
To: 'Andrew Batten'
Cc: 62811_1901-285_CR176@RM2243; Clayton Weber; Dawn Haggard; James Klotz
Subject: RE: CR 176 WL Relocation

Andrew,

We accept your pricing and will process the Change Order this week. Dawn will send a copy for you to sign, ASAP.

Thank you,

Eddie R. Church, PE
Project Manager
CELEBRATING 25th OFFICE ANNIVERSARY IN AUSTIN
AND MORE THAN 100 YEARS IN THE REGION
Tel (512) 527-6723 Email erchurch@hntb.com

From: Andrew Batten [<mailto:abatten@joeblandconstruction.com>]
Sent: Monday, November 4, 2019 11:26 AM
To: Eddie R. Church <erchurch@HNTB.com>
Cc: 62811_1901-285_CR176@RM2243 <CR176_P241@hntb.com>; Clayton Weber <cweber@HNTB.com>
Subject: RE: CR 176 WL Relocation

Eddie,

Please see revised proposal adding the item that I missed on the first proposal.

THANKS,

ANDREW BATTEN
PROJECT MANAGER
OFFICE: 512.821.2808
CELL: 512.579.9221



13111 DESSAU ROAD
AUSTIN, TEXAS 78754
512-821-2808

From: Eddie R. Church [<mailto:erchurch@HNTB.com>]
Sent: Monday, November 4, 2019 10:09 AM
To: Andrew Batten <abatten@joeblandconstruction.com>
Subject: RE: CR 176 WL Relocation

10-4

Thank you,

Eddie R. Church, PE
Project Manager

From: Andrew Batten [<mailto:abatten@joeblandconstruction.com>]
Sent: Monday, November 4, 2019 9:09 AM
To: Eddie R. Church <erchurch@HNTB.com>
Cc: 62811_1901-285_CR176@RM2243 <CR176_P241@hntb.com>; Clayton Weber <cweber@HNTB.com>
Subject: RE: CR 176 WL Relocation

My apologies for missing this. Let me revise my proposal and send over to you this morning.

THANKS,

ANDREW BATTEN
PROJECT MANAGER
OFFICE: 512.821.2808
CELL: 512.579.9221



13111 DESSAU ROAD
AUSTIN, TEXAS 78754
512-821-2808

From: Eddie R. Church [<mailto:erchurch@HNTB.com>]
Sent: Monday, November 4, 2019 8:49 AM
To: Andrew Batten <abatten@joeblandconstruction.com>
Cc: 62811_1901-285_CR176@RM2243 <CR176_P241@hntb.com>; Clayton Weber <cweber@HNTB.com>
Subject: RE: CR 176 WL Relocation

See below. Let me know if you have any questions.

New	ITEM	Description	Unit	Quantity	Quantity	Quantity	
				Original	New	Delta	
	BRUSHY CREEK MUD - ARV ADJUSTMENT & 24" WATERLINE RELOCATION						
	SP511	4" Combination Air Release Valve Assembly, including Salvage of Existing 4" CARV and Removal of Existing 4" Gate Valve	EA	0	1	1	

Thank you,

Eddie R. Church, PE
Project Manager
CELEBRATING 25th OFFICE ANNIVERSARY IN AUSTIN
AND MORE THAN 100 YEARS IN THE REGION
Tel (512) 527-6723 Email erchurch@hntb.com

-----Original Message-----

From: Andrew Batten [<mailto:abatten@joeblandconstruction.com>]
Sent: Monday, November 4, 2019 6:59 AM

To: Eddie R. Church <erchurch@HNTB.com>

Subject: CR 176 WL Relocation

Eddie,

My apologies for not getting back with you on Friday. I got tied up in the field and forgot to call you back. What item am I lacking on your message you left?

Andrew Batten

Project Manager

Joe Bland Construction, L.P

Sent from my iPhone

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

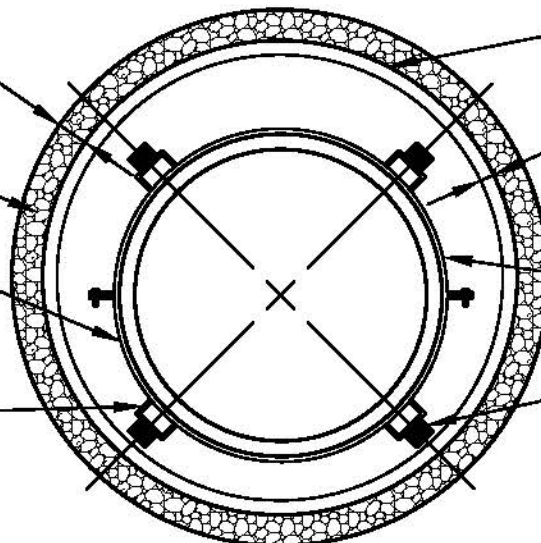
This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

FILL SPACE BETWEEN
EXCAVATED BORE
AND ENCASEMENT
WITH CEMENT GROUT

EXCAVATED BORE

T-304 STAINLESS
STEEL SPACER BODY
(MIN 14 GAUGE
THICKNESS)

WELDED T-304
STAINLESS STEEL
RISERS (MIN 10
GAUGE THICKNESS)



STEEL ENCASEMENT PIPE

THICKNESS AS SPECIFIED
IN PLANS (MIN 1/4")

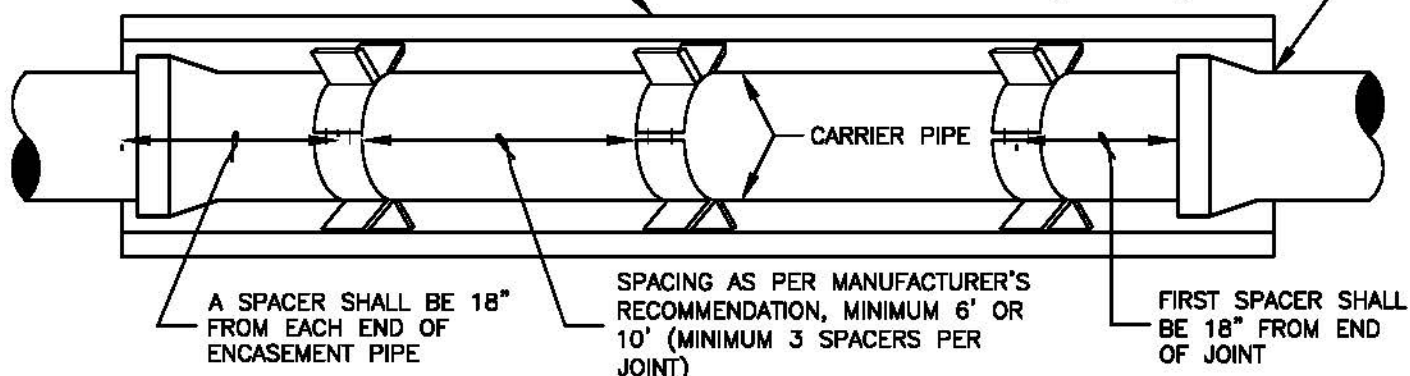
CARRIER PIPE, 90°
MAXIMUM

ULTRA HIGH MOLECULAR
WEIGHT POLYMER
RUNNERS (2" MINIMUM
HEIGHT)

PIPE SIZE-CARRIER (DIAMETER)	PIPE SIZE-CASING (DIAMETER) (MIN.)	MINIMUM PIPE THICKNESS (INCHES)	
6"	16"	1/4	0.2500
8"	18"	1/4	0.2500
10"	20"	5/16	0.3125
12" ~ 14"	24"	3/8	0.3750
16" ~ 18"	30"	7/16	0.4375
20"	36"	1/2	0.5000
24"	42"	1/2	0.5000
30"	48"	1/2	0.5000

SMOOTH STEEL ENCASEMENT PIPE
(MINIMUM 35,000 P.S.I. YIELD STRENGTH)

SEAL ENDS WITH CASCADE
WATERWORKS MANUFACTURING
COMPANY, MODEL CCES END SEALS,
OR APPROVED EQUAL (EACH END)



NOTES:

1. CASING SPACER CONFIGURATION AND SPACING SHALL BE AS SHOWN ON MANUFACTURER'S DRAWINGS FOR SPECIFIC WORK; THESE MUST BE ACCEPTABLE TO THE CITY OF ROUND ROCK.
2. CASING SPACER SHALL BE AS MANUFACTURED BY CASCADE WATERWORKS MANUFACTURING COMPANY, MODEL CCS, OR APPROVED EQUAL.

RECORD SIGNED COPY
ON FILE AT PUBLIC WORKS

APPROVED

04-01-10

DATE

THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL. (NOT TO SCALE)

CITY OF ROUND ROCK

PIPE ENCASEMENT DETAIL

DRAWING NO:

WT-16



ITEM NO. 505

CONCRETE ENCASEMENT AND ENCASEMENT PIPE

505.1 Description

This item shall govern the furnishing of materials and the methods of constructing a Portland cement concrete encasement or encasement pipe.

This specification is applicable for projects or work involving either inch-pound or SI units. Within the text and accompanying tables, the inch-pound units are given preference followed by SI units shown within parentheses.

505.2 Submittals

The submittal requirements of this specification item include:

- A. Type of pipe, construction methods and sequence,
- B. Aggregate types, gradations and physical characteristics for the Portland cement concrete mix,
- C. Proposed proportioning of materials for the mortar mix.

505.3 Materials

- A. Portland Cement Concrete

The Portland cement concrete shall conform to Class B Concrete, Item No. 403, "Concrete for Structures".

- B. Pipe

Portland Cement concrete pipe shall conform to ASTM C-76, Class III or better.

Corrugated Metal Pipe (CMP) shall conform to Section 510. 2 (8)(o) of the City of Round Rock Standard Specification Item No. 510, "Pipe".

Steel Pipe shall conform to ASTM A134 with a minimum thickness of 3/8 inch (9.5 mm) for pipe with a diameter of 16 inches (400 mm) and greater.

- C. Grout

Grout shall consist of not less than 6 sacks Portland cement per cubic yard (335 kilograms Portland cement per cubic meter) and clean washed sand mixed with water. The grout shall have a consistency such that the grout will flow into and completely fill all voids. If allowed by the Engineer or designated representative, an air entraining admixture may be added to facilitate placement.

505.4 Construction Methods

When indicated on the Drawings or acceptable to Engineer or designated representative, concrete encasement or encasement pipe shall be placed to protect the pipe. Unless approved by the Engineer or designated representative

- (a) the top of the pipe would have less than 30 inches (60 mm) of cover,
- (b) ground water invades the trench, or
- (c) the trench bottom is of unstable material.

If any of these conditions is encountered, the Engineer or designated representative shall be notified and may direct the Contractor to:

- (a) encase the pipe with concrete,
- (b) change pipe material,
- (c) use a higher strength class of pipe, or
- (d) provide an encasement pipe.

Concrete encasement shall extend from 6 inches (150 mm) below to 6 inches (150 mm) above the outer projections of the pipe over the entire width of the trench.

The ends of encasement pipe shall be bulkheaded (Standard Specification Item No. 507) with manufactured boots or, concrete blocks, bricks or stones, dry-stacked without mortar, sufficient to prevent the intrusion of trench backfill material into the encasement, but fitted loosely enough to facilitate the escape of water from the encasement should carrier pipe leakage or failure occur.

505.5 Measurement and Payment

Concrete encasement will be measured by the lineal foot (meter: 1 meter equals 3.281 feet), for size of pipe being encased, complete in place. The measurement will be made between ends of the encasement, along the central axis as installed.

Encasement pipe will be measured by size of encasement installed, complete in place. The measurement will be made between the ends of the pipe, along the central axis as installed.

505.6 Payment

Work performed and materials furnished as prescribed by this item will be subsidiary to Item No. 510, "Pipe" unless included as a separate pay item in the contract. When included for payment, it shall be measured as provided under "Measurement" and will be paid at the unit bid price per lineal foot for "Concrete Encasement" or "Encasement Pipe" of the size indicated on the Drawings. The unit bid price shall include full compensation for furnishing all materials, pipe for all preparation, hauling, installation and for all labor, tools, equipment and incidentals necessary to complete the work, including bench excavation and disposal of surplus material.

Payment, when included as a contract Pay Item, will be made under one of the following:

Concrete Encasement for ____ Dia. Pipe -	Per Lineal Foot
Encasement Pipe ____ Dia., Type ____, -	Per Lineal Foot.

End

<i>SPECIFIC</i> Cross Reference Materials
--

Standard Specification Item No. 505, "Encasement and Encasement Pipe"

City of Round Rock Standard Specification Items

<u>Designation</u>	<u>Description</u>
Item 403	Concrete For Structures
Item 510	Pipe
Section 510.2(8)(o)	Corrugated Metal Pipe (CMP)

City of Round Rock Standard Details

<u>Designation</u>	<u>Description</u>
Detail 501-1	Encasement Detail w/ Casing Spacers

American Society for Testing and Materials (ASTM)

<u>Designation</u>	<u>Description</u>
A-134	Specification for Pipe, Steel, Electric-Fusion (Arc)-Welded (Sizes NPS 16 and Over)
C-76/C-76M	Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

<i>RELATED</i> Cross Reference Materials

Standard Specification Item No. 505, "Encasement and Encasement Pipe"

TxDOT Specifications

<u>Designation</u>	<u>Description</u>
Item 421	Portland Cement Concrete
Section 421.9	Quality of Concrete
Section 421.2(8)	Mortar and Grout
Item No. 501	Jacking or Boring Pipe
Item No. 502	Tunneling
Item No. 506	Manholes
Item No. 507	Bulkheads
Item No. 593	Concrete Retards

City of Round Rock Standard Specification Items

<u>Designation</u>	<u>Description</u>
Section 510.2(8)(c)	Concrete pipe
Section 510.2(8)(m)	Steel Pipe

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\31_CR-176-at-RM-2243-Intersection\DESIGN\C-001-COVR.dwg -- Tab: C001 COVER -- Plotted: 9/18/2019 6:01 PM By: KRISTEN VAN HOOSIER

INDEX OF SHEETS

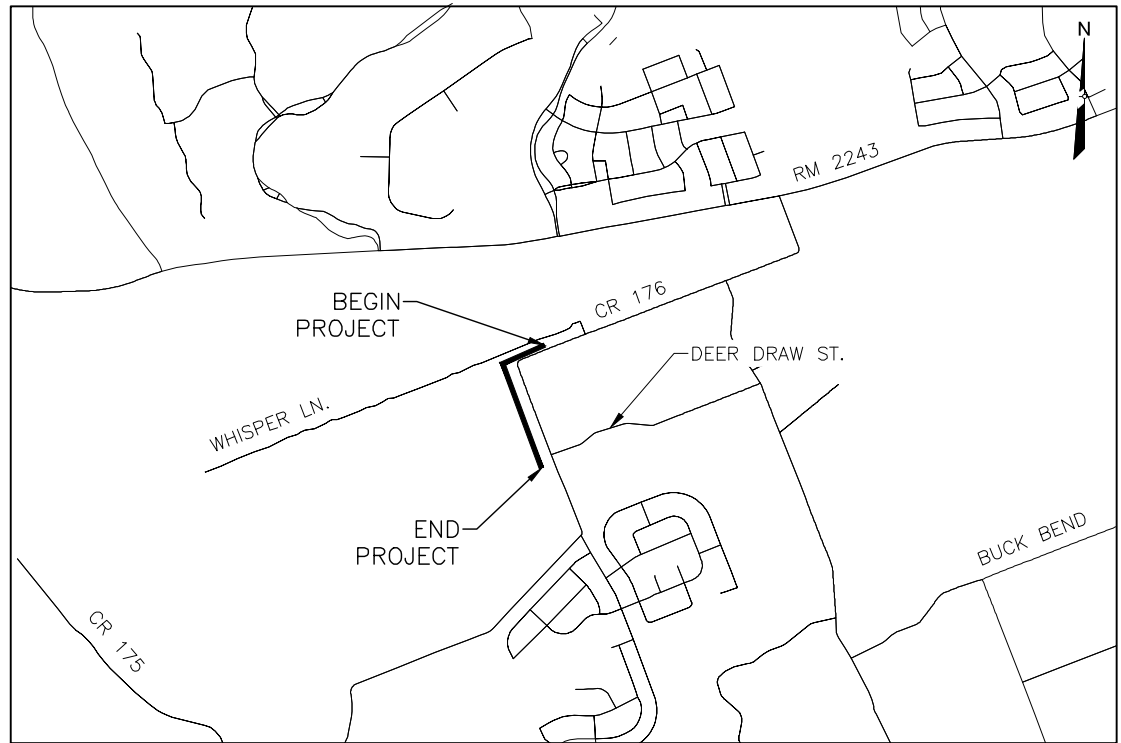
C-001	TITLE SHEET
C-002	CITY OF GEORGETOWN GENERAL NOTES
C-003	CITY OF ROUND ROCK GENERAL NOTES
C-100	KEY MAP
C-101	VALVE AND FIRE HYDRANT ADJUSTMENTS TO GRADE
C-102	BCMUD 24" RAW WATERLINE RELOCATION
C-501	CITY OF GEORGETOWN STANDARD DETAILS - SHEET 1
C-502	CITY OF GEORGETOWN STANDARD DETAILS - SHEET 2
C-503	CITY OF ROUND ROCK STANDARD DETAILS - SHEET 1
C-504	CITY OF ROUND ROCK STANDARD DETAILS - SHEET 2



WILLIAMSON COUNTY
CR 176 AT RM 2243 INTERSECTION
COG AND BCMUD WATER ADJUSTMENTS
AND BCMUD 24" RAW WATERLINE RELOCATION

PROJECT LIMITS: 580 FT SOUTH OF WHISPER LN. TO 300 FT SOUTH OF DEER DRAW ST.

ADJUSTMENT OF EXISTING WATER VALVES, HYDRANTS, AND AIR VALVES TO GRADE
RELOCATION OF EXISTING BCMUD 24" RAW WATERLINE



VICINITY MAP
(NOT TO SCALE)

REV. NO.	REVISION DESCRIPTION	(C)ORRECT, (A)DD, (V)OID SHEET NUMBERS	APPR'D BY:	DATE
1	ADDITIONAL BCMUD WL RELOCATION	(C) C-001, C-100-101 (A) C-003, C-102, C-503-504	LP	9/03/19

OWNER INFORMATION

COG OWNER:
CITY OF GEORGETOWN, TEXAS
300 INDUSTRIAL AVENUE
GEORGETOWN, TEXAS 78626

CONTACT:
MICHAEL HALLMARK
512-930-3569

BCMUD OWNER:
BRUSHY CREEK MUD, TEXAS
16318 GREAT OAKS DRIVE
ROUND ROCK, TEXAS 78681

ALTERNATE CONTACT:
PAUL HANSON
OFFICE: 512-255-7871 EXT: 230
MOBILE: 512-912-6205
PHANSON@BCMUD.ORG

ALTERNATE CONTACT:
BILL CARR
OFFICE: 512-255-7871 EXT: 401
MOBILE: 512-912-6205

DESIGNER:
COBB FENDLEY
505 E. HUNTLAND DR. SUITE 100
AUSTIN, TEXAS 78752

CONTACT:
LANCE PARISHER, P.E.
512-834-9798

SUBMITTED FOR APPROVAL:



JANUARY 11, 2019
LANCE PARISHER, P.E.
COBB FENDLEY, INC. DATE

APPROVALS:

Michael Hallmark 1/21/19
CITY OF GEORGETOWN, TEXAS DATE

BCMUD DATE

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.7277
WWW.COBBFENDLEY.COM

GENERAL NOTES

1.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN STANDARD SPECIFICATIONS.
2.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF GEORGETOWN MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
3.

DESIGN PROCEDURES SHALL BE IN COMPLIANCE WITH THE CITY OF GEORGETOWN ENGINEERING DESIGN GUIDELINES AND UNIFIED DEVELOPMENT CODE. ALL WAIVERS OR VARIANCES ARE LISTED BELOW:
4.

AFTER THE CONSTRUCTION PERMIT HAS BEEN ISSUED AND PRIOR TO THE BEGINNING CONSTRUCTION, THE OWNER OR HIS REPRESENTATIVE SHALL CONVENE A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CITY OF GEORGETOWN, DESIGN ENGINEER, CONTRACTOR(S), WILLIAMSON COUNTY (IF IN THE ETJ), OTHER UTILITY COMPANIES, AND ANY OTHER AFFECTED PARTIES. THE CITY OF GEORGETOWN SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE PROPOSED MEETING TIME (512-930-3569).
5.

THE CONTRACTOR SHALL GIVE THE CITY OF GEORGETOWN CONSTRUCTION INSPECTOR AT LEAST 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
6.

ANY CHANGES OR REVISIONS TO THESE APPROVED PLANS MUST BE SUBMITTED BY THE DESIGN ENGINEER AND APPROVED BY THE CITY OF GEORGETOWN PRIOR TO CONSTRUCTION OF THE REVISION.
7.

ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., NOT PLANNED FOR DESTRUCTION OR REMOVAL OR OTHER PUBLIC INFRASTRUCTURE DAMAGED OR REMOVED WILL BE BY THE CONTRACTOR AT HIS EXPENSE BEFORE ACCEPTANCE OF THE SUBDIVISION.
8.

BENCHMARKS:
SEE "SURVEY CONTROL DATA" PLANS IN "RECONSTRUCTION OF COUNTY ROAD 258, ROADWAY AND DRAINAGE IMPROVEMENTS" PLAN SET FOR BENCHMARK INFORMATION, PREPARED BY:
CIVIL ENGINEERING CONSULTANTS
11550 IH-10 WEST, SUITE 395
SAN ANTONIO, TEXAS 78230
(210) 641-9999
9.

BLASTING OR BURNING SHALL NOT BE PERMITTED ON THIS PROJECT.
10.

THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER IMMEDIATELY. THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR REVISING THE PLANS AS APPROPRIATE AND SUBMITTING A REVISION TO THE CITY. USE ONE CALL UTILITY SYSTEM: DIAL 1-800-344-8377, 48 HOURS BEFORE YOU DIG.
11.

EXCESS SOIL SHALL BE REMOVED AT THE CONTRACTOR'S EXPENSE. NOTIFY THE CITY OF GEORGETOWN IF THE DISPOSAL SITE IS INSIDE THE CITY'S JURISDICTIONAL BOUNDARIES.
12.

ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. REVEGETATION OF ALL DISTURBED AREAS OR EXPOSED AREAS SHALL CONSIST OF SODDING OR SEEDING; AT THE CONTRACTOR'S OPTION.
13.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSPECT TEMPORARY EROSION CONTROLS ON A DAILY BASIS. ADJUST THE CONTROLS AND/OR REMOVE ANY SEDIMENT BUILDUP AS NECESSARY.
14.

CONTRACTOR WILL BE RESPONSIBLE FOR KEEPING ROADS AND DRIVES ADJACENT TO AND NEAR THE SITE FREE FROM SOIL, SEDIMENT AND DEBRIS. CONTRACTOR WILL NOT REMOVE SOIL, SEDIMENT OR DEBRIS FROM ANY AREA OR VEHICLE BY MEANS OF WATER, ONLY SHOVELING AND SWEEPING WILL BE ALLOWED. CONTRACTOR WILL BE RESPONSIBLE FOR DUST CONTROL FROM THE SITE.
15.

PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.
16.

ALL WET UTILITIES SHALL BE INSTALLED AND ALL DENSITIES MUST HAVE PASSED INSPECTIONS(S) PRIOR TO THE INSTALLATION OF DRY UTILITIES.
17.

A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO ANY PARTIAL OR COMPLETE ROADWAY CLOSURES. TRAFFIC CONTROL PLANS SHALL BE SITE SPECIFIC AND BE SEALED BY A REGISTERED TEXAS PROFESSIONAL ENGINEER.

EROSION AND SEDIMENTATION CONTROL NOTES

1.

EROSION CONTROL MEASURES, SITE WORK, AND RESTORATION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN'S SUBDIVISION CODE AND CONSTRUCTION STANDARDS MANUAL, EXCEPT AS NOTED BELOW AND APPROVED BY CITY COUNCIL:
2.

SLOPES SHALL BE SODDED OR SEEDED WITH THE APPROPRIATE GRASS, GRASS MIXTURES, OR GROUND COVER SUITABLE TO THE AREA AND SEASON TO WHICH THEY ARE APPLIED.
3.

SILT FENCES, ROCK BERMS AND SIMILARLY RECOGNIZED TECHNIQUES AND MATERIALS SHALL BE EMPLOYED DURING CONSTRUCTION TO PREVENT POINT SOURCE SEDIMENTATION LOADING OF DOWNSTREAM FACILITIES. SUCH INSTALLATION SHALL BE REGULARLY INSPECTED BY THE CITY OF GEORGETOWN FOR EFFECTIVENESS. ADDITIONAL MEASURES MAY BE REQUIRED IF, IN THE OPINION OF THE CITY ENGINEER, THEY ARE WARRANTED.
4.

ALL TEMPORARY EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL FINAL INSPECTION AND APPROVAL OF THE PROJECT BY THE ENGINEER.
5.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL TEMPORARY EROSION CONTROL STRUCTURES AND TO REMOVE EACH STRUCTURE AS APPROVED BY THE ENGINEER.

WATER NOTES

1.

PIPE MATERIAL FOR WATER MAINS SHALL BE PVC (AWWA C-900 OR AWWA C-905, DR-18, CLASS 150), OR DUCTILE IRON (AWWA C-151, CLASS 350 FOR 12" AND SMALLER AND CLASS 250 FOR 14"-20"). WATER SERVICES (2" OR LESS) SHALL BE POLYETHYLENE TUBING (200 PSI, DR9).
2.

UNLESS OTHERWISE ACCEPTED BY THE CITY ENGINEER, DEPTH OF COVER FOR ALL LINES OUT OF THE PAVEMENT SHALL BE 36" MIN. AND DEPTH OF COVER FOR ALL LINES UNDER PAVEMENT SHALL BE A MIN. OF 36" BELOW SUBGRADE.
3.

WHERE A WATER OR WASTEWATER LINE CROSSES BELOW A STORM SEWER STRUCTURE AND THE TOP OF THE PIPE IS WITHIN 18" OF THE BOTTOM OF THE UTILITY STRUCTURE, THE PIPE SHALL BE ENCASED WITH CONCRETE FOR A DISTANCE OF AT LEAST 1' ON EITHER SIDE OF THE DITCH LINE OF THE UTILITY STRUCTURE OR THE STORM SEWER. CONCRETE ENCASEMENT WILL NOT BE REQUIRED FOR DUCTILE IRON PIPE WITH SIZES LARGER THAN 12". CONCRETE ENCASEMENT SHALL CONFORM TO THE CITY OF GEORGETOWN STANDARD DETAIL.
4.

ALL PIPE BEDDING MATERIAL SHALL CONFORM TO THE CITY OF GEORGETOWN STANDARD DETAIL.
5.

ALL FIRE HYDRANT LEADS SHALL BE DUCTILE IRON PIPE (AWWA C-151, MIN. CLASS 350).
6.

ALL IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH A MINIMUM 8-MIL POLYETHYLENE FILM PRIOR TO PLACING CONCRETE.
7.

THE CONTRACTOR SHALL CONTACT THE CITY INSPECTOR TO COORDINATE UTILITY TIE-INS AND NOTIFY HIM AT LEAST 48 HOURS PRIOR TO CONNECTION TO EXISTING LINES.
8.

THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM QUALITY TESTING FOR ALL WATER PIPE INSTALLED AND PRESSURE PIPE HYDROSTATIC TESTING OF ALL WATER LINES CONSTRUCTED AND SHALL PROVIDE EQUIPMENT INCLUDING PUMPS, GAUGES, SUPPLIES, AND LABOR NECESSARY TO PERFORM THE TESTS. QUALITY AND PRESSURE TESTING SHALL BE MONITORED BY CITY OF GEORGETOWN PERSONNEL. WATER SAMPLES WILL BE COLLECTED BY THE CITY OF GEORGETOWN TO VERIFY EACH TREATED LINE HAS ATTAINED AN INITIAL CHLORINE CONCENTRATION OF 50 PPM.
9.

THE CONTRACTOR SHALL COORDINATE TESTING WITH THE CITY OF GEORGETOWN AND PROVIDE NO LESS THAN 24 HOURS NOTICE PRIOR TO PERFORMING STERILIZATION, QUALITY TESTING OR PRESSURE TESTING.
10.

THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES UNLESS AUTHORIZED BY THE CITY OF GEORGETOWN.
11.

ALL VALVE BOXES AND COVERS SHALL BE CAST IRON.
12.

A DOUBLE CHECK BACKFLOW DEVICE IN A VAULT SHALL BE INSTALLED ADJACENT THE RIGHT OF WAY OR PUBLIC EASEMENT ON PRIVATE PROPERTY ON ALL PRIVATE FIRE LINES.
13.

ALL WATER SERVICE AND VALVE LOCATIONS SHALL BE APPROPRIATELY MARKED AS FOLLOWS:

WATER SERVICE "W" ON TOP OF CURB

VALVE "V" ON FACE OF CURB

14.

THE CONTRACTOR IS HEREBY NOTIFIED THAT CONNECTING TO, SHUTTING DOWN, OR TERMINATING EXISTING UTILITY LINES MAY HAVE TO OCCUR AT OFF-PEAK HOURS. SUCH HOURS ARE USUALLY OUTSIDE NORMAL WORKING HOURS AND POSSIBLY BETWEEN 12 A.M. AND 6 A.M.
15.

ALL FIRE HYDRANTS SHALL BE NATIONAL STANDARD HOSE THREAD.
16.

ALL MATERIAL TESTS, INCLUDING SOIL DENSITY TESTS AND RELATED SOIL ANALYSIS, SHALL BE ACCOMPLISHED BY AN INDEPENDENT LABORATORY FUNDED BY THE DEVELOPER IN ACCORDANCE WITH THE SPECIFICATIONS.
17.

THRUST BLOCKING AS REQUIRED BY DETAIL W11 SHALL BE SUBSIDIARY TO COST OF PIPE.

SURVEY NOTES

1.

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD-83(93). ALL DISTANCES AND COORDINATES ARE ADJUSTED TO THE SURFACE BY THE PROJECT SURFACE ADJUSTMENT FACTOR OF 0.99988.

APPROVED BY:

DATE

REVISION DESCRIPTION

REV. NO.

CobbFendley

THE TEXAS ENGINEERING BOARD
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

CITY OF GEORGETOWN
GENERAL NOTES

OR 176 AT RM 2243 INTERSECTION
GEORGETOWN, TEXAS

WILLIAMSON
COUNTY
1848

PROJ. NO. 1703-011-03
DESIGN: K. VAN HOOSIER
DRAWN: K. VAN HOOSIER
CHECK: L. PRINCE
APPR: L. PARISHER
DATE: JULY 24, 2019

STATE OF TEXAS

JAMES LANCE PARISHER

106221

REGISTERED PROFESSIONAL ENGINEER

AUGUST 15, 2019

THESE DESIGN DOCUMENTS ARE NOT TO BE
USED FOR CONSTRUCTION PRIOR TO
REGULATORY SIGNATURE AND PERMIT.

SHEET
C-002
2 OF 10

GENERAL NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ROUND ROCK STANDARD SPECIFICATIONS MANUAL.
- ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., NOT PLANNED FOR DESTRUCTION OR REMOVAL THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED AT HIS EXPENSE.
- THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER WHO SHALL BE RESPONSIBLE FOR REVISING THE PLANS ARE APPROPRIATE.
- MANHOLE FRAMES, COVERS, VALVES, CLEANOUTS, ETC. SHALL BE RAISED TO FINISHED GRADE PRIOR TO FINAL PAVING CONSTRUCTION.
- THE CONTRACTOR SHALL GIVE THE BRUSHY CREEK MUD 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION. TELEPHONE: 512-255-7871 EXT: 230.
- ~~ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. REVEGETATION OF ALL DISTURBED OR EXPOSED AREAS SHALL CONSIST OF SOILING OR SEEDING, AT THE CONTRACTOR'S OPTION. HOWEVER, THE TYPE OF REVEGETATION MUST EQUAL OR EXCEED THE TYPE OF VEGETATION PRESENT BEFORE CONSTRUCTION.~~
- PRIOR TO ANY CONSTRUCTION, THE ENGINEER SHALL CONVENE A PRECONSTRUCTION CONFERENCE BETWEEN THE CITY OF ROUND ROCK, HIMSELF, THE CONTRACTOR, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE.
- THE CONTRACTOR AND THE ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. THE ENGINEER SHALL FURNISH THE CITY OF ROUND ROCK ACCURATE "AS-BUILT" DRAWINGS FOLLOWING COMPLETION OF ALL CONSTRUCTION. THESE "ASBUILT" DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT PRIOR TO FINAL ACCEPTANCE.
- THE ROUND ROCK CITY COUNCIL SHALL NOT BE PETITIONED FOR ACCEPTANCE UNTIL ALL NECESSARY EASEMENT DOCUMENTS HAVE BEEN SIGNED AND RECORDED.
- WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINED HIS WORK TO WITHIN THE PERMANENT AND ANY TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE CITY ENGINEER.
- PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.

TRENCH SAFETY

- IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE U. S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, ALL TRENCHES OVER 5 FEET IN DEPTH IN EITHER HARD AND COMPACT OR SOFT AND UNSTABLE SOIL SHALL BE SLOPED,SHORED, SHEETED, BRACED OR OTHERWISE SUPPORTED. FURTHERMORE, ALL TRENCHES LESS THAN 5 FEET IN DEPTH SHALL ALSO BE EFFECTIVELY PROTECTED WHEN HAZARDOUS GROUND MOVEMENT MAY BE EXPECTED. TRENCH SAFETY SYSTEMS TO BE UTILIZED FOR EACH PROJECT WILL BE PROVIDED TO CONTRACTOR.
- IN ACCORDANCE WITH THE U. S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, WHEN PERSONS ARE IN TRENCHES 4 FEET DEEP OR MORE, ADEQUATE MEANS OF EXIT,SUCH AS A LADDER OR STEPS, MUST BE PROVIDED AND LOCATED SO AS TO REQUIRE NO MORE THAN 25 FEET OF LATERAL TRAVEL.
- IF TRENCH SAFETY SYSTEM DETAILS WERE NOT PROVIDED IN THE PLANS BECAUSE TRENCHES WERE ANTICIPATED TO BE LESS THAN5 FEET IN DEPTH AND DURING CONSTRUCTION IT IS FOUND THAT TRENCHES ARE IN FACT 5 FEET OR MORE IN DEPTH OR TRENCHES LESS THAN 5 FEET IN DEPTH ARE IN AN AREA WHERE HAZARDOUS GROUND MOVEMENT IS EXPECTED, ALL CONSTRUCTION SHALL CEASE,THE TRENCHED AREA SHALL BE BARRICADED AND THE ENGINEER NOTIFIED IMMEDIATELY. CONSTRUCTION SHALL NOT RESUME UNTIL APPROPRIATE TRENCH SAFETY SYSTEM DETAILS, AS DESIGNED BY A PROFESSIONAL ENGINEER, ARE RETAINED AND COPIES SUBMITTED TO THE CITY OF ROUND ROCK.

STREET AND DRAINAGE

- ALL TESTING SHALL BE DONE BY AN INDEPENDENT LABORATORY AT THE OWNER'S EXPENSE. ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR. A CITY INSPECTOR SHALL BE PRESENT DURING ALL TESTS. TESTING SHALL BE COORDINATED WITH THE CITY INSPECTOR AND HE SHALL BE GIVEN A MINIMUM OF 24 HOURS NOTICE PRIOR TO ANY TESTING. TELEPHONE 218-5555 (INSPECTIONS).
- BACKFILL BEHIND THE CURB SHALL BE COMPACTED TO OBTAIN A MINIMUM OF 95%MAXIMUM DENSITY TO WITHIN 3" OF TOP OF CURB. MATERIAL USED SHALL BE PRIMARILY GRANULAR WITH NO ROCKS LARGER THAN 6" IN THE GREATEST DIMENSION. THE REMAINING 3" SHALL BE CLEAN TOPSOIL FREE FROM ALL CLODS AND SUITABLE FOR SUSTAINING PLANT LIFE.
- DEPTH OF COVER FOR ALL CROSSINGS UNDER PAVEMENT INCLUDING GAS, ELECTRIC, TELEPHONE, CABLE TV, WATER SERVICES, ETC., SHALL BE A MINIMUM OF 30" BELOW SUBGRADE.

WATER AND WASTEWATER

- PIPE MATERIAL FOR WATER MAINS SHALL BE PVC (AWWA C-900, MIN. CLASS 200), OR DUCTILE IRON (AWWA C-100, MIN. CLASS 200). WATER SERVICES (2" OR LESS) SHALL BE POLYETHYLENE TUBING (BLACK, 200 PSI, DR 9).
- PIPE MATERIAL FOR PRESSURE WASTEWATER MAINS SHALL BE PVC (AWWA C-900, MIN. CLASS 150), OR DUCTILE IRON (AWWA C-100, MIN. CLASS 200). PIPE MATERIAL FOR GRAVITY WASTEWATER MAINS SHALL BE PVC (ASTM D2241 OR D3034, MAX. DR-26), DUCTILE IRON (AWWA C-100, MIN. CLASS 200).
- UNLESS OTHERWISE ACCEPTED BY THE CITY ENGINEER, DEPTH OF COVER FOR ALL LINES OUT OF THE PAVEMENT SHALL BE 42" MIN., AND DEPTH OF COVER FOR ALL LINES UNDER PAVEMENT SHALL BE A MIN. OF 30" BELOW SUBGRADE.
- ALL FIRE HYDRANT LEADS SHALL BE DUCTILE IRON PIPE (AWWA C-100, MIN. CLASS 200).
- ALL IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH MINIMUM 8-MIL POLYETHYLENE AND SEALED WITH DUCT TAPE OR EQUAL ACCEPTED BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL CONTACT BUSHY CREEK MUD TO COORDINATE UTILITY TIE-INS AND NOTIFY AT LEAST 48 HOURS PRIOR TO CONNECTING TO EXISTING LINES.
- ALL MANHOLES SHALL BE CONCRETE WITH CAST IRON RING AND COVER. ALL MANHOLES LOCATED OUTSIDE OF THE PAVEMENT SHALL HAVE BOLTED COVERS. TAPPING OF FIBERGLASS MANHOLES

SHALL NOT BE ALLOWED.

- ~~THE CONTRACTOR MUST OBTAIN A BULK WATER PERMIT OR PURCHASE AND INSTALL A WATER METER FOR ALL WATER USED DURING CONSTRUCTION. A COPY OF THIS PERMIT MUST BE CARRIED AT ALL TIMES BY ALL WHO USE WATER.~~
- ~~LINE FLUSHING OR ANY ACTIVITY USING A LARGE QUANTITY OF WATER MUST BE SCHEDULED WITH THE WATER & WASTEWATER SUPERINTENDENT, TELEPHONE 218-5555.~~
- ~~THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM STERILIZATION OF ALL POTABLE WATER LINES CONSTRUCTED AND SHALL PROVIDE ALL EQUIPMENT (INCLUDING TEST GAUGES), SUPPLIES (INCLUDING CONCENTRATED CHLORINE DISINFECTING MATERIAL), AND NECESSARY LABOR REQUIRED FOR THE STERILIZATION PROCEDURE. THE STERILIZATION PROCEDURE SHALL BE MONITORED BY CITY OF ROUND ROCK PERSONNEL. WATER SAMPLES WILL BE COLLECTED BY THE CITY OF ROUND ROCK TO VERIFY EACH TREATED LINE HAS ACHIEVED AN INITIAL CHLORINE CONCENTRATION OF 50 PPM. WHERE MEANS OF FLUSHING IS NECESSARY, THE CONTRACTOR, AT HIS EXPENSE, SHALL PROVIDE FLUSHING DEVICES AND REMOVE SAID DEVICES PRIOR TO FINAL ACCEPTANCE BY THE CITY OF ROUND ROCK.~~
- ~~SAMPLING TAPS SHALL BE BROUGHT UP TO 3 FEET ABOVE GRADE AND SHALL BE EASILY ACCESSIBLE FOR CITY PERSONNEL. AT THE CONTRACTOR'S REQUEST, AND IN HIS PRESENCE, SAMPLES FOR BACTERIOLOGICAL TESTING WILL BE COLLECTED BY THE CITY OF ROUND ROCK NOT LESS THAN 24 HOURS AFTER THE TREATED LINE HAS BEEN FLUSHED OF THE CONCENTRATED CHLORINE SOLUTION AND CHARGED WITH WATER APPROVED BY THE CITY. THE CONTRACTOR SHALL SUPPLY A CHECK OR MONEY ORDER, PAYABLE TO THE CITY OF ROUND ROCK, TO COVER THE FEE CHARGED FOR TESTING EACH WATER SAMPLE. CITY OF ROUND ROCK FEE AMOUNTS MAY BE OBTAINED BY CALLING THE ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT AT 218-5555.~~
- THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM QUALITY TESTING FOR ALL WASTEWATER PIPE INSTALLED AND PRESSURE PIPE HYDROSTATIC TESTING OF ALL WATER LINES CONSTRUCTED AND SHALL PROVIDE ALL EQUIPMENT (INCLUDING PUMPS AND GAUGES), SUPPLIES AND LABOR NECESSARY TO PERFORM THE TESTS. QUALITY AND PRESSURE TESTING SHALL BE MONITORED BY BRUSHY CREEK MUD PERSONNEL.
- THE CONTRACTOR SHALL COORDINATE TESTING WITH THE BRUSHY CREEK MUD INSPECTOR AND PROVIDE NO LESS THAN 24 HOURS NOTICE PRIOR TO PERFORMING STERILIZATION, QUALITY TESTING OR PRESSURE TESTING.
- THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES UNLESS AUTHORIZED BY BRUSHY CREEK MUD.
- ALL VALVE BOXES AND COVERS SHALL BE CAST IRON.
- ALL WATER SERVICE, WASTEWATER SERVICE AND VALVE LOCATIONS SHALL BE APPROPRIATELY MARKED AS FOLLOWS:

WATER SERVICE "W" ON TOP OF CURB
WASTEWATER SERVICE "S" ON TOP OF CURB
VALVE "V" ON FACE OF CURB

TOOLS FOR MARKING THE CURB SHALL BE PROVIDED BY THE CONTRACTOR. OTHER APPROPRIATE MEANS OF MARKING SERVICE AND VALVE LOCATIONS SHALL BE PROVIDED IN AREAS WITHOUT CURBS. SUCH MEANS OF MARKING SHALL BE AS SPECIFIED BY THE ENGINEER AND ACCEPTED BY THE CITY OF ROUND ROCK.

- CONTACT CITY OF ROUND ROCK ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT AT 218-5555 FOR ASSISTANCE IN OBTAINING EXISTING WATER AND WASTEWATER LOCATIONS.
- THE CITY OF ROUND ROCK FIRE DEPARTMENT SHALL BE NOTIFIED 48 HOURS PRIOR TO TESTING OF ANY BUILDING SPRINKLER PIPING IN ORDER THAT THE FIRE DEPARTMENT MAY MONITOR SUCH TESTING.
- SAND, AS DESCRIBED IN SPECIFICATION ITEM 510 PIPE, SHALL NOT BE USED AS BEDDING FOR WATER AND WASTEWATER LINES. ACCEPTABLE BEDDING MATERIALS ARE PIPE BEDDING STONE, PEA GRAVEL AND IN LIEU OF SAND, A NATURALLY OCCURRING OR MANUFACTURED STONE MATERIAL CONFORMING TO ASTM C33 FOR STONE QUALITY AND MEETING THE FOLLOWING GRADATION SPECIFICATION:

<u>SIEVE SIZE</u>	<u>PERCENT RETAINED BY WEIGHT</u>
1/2"	0
3/8"	0-2
#4	40-85
#10	95-100

- THE CONTRACTOR IS HEREBY NOTIFIED THAT CONNECTING TO, SHUTTING DOWN, OR TERMINATING EXISTING UTILITY LINES MAY HAVE TO OCCUR AT OFF-PEAK HOURS. SUCH HOURS ARE USUALLY OUTSIDE NORMAL WORKING HOURS AND POSSIBLY BETWEEN 12 A.M. AND 6 A.M.
- ALL WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REGULATIONS, 30 TAC CHAPTER 213 AND 317, AS APPLICABLE. WHENEVER TCEQ AND CITY OF ROUND ROCK SPECIFICATIONS CONFLICT, THE MORE STRINGENT SHALL APPLY.

TRAFFIC MARKING NOTES

- ANY METHODS, STREET MARKINGS AND SIGNAGE NECESSARY FOR WARNING MOTORISTS, WARNING PEDESTRIANS OR DIVERTING TRAFFIC DURING CONSTRUCTION SHALL CONFORM TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. LATEST EDITION.
- ALL PAVEMENT MARKINGS, MARKERS, PAINT, TRAFFIC BUTTONS, TRAFFIC CONTROLS AND SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES AND, THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITIONS.

EROSION AND SEDIMENTATION CONTROL NOTES

- EROSION CONTROL MEASURES, SITE WORK AND RESTORATION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF ROUND ROCK EROSION AND SEDIMENTATION CONTROL ORDINANCE.
- ALL SLOPES SHALL BE SODDED OR SEEDED WITH APPROVED GRASS, GRASS MIXTURES OR GROUND COVER SUITABLE TO THE AREA AND SEASON IN WHICH THEY ARE APPLIED.
- SILT FENCES, ROCK BERMS, SEDIMENTATION BASINS AND SIMILARLY RECOGNIZED TECHNIQUES AND MATERIALS SHALL BE EMPLOYED DURING CONSTRUCTION TO PREVENT POINT SOURCE SEDIMENTATION LOADING OF DOWNSTREAM FACILITIES. SUCH INSTALLATION SHALL BE REGULARLY INSPECTED BY THE CITY OF ROUND ROCK FOR EFFECTIVENESS. ADDITIONAL MEASURES MAY BE REQUIRED IF, IN THE OPINION OF THE CITY ENGINEER, THEY ARE WARRANTED.

- ALL TEMPORARY EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL FINAL INSPECTION AND APPROVAL OF THE PROJECT BY THE ENGINEER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL TEMPORARY EROSION CONTROL STRUCTURES AND TO REMOVE EACH STRUCTURE AS APPROVED BY THE ENGINEER.
- ALL MUD, DIRT, ROCKS, DEBRIS, ETC., SPILLED, TRACKED OR OTHERWISE DEPOSITED ON EXISTING PAVED STREETS, DRIVES AND AREAS USED BY THE PUBLIC SHALL BE CLEANED UP IMMEDIATELY.

WATER SHUT-OUT SCHEDULE

- CONTRACTOR SHALL COORDINATE WITH BCMUD PRIOR TO TIE-IN OF PROPOSED WATERLINE TO EXISTING WATERLINE. CONTRACTOR SHALL NOTIFY BCMUD AT LEAST 48 HOURS PRIOR TO CONNECTION. TIE-IN SHALL BE MADE M-F BETWEEN 9AM-4PM. WATERLINE CAN BE SHUT OFF FOR NO MORE THAN 8 HOURS. COORDINATE FOR BCMUD 4" CARV CONNECTION AND 24" RAW WATERLINE TIE-INS TO BE COMPLETED WITHIN ONE 8-HOUR SHUT-OUT PERIOD.

BCMUD 24" CONNECTION TO EXISTING RAW WATER LINE

- THE PROPOSED BCMUD 24" RAW WATER LINE RELOCATION WILL BE COMPLETELY INSTALLED AND TESTED TO THE EXTENT POSSIBLE PRIOR TO TAKING THE RAW WATER LINE OUT OF SERVICE TO MAKE THE CONNECTIONS TO THE EXISTING LINE.
- ALSO, PRIOR TO TAKING THE LINE OUT OF SERVICE, THE CONTRACTOR SHALL HAVE EXPOSED THE EXISTING LINE AT THE CONNECTION POINTS, MAKE NECESSARY MEASUREMENTS AND HAVE ONSITE AND ASSEMBLED TO THE EXTENT POSSIBLE THE PIPE, ADAPTORS, MEGA LUGS AND FITTINGS NECESSARY TO MAKE THE CONNECTIONS AT EACH END OF THE RAW WATER LINE. ALL EQUIPMENT REQUIRED TO FACILITATE THE CONNECTION, SUCH AS PUMPS FOR DEWATERING THE LINE, AND EQUIPMENT FOR LIFTING AND PLACING PIPE, SHALL BE ON SITE AT THE CONNECTION LOCATION PRIOR TO REMOVAL FROM SERVICE.
- THE CONTRACTOR SHALL SUBMIT A PLAN DETAILING THEIR PROCEDURES, PROPOSED METHODS, EQUIPMENT AND MATERIALS TO INCLUDE THESE ITEMS ABOVE FOR REVIEW AND APPROVAL PRIOR TO PROCEEDING WITH MAKING THIS CONNECTION.
- THE PORTION OF THE RAW WATER LINE WHERE THE CONNECTION WILL BE MADE WILL BE TAKEN OUT OF SERVICE BY CLOSING ISOLATION VALVES. ONE VALVE IS LOCATED TO THE SOUTH IN THE PARKSIDE AREA AND ANOTHER VALVE IS LOCATED IN THE PORTION OF THE RAW WATER LINE THAT RUNS PARALLEL TO FM 2243 (ABOUT MID-WAY IN THE RUN PARALLEL TO RM 2243).
- THE BCMUD 24" RAW WATER LINE CAN BE OUT OF SERVICE FOR NO MORE THAN 8-HRS, BETWEEN THE HOURS OF 9 AM AND 4 PM.
- AT THE LOCATION WHERE THE CONNECTIONS WILL BE MADE, THE EXISTING LINE WILL BE CUT TO ESTABLISH A PLAIN END OF PIPE, AND A 45 DEGREE BEND FITTING WILL BE PLACED ON THE PLAIN END TO CONNECT TO THE NEW PIPE. JOINT RESTRAINT WILL BE PROVIDED BY LOCKING GASKETS OR MEGA LUGS. FLANGE COUPLING ADAPTORS WILL ALSO BE ACCEPTABLE. ALL NUTS AND BOLTS WILL BE STAINLESS STEEL WITH ISOLATION AS APPROPRIATE TO RESIST CORROSION. WHERE EXISTING PIPE SEGMENTS MUST BE RESTRAINED TO ACHIEVE THE PROPER RESTRAINED LENGTH, A THRUST HARNESS MAY BE USED AGAIN WITH STAINLESS STEEL HARDWARE.
- THE NEW LINE SEGMENT SHALL BE FLUSHED TO REMOVE ANY SEDIMENT AND DEBRIS AND SUCCESSFULLY PRESSURE TESTED PRIOR TO PLACING IN SERVICE.

USE CITY OF ROUND ROCK GENERAL NOTES, STANDARD DETAILS, AND SPECIFICATIONS FOR WORK PERTAINING TO BRUSHY CREEK MUD, INCLUDING 4" COMB ARV ON C-101 AND RAW WATERLINE ON C-102

APPROVED BY: LP

DATE: 9/20/19

REVISION DESCRIPTION

ADDED NEW SHEET

REV. NO.

DATE

CobbFendley

11000 FM 2243, SUITE 100
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

CITY OF ROUND ROCK

GENERAL NOTES

CR 176 AT RM 2243 INTERSECTION
GEORGETOWN, TEXAS



WILLIAMSON
COUNTY
1848

PROJ. NO. 1703-011-03
DESIGN: K. VAN HOOSIER
DRAWN: K. VAN HOOSIER
CHECK: L. PRINCE
APPR: L. PARISHER
DATE: JULY 24, 2019



JAMES LANCE PARISHER
106221
PROFESSIONAL ENGINEER

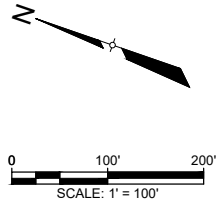
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C-003

3 OF 10



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1	ADDED NEW SHEET	LP	7/22/19



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KEY MAP

CR 176 AT RM 2243 INTERSECTION
 GEORGETOWN, TEXAS



WILLIAMSON COUNTY
 1848

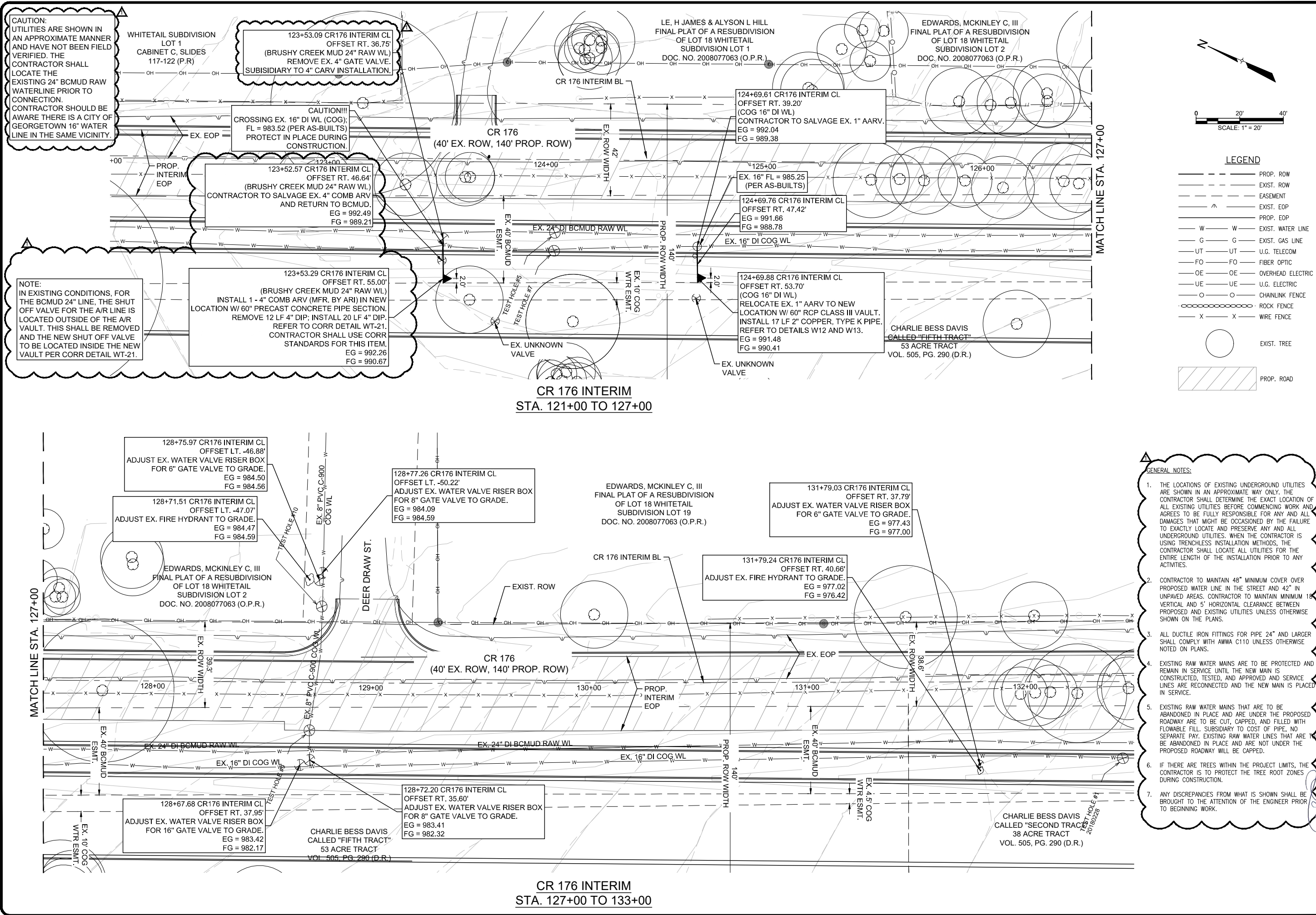
PROJ. NO. 1703-011-03
 DESIGN: K. VAN HOOSIER
 DRAWN: K. VAN HOOSIER
 CHECK: L. PRINCE
 APPR: L. PARSHER
 DATE: JULY 24, 2019



AUGUST 15, 2019

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C-100
 4 of 10



REV. NO.	DATE	APPROVED BY	REVISION DESCRIPTION
1	9/20/19	LP	ADJUSTED CALLOUT AND NOTES

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WILLIAMSON COUNTY
1848

PROJ. NO. 1703-011-03
DESIGN: K. VAN HOOSIER
DRAWN: K. VAN HOOSIER
CHECK: L. PRINCE
APPR: L. PARISH
DATE: JULY 24, 2018

SEAL OF TEXAS
K. VAN HOOSIER
106221
PROFESSIONAL ENGINEER
SEPTEMBER 20, 2019

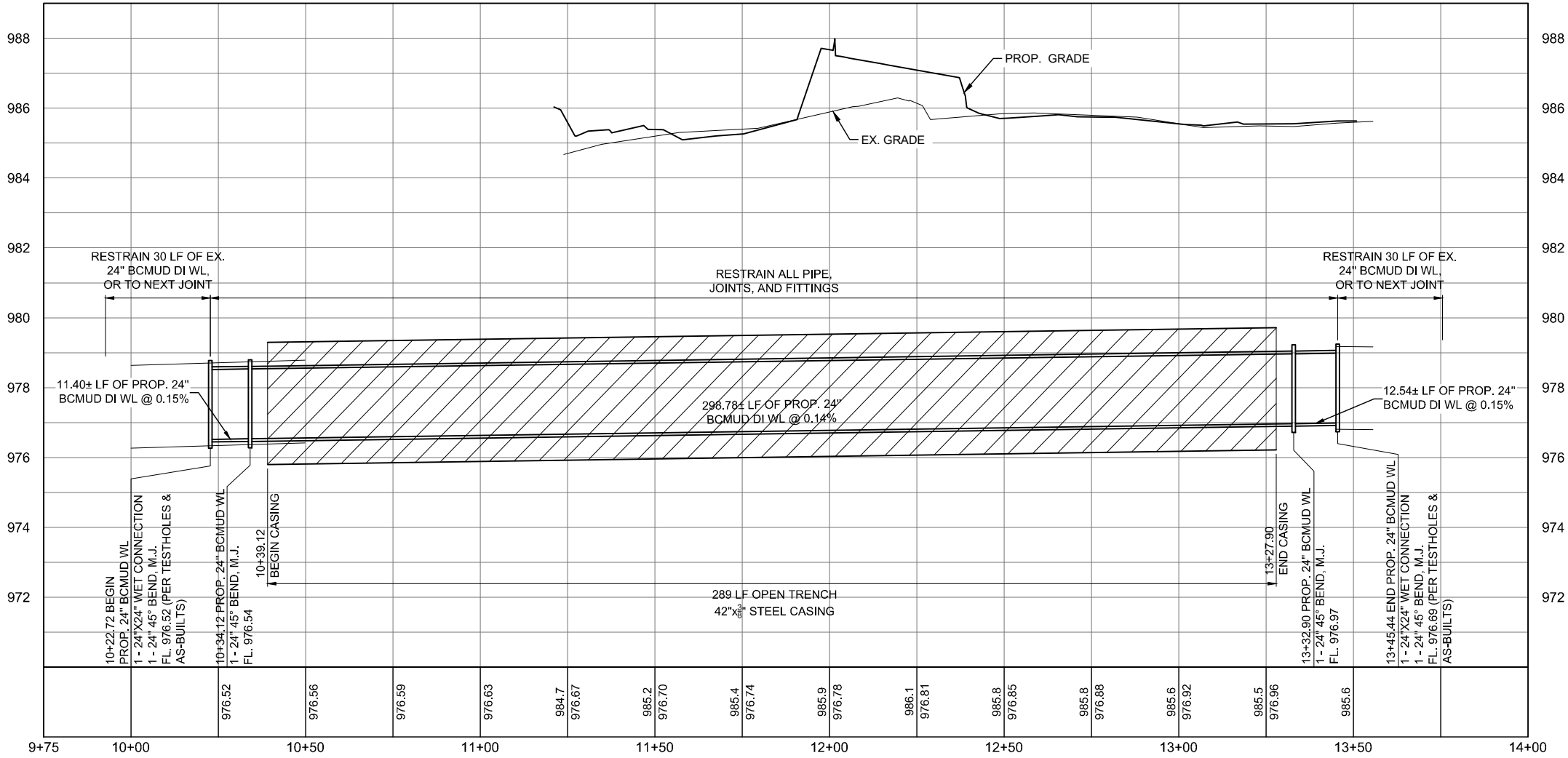
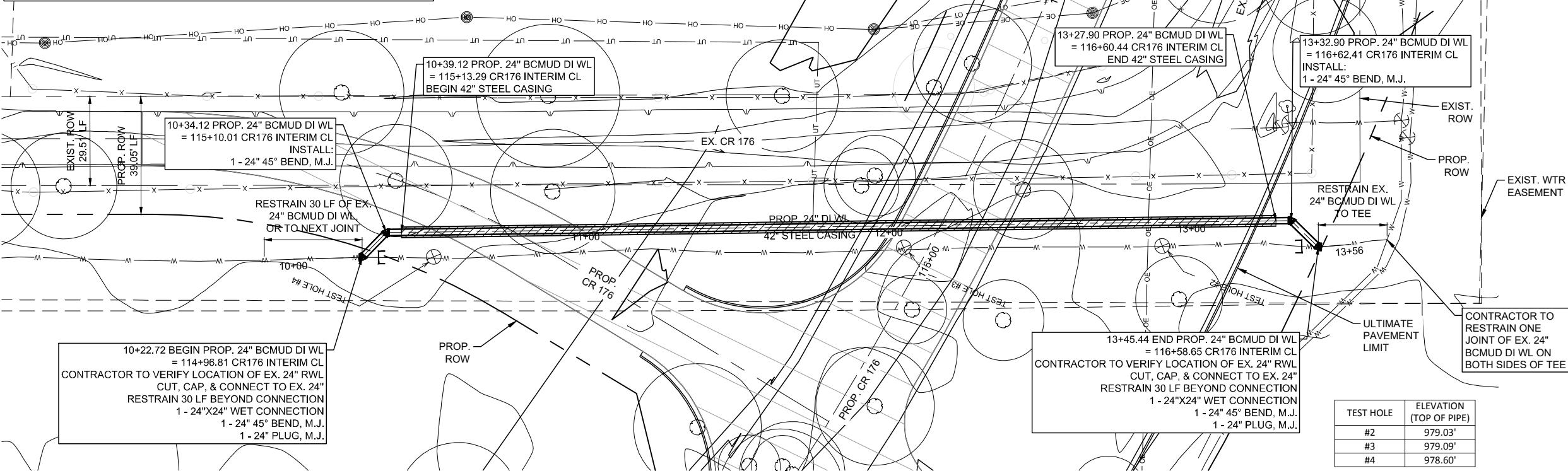
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C-101
5 of 10

VALVE AND FIRE HYDRANT ADJUSTMENTS TO GRADE

CR 176 AT RM 2243 INTERSECTION
GEORGETOWN, TEXAS

NOTE:
ALL NUTS AND BOLTS WILL BE STAINLESS STEEL WITH ISOLATION AS APPROPRIATE TO RESIST CORROSION. WHERE EXISTING PIPE SEGMENTS MUST BE RESTRAINED TO ACHIEVE THE PROPER RESTRAINED LENGTH, A THRUST HARNESS MAY BE USED WITH STAINLESS STEEL HARDWARE.



GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. CONTRACTOR TO MAINTAIN 48" MINIMUM COVER OVER PROPOSED WATER LINE IN THE STREET AND 42" IN UNPAVED AREAS. CONTRACTOR TO MAINTAIN MINIMUM 18" VERTICAL AND 5' HORIZONTAL CLEARANCE BETWEEN PROPOSED AND EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE PLANS.
3. ALL DUCTILE IRON FITTINGS FOR PIPE 24" AND LARGER SHALL COMPLY WITH AWWA C110 UNLESS OTHERWISE NOTED ON PLANS.
4. EXISTING RAW WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW MAIN IS CONSTRUCTED, TESTED, AND APPROVED AND SERVICE LINES ARE RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
5. EXISTING RAW WATER MAINS THAT ARE TO BE ABANDONED IN PLACE AND ARE UNDER THE PROPOSED ROADWAY ARE TO BE CUT, CAPPED, AND FILLED WITH FLOWABLE FILL. SUBSIDIARY TO COST OF PIPE, NO SEPARATE PAY. EXISTING RAW WATER LINES THAT ARE TO BE ABANDONED IN PLACE AND ARE NOT UNDER THE PROPOSED ROADWAY WILL BE CAPPED.
6. IF THERE ARE TREES WITHIN THE PROJECT LIMITS, THE CONTRACTOR IS TO PROTECT THE TREE ROOT ZONES DURING CONSTRUCTION.
7. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BEGINNING WORK.

EXISTING
GRADE
FLOW LINE
OF PIPE

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

APPROVED
DATE
7/22/19

REVISION DESCRIPTION
NO. 1
ADDED NEW SHEET

CobbFendley
THE ENGINEERS
505 EAST HUNTLAND DRIVE, SUITE 100
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BCMUD 24" RAW WL RELOCATION

CR 176 AT RM 2243 INTERSECTION
GEORGETOWN, TEXAS

WILLIAMSON COUNTY
1848

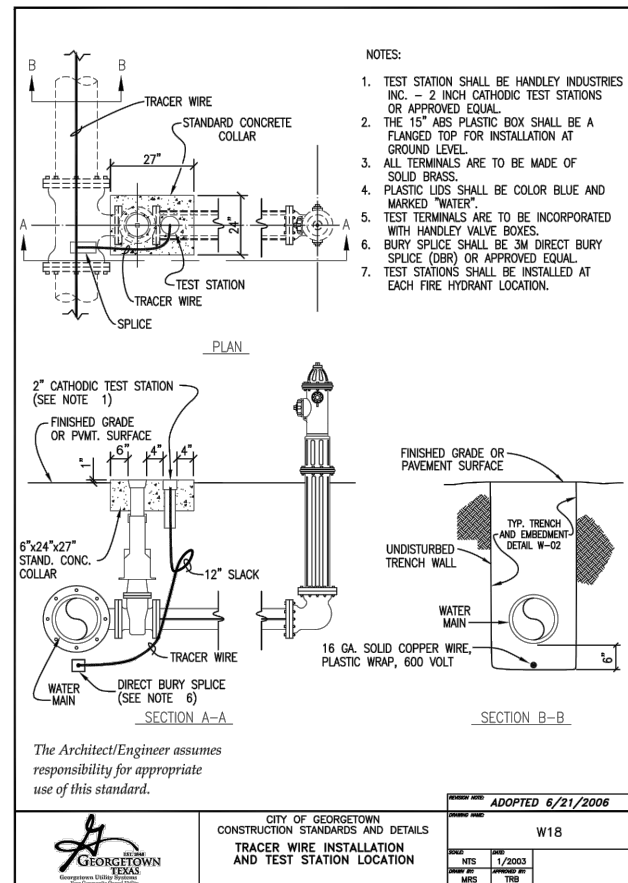
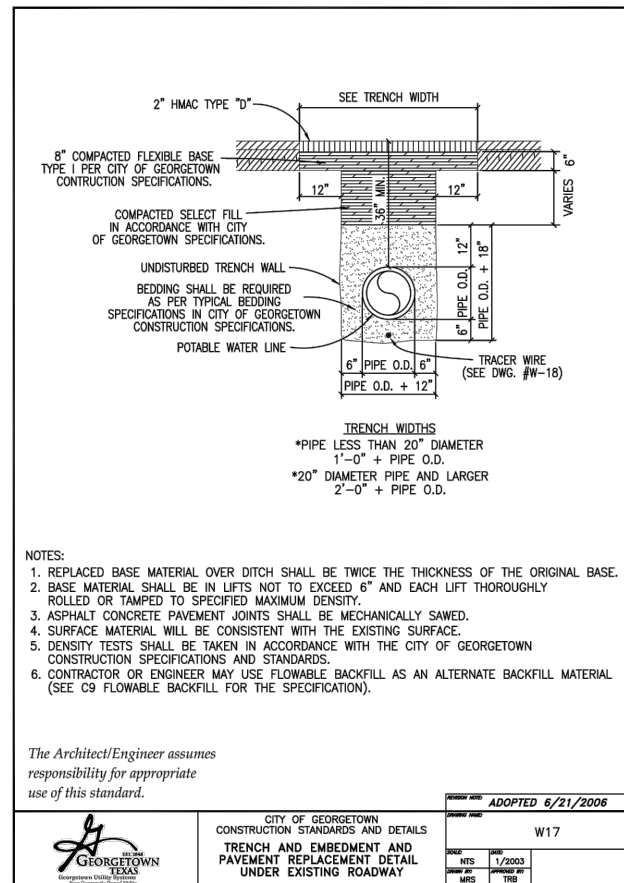
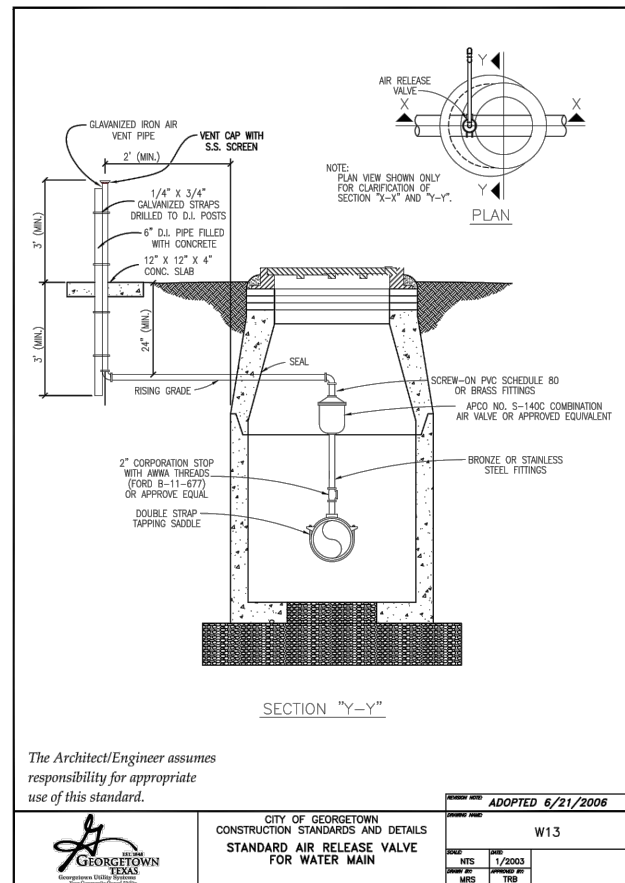
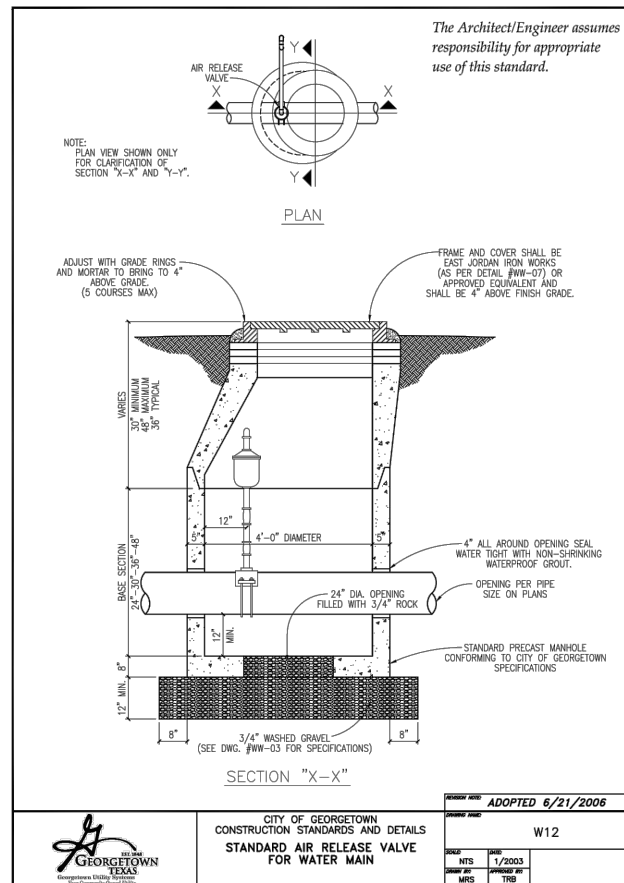
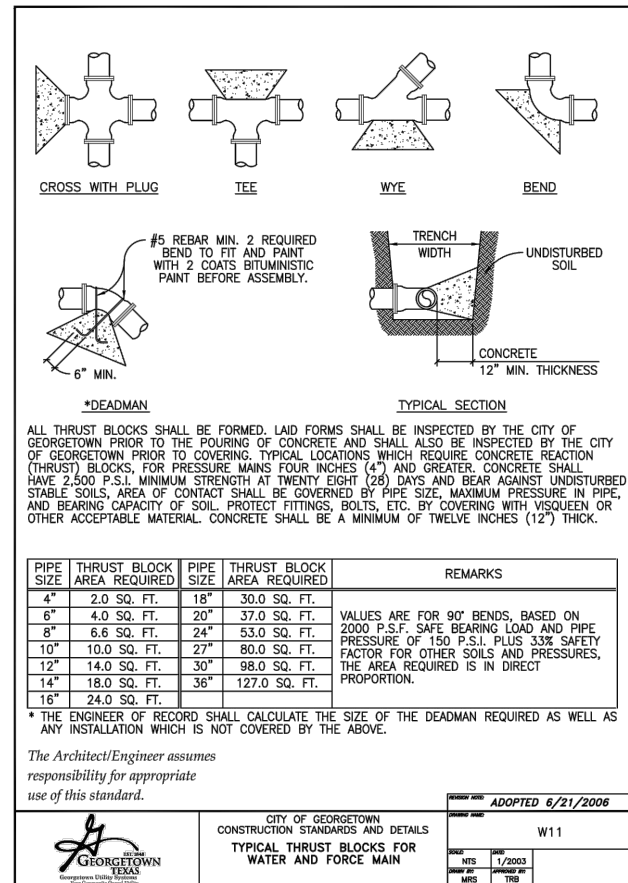
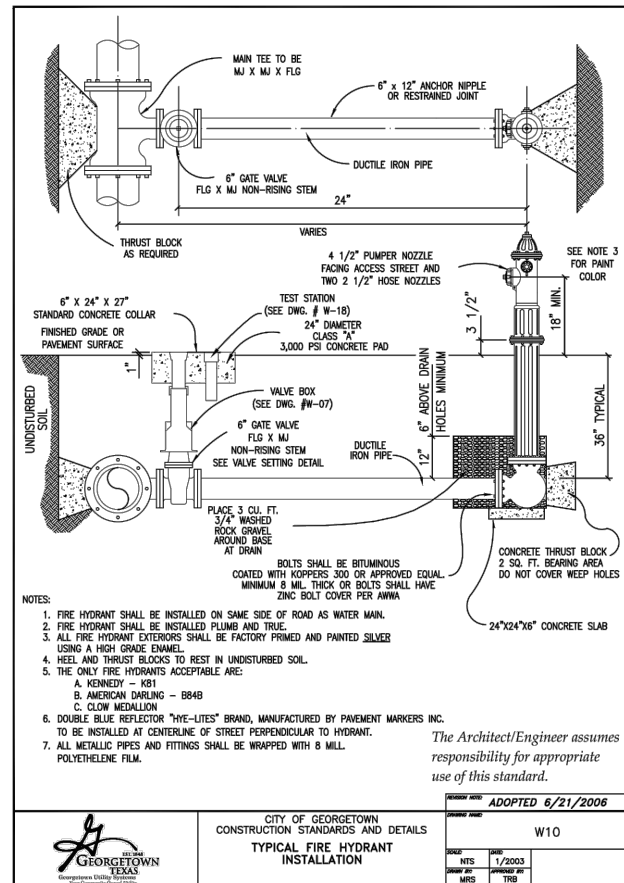
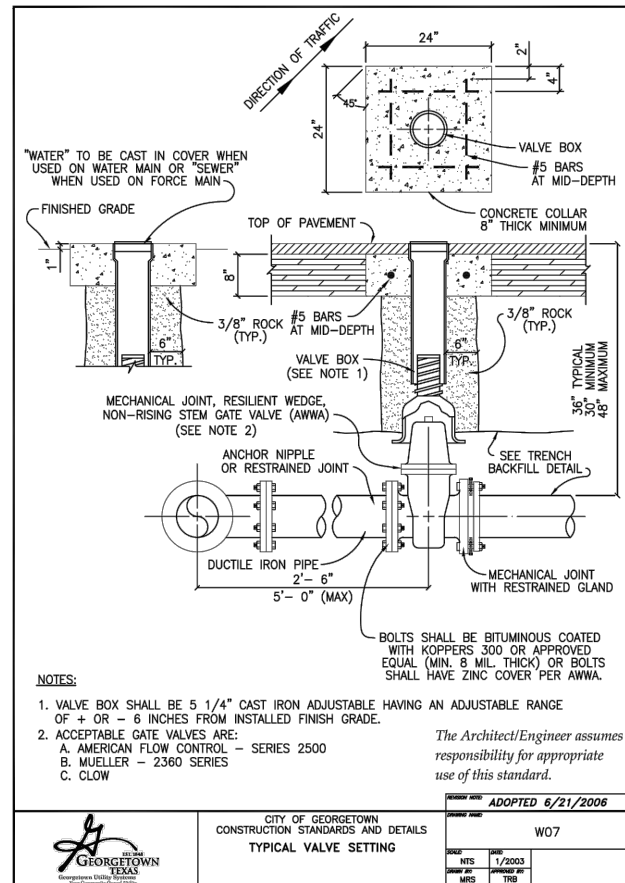
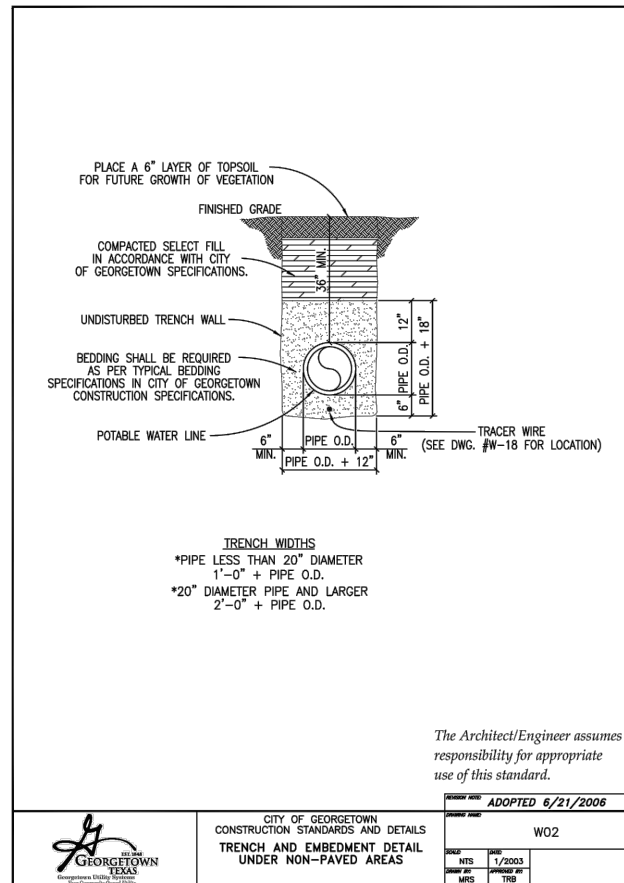
PROJ. NO. 1703-011-03
DESIGN: K. VAN HOOSIER
DRAWING: K. VAN HOOSIER
CHECK: L. PRINCE
APPR: L. PARISHER
DATE: JULY 24, 2019

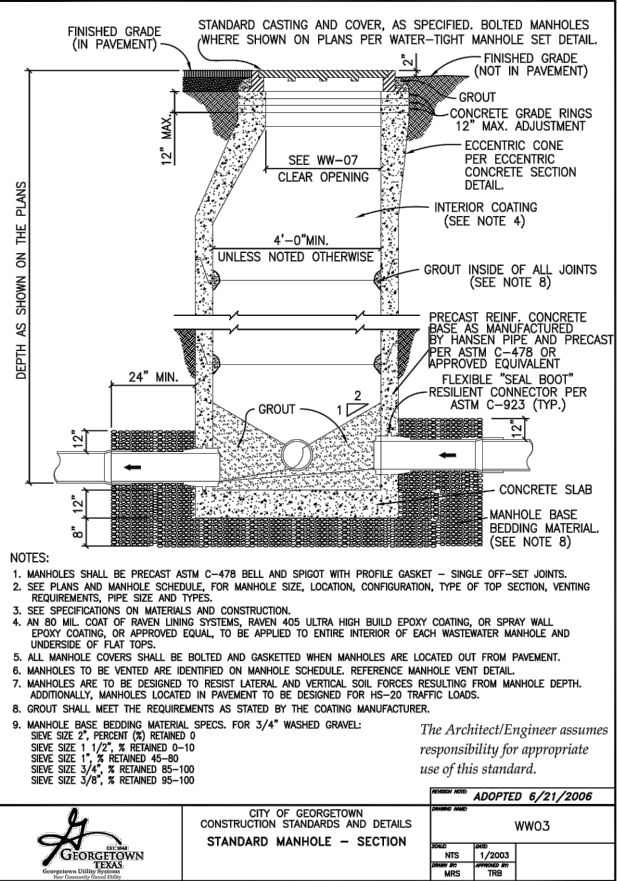
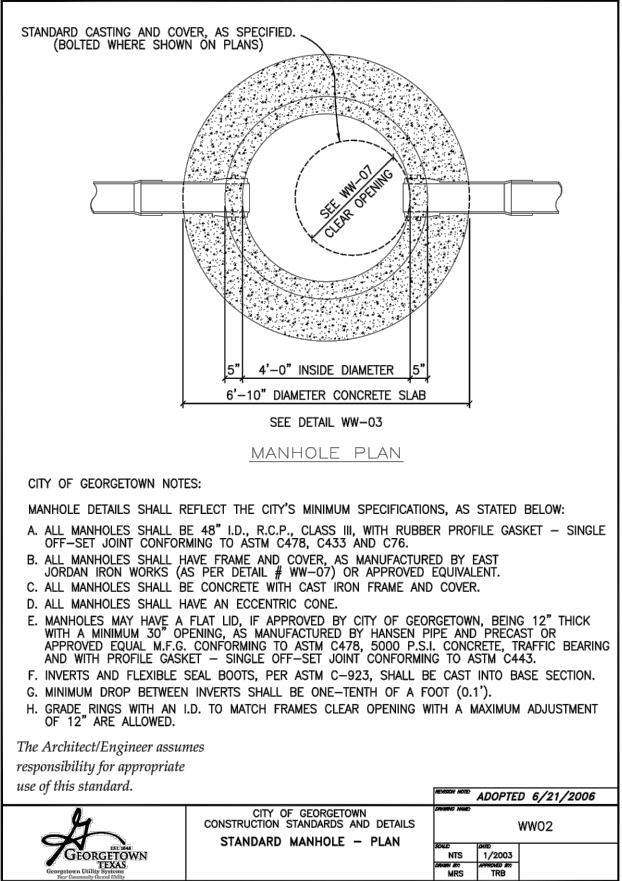
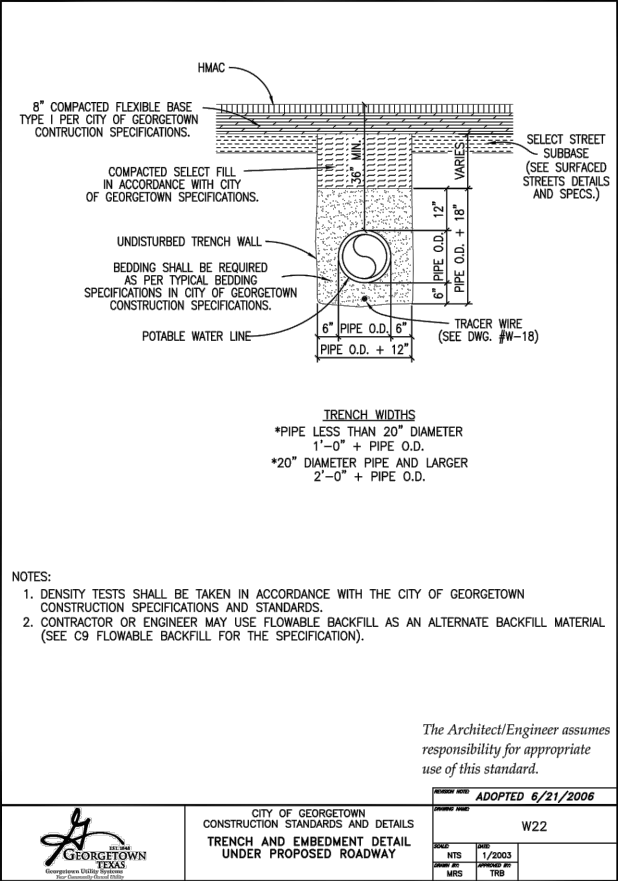
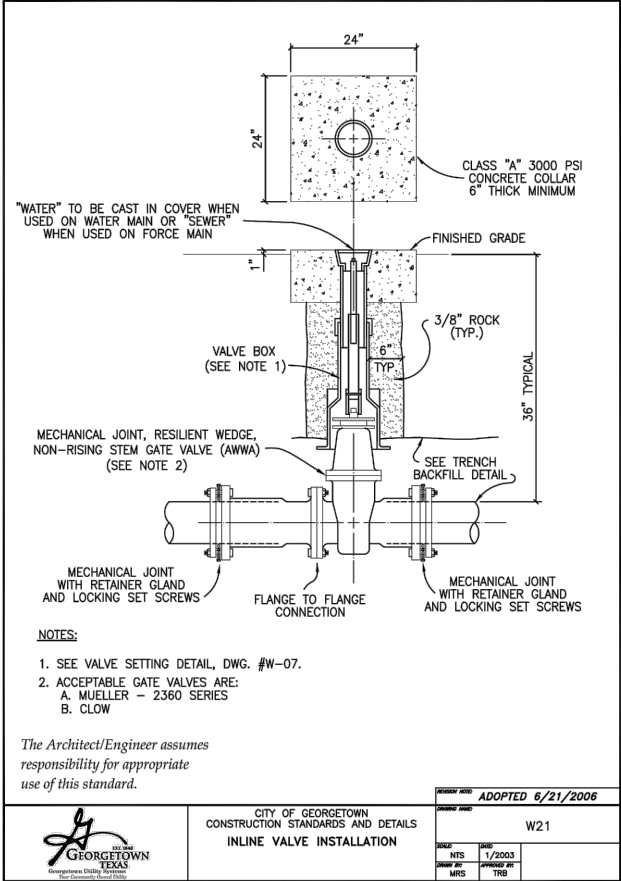
JAMES LANCE PARISHER
106221
PROFESSIONAL ENGINEER

SEPTEMBER 20, 2019

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CITY OF GEORGETOWN
STANDARD DETAILS - SHEET 2
OR 176 AT RM 2243 INTERSECTION
GEORGETOWN, TEXAS

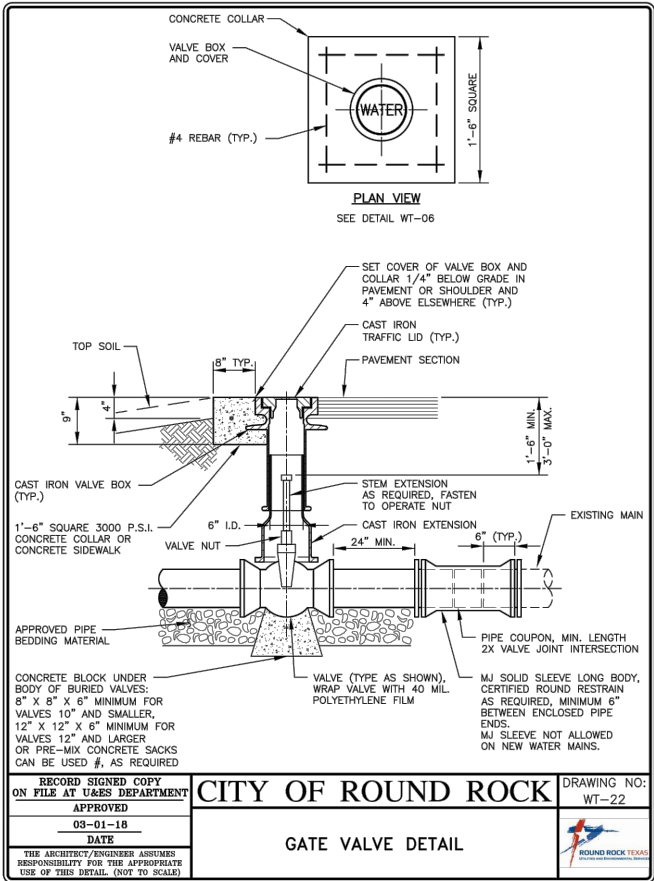
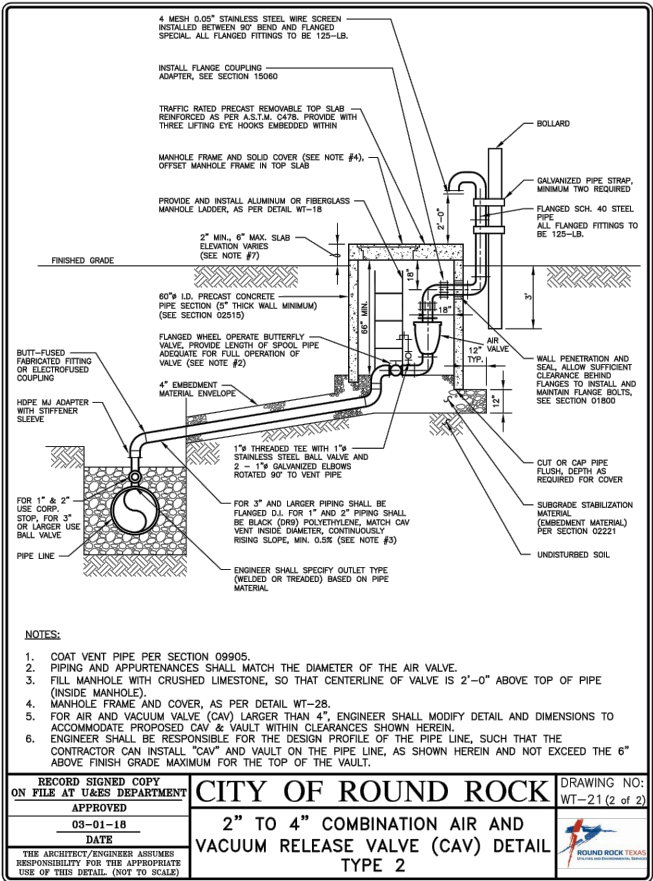
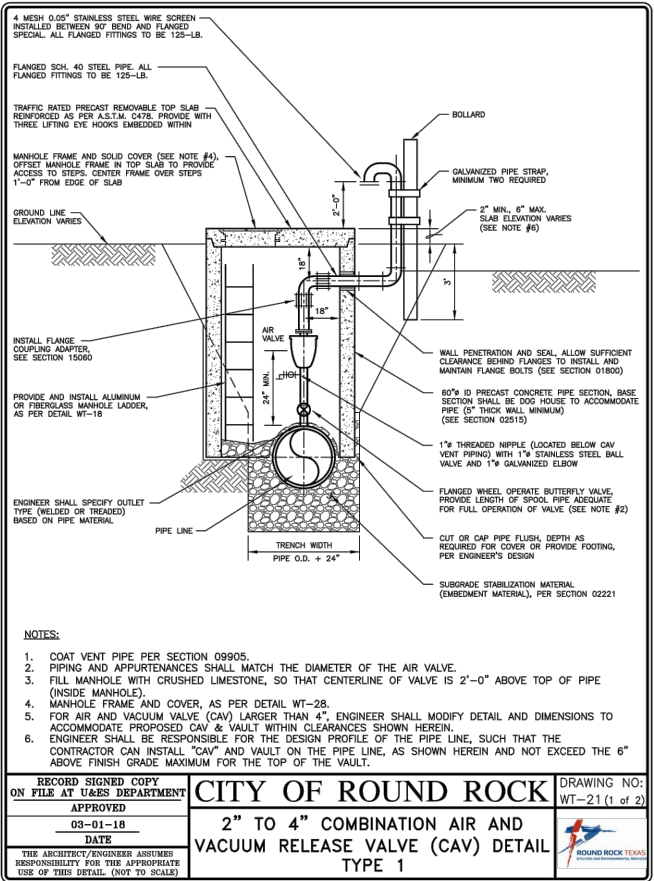
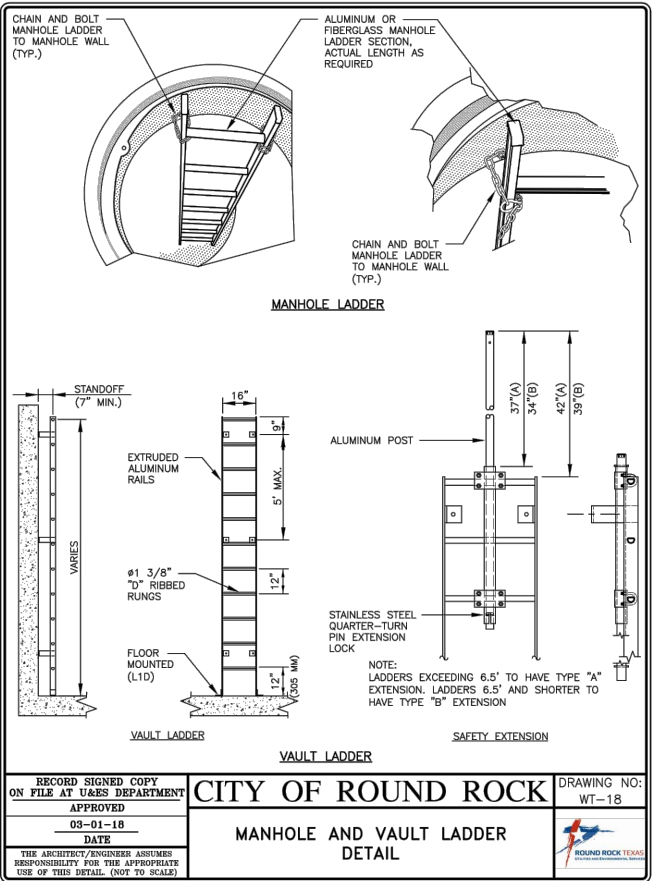
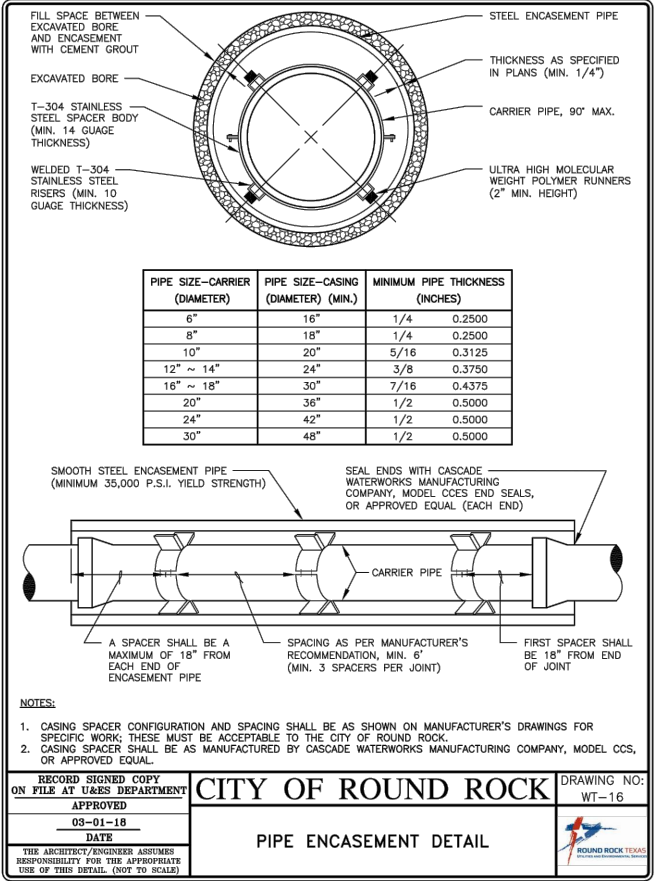
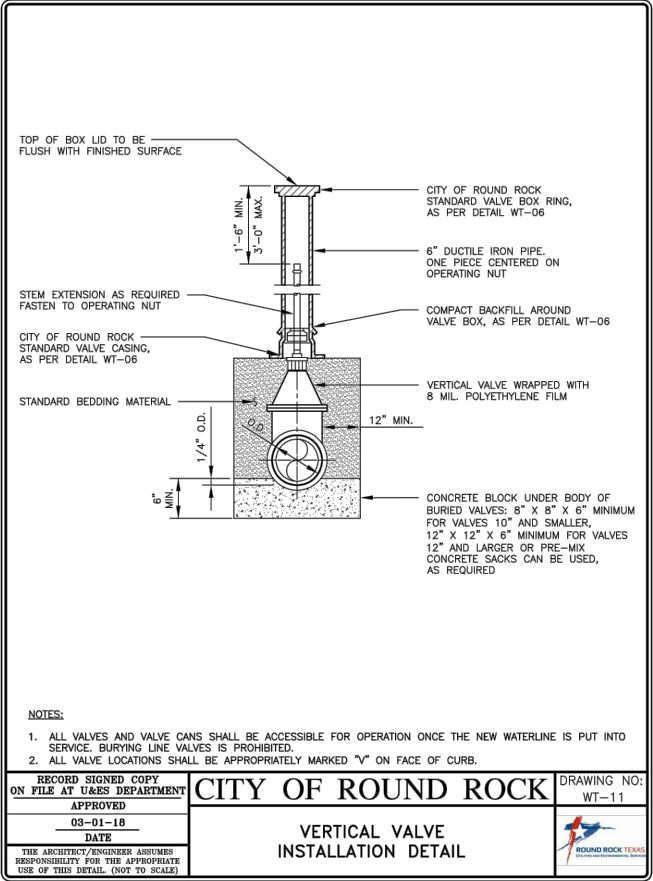
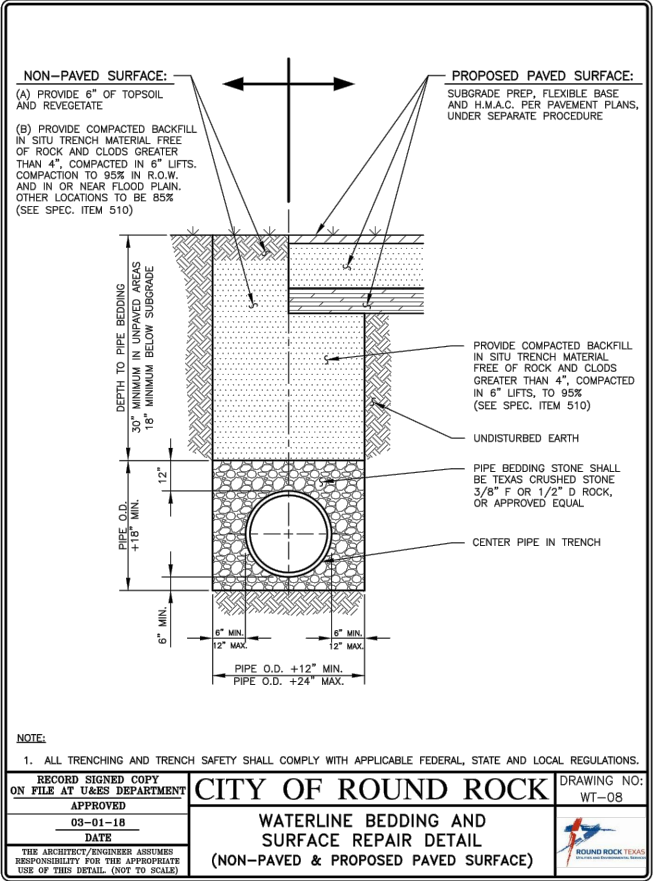
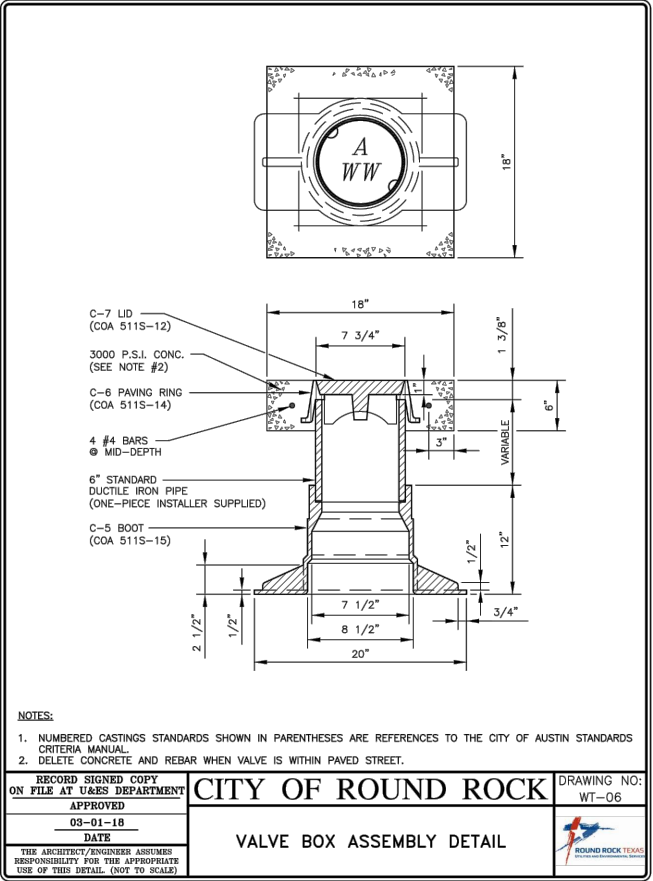
WILLIAMSON COUNTY
1848

PROJ. NO. 1703-011-03
DESIGN: K. VAN HOOSIER
DRAWN: K. VAN HOOSIER
CHECK: L. PRICE
APPR: L. PARISHER
DATE: JULY 24, 2019

JAMES LANCE PARISHER
106221
LICENSED PROFESSIONAL ENGINEER
AUGUST 15, 2019

THESE DESIGN DOCUMENTS ARE NOT TO BE
USED FOR CONSTRUCTION PRIOR TO
REGULATORY SIGNATURE AND PERMIT.

SHEET
C-501
8 OF 10



USE CITY OF ROUND ROCK GENERAL NOTES, STANDARD DETAILS, AND SPECIFICATIONS FOR WORK PERTAINING TO BRUSHY CREEK MUD, INCLUDING 4" COMB ARV ON C-101 AND RAW WATERLINE ON C-102

APPROVED BY: LP DATE: 7/22/19

REVISION DESCRIPTION

NO. DATE DESCRIPTION

1. 7/22/19 ADDED NEW SHEET

CobbFendley
CITY OF ROUND ROCK
505 EAST HUNT AND DRYE DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.4553
WWW.COBBFENDLEY.COM

CITY OF ROUND ROCK
STANDARD DETAILS - SHEET 1
OR 176 AT RM 2243 INTERSECTION
GEORGETOWN, TEXAS

WILLIAMSON COUNTY
1848

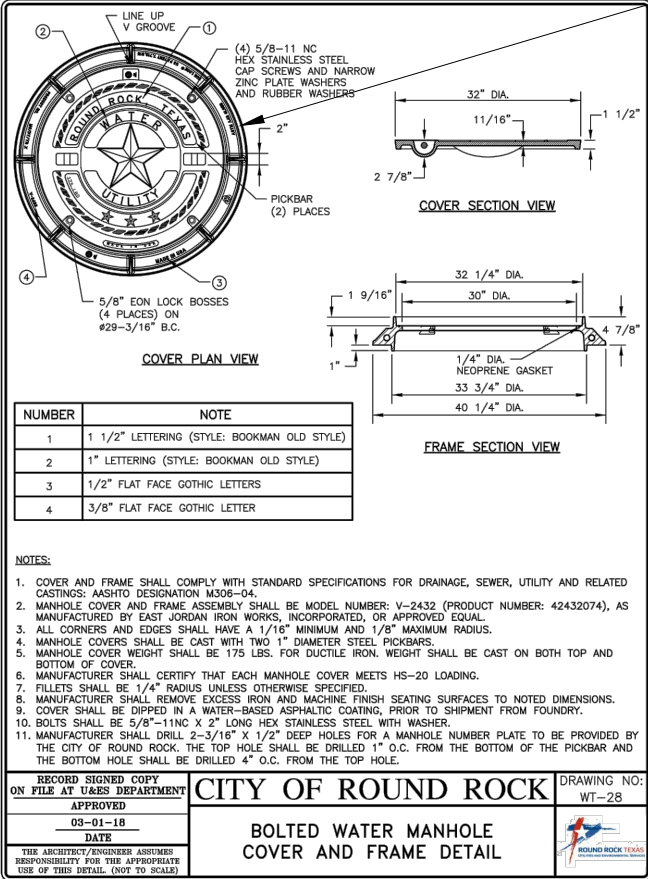
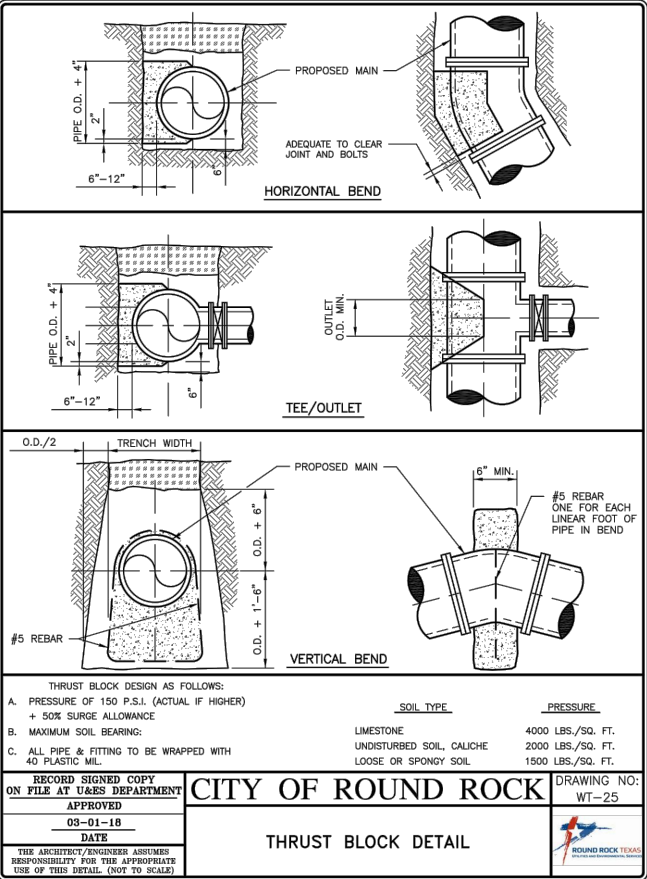
PROJ. NO. 1703-011-03
DESIGN: K. VAN HOOSIER
DRAWING: K. VAN HOOSIER
CHECK: L. PRICE
APPR: L. PARISH
DATE: JULY 24, 2019

106221
LANCE PARISH
PROFESSIONAL ENGINEER

AUGUST 15, 2019

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SHEET
C-502
9 OF 10



FOR BRUSHY CREEK MUD ITEMS, MANHOLE LIDS SHALL BE STAMPED WITH "BRUSHY CREEK MUD" INSTEAD OF "ROUND ROCK, TEXAS".

USE CITY OF ROUND ROCK GENERAL NOTES, STANDARD DETAILS, AND SPECIFICATIONS FOR WORK PERTAINING TO BRUSHY CREEK MUD, INCLUDING 4" COMB ARV ON C-101 AND RAW WATERLINE ON C-102

APPROVED
DATE
7/22/19

REVISION DESCRIPTION
ADDED NEW SHEET

REV
NO
1

CobbFendley
CITY OF ROUND ROCK, TEXAS
505 EAST HUNT AND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.4553
WWW.COBBFENDLEY.COM

CITY OF ROUND ROCK
STANDARD DETAILS - SHEET 2

OR 176 AT RM 2243 INTERSECTION
GEORGETOWN, TEXAS

WILLIAMSON
COUNTY
1848

PROJ. NO. 1703-011-03
DESIGN: K. VAN HOOSIER
DRAWN: K. VAN HOOSIER
CHECK: L. PRINCE
APPR: L. PARISHER
DATE: JULY 24, 2019

JAMES LANCE PARISHER
106221
LICENSED PROFESSIONAL ENGINEER
SEPTEMBER 6, 2019

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-503
10 OF 10

Commissioners Court - Regular Session

82.

Meeting Date: 12/17/2019

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: CR 101
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for SE Loop.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of property near the County landfill.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center

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 sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 09:28 AM

Started On: 12/12/2019 09:23 AM

Commissioners Court - Regular Session**83.****Meeting Date:** 12/17/2019

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:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/12/2019

Reviewed By

Andrea Schiele

Date

12/12/2019 09:29 AM

Started On: 12/12/2019 09:24 AM

Commissioners Court - Regular Session**89.****Meeting Date:** 12/17/2019

Mailbox Claim Frederickson

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the amount of \$784.07 in settlement of a property damage claim submitted by Kelly Frederickson for property damage occurring on or about July 15, 2019; and authorize the County Judge to execute settlement documents, if any, approved as to form by the County Attorney's Office.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 12/11/2019

Reviewed By

Andrea Schiele

Date

12/11/2019 09:24 AM

Started On: 12/11/2019 09:03 AM

Commissioners Court - Regular Session**90.****Meeting Date:** 12/17/2019

Mail Box Claim Hicks

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the amount of \$1,000.00 in settlement of a property damage claim submitted by Everett Hicks for property damage occurring on or about July 8, 2019; and authorize the County Judge to execute settlement documents, if any, approved as to form by the County Attorney's Office.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 12/11/2019

Reviewed By

Andrea Schiele

Date

12/11/2019 09:26 AM

Started On: 12/11/2019 09:10 AM