

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
May 25, 2021
9:30 A.M.

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

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

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 3 – 26)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Contract Services	\$21,000.00
To	0100.0509.004510	Facility Maint & Repair	\$21,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Equipment > \$5,000	\$91,818.50
To	0100.0509.005700	Vehicles > \$5,000	\$91,818.50

5. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #2.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Departmental/Contingencies	\$152,000
TO	0100-0452-004190	JP#2/Autopsies	\$152,000

6. Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 05/20/2021 for the Williamson County Tax Assessor/Collector.
7. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
8. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, April 2021 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
9. Discuss, consider, and take appropriate action to approve the County Attorney April 2021 Monthly Report in compliance with Code of Criminal Procedure 103.005.
10. Discuss, consider, and take appropriate action on accepting a bite suit donated to the Williamson County Sheriff's Office from Vested Interest in K9.
11. Discuss, consider and take appropriate action on approving the purchase of two (2) replacement Chevrolet Tahoes from Lake Country Chevrolet Inc. in the amount of \$77,457.00, pursuant to GoodBuy contract #21 8F000.
12. Discuss, consider and take appropriate action on approving the donation of surplus equipment from the Williamson County Fire Marshall's Office for use by volunteer fire departments in the communities of Bartlett, Coupland, Florence, Granger, Thrall, Weir and the Avery Pickett VFD pursuant to Tex. Loc. Gov. Code § 263.152 to promote public health and safety.
13. Discuss, considier and take appropriate action on approving an Extension until December 31, 2021 with Baylor Scott & White Health for the purposes of providing medical testing for the Coronavirus Disease (COVID-19) for Williamson County Emergency Services Personnel.
14. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Animal Shelter Pharmaceuticals and Clinic Supplies under IFB #T4302.
15. Discuss, consider, and take appropriate action on approving the contract between Williamson County and Facilities Resource, Inc. for the purchase of office furniture in the amount of \$11,319.60 pursuant to OMNIA National cooperative contract #2019.001896 and authorizing the contract.
16. Discuss, consider, and take appropriate action on approving the service agreement between Texas Ranch Enhancements, LLC and Williamson County for boundary fencing at River Ranch Park and authorizing the execution of the agreement.
17. Discuss, consider, and take appropriate action on approving the addendum form to the service agreement between Texas Disposal Services and Williamson County for commercial trash service at River Ranch Park and authorizing the execution of the addendum.

18. Discuss, consider, and take appropriate action on approving the amendment to the contract between BenefitFocus.com and Williamson County for Web-Based Employee Benefit Enrollment and authorizing the execution of the amendment.
19. Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of \$92,605.00 to expire on September 1, 2023 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated March 24, 2020 for Engineering Design Services for CR 307 Reconstruction. Funding source: P394.
20. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$194,370.00 to expire on December 31, 2022 under Williamson County Contract for Surveying Services between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for CR 255 Topo and ROW Parcel Exhibit Acquisition. Funding source: P546.
21. Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of \$110,460.00 to expire on May 31, 2022 under Williamson County Contract for Surveying Services between Diamond Surveying and Williamson County dated May 19, 2020 for CR 201 from CR 200 to Approximate 1,100 Feet North of Umbrella Sky. Funding source: P499.
22. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB County Road Paving (CR 401, 402, 404) under IFB #T4320. Funding Source will be P389 (CR 402) and P390 (CR 401/CR 404 Improvements).
23. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for qualified contractors for the replacement of the existing Great Oaks Drive Bridge and improvements to the Great Oaks Drive/Brushy Creek Road/Hairy Man Road Intersection under IFB #T4327. Funding source is Road Bond P270.
24. Discuss, consider and take appropriate action on approval of the final plat for the Dove Meadows Estates on 406 subdivision – Precinct 4.
25. Discuss, consider and take appropriate action on approval of the final plat for the Boggy Creek Acres subdivision – Precinct 4.
26. Discuss, consider and take appropriate action on approval of the final plat for the Star Ranch Parcel 32 subdivision – Precinct 4.

REGULAR AGENDA

27. Discuss, consider and take appropriate action on a resolution recognizing the Georgetown High School Golf Team.

28. Discuss, consider and take appropriate action on the process to begin a Request for Qualifications for Strategic Plan Consulting Services.
29. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act of 2021 to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and American Rescue Plan funding, as well as possible future funding and allocation plans in relation to CARES Act and American Rescue Plan funds.
30. Discuss, consider, and take appropriate action on a proposed Regional PM2.5 (particulate matter 2.5 microns) Emission Reduction and Planning Measures for Williamson County as part of the Austin-Round Rock-Georgetown MSA Regional Air Quality Plan from the Clean Air Coalition (CAC) of the Capital Areas Council of Governments (CAPCOG)
31. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 19C and the County of Williamson, Texas.
32. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 19E and the County of Williamson, Texas.
33. 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	\$56.00

34. 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	\$56.00

35. Discuss, consider, and take appropriate action on a policy exception regarding moving surplus salary dollars within the County Attorney's Office.

36. Discuss and take appropriate action on increasing the homestead property tax exemptions for persons sixty-five (65) years of age or older from \$30,000 to {NOT TO EXCEED \$100,000} as authorized by Section 11.13(d) of the Property Tax Code, to be effective for the tax year beginning on January 1, 2021.
37. Discuss and take appropriate action on increasing the homestead property tax exemptions for disabled persons from \$20,000 to {NOT TO EXCEED \$50,000} dollars as authorized by Section 11.13(d) of the Property Tax Code, to be effective for the tax year beginning on January 1, 2021.
38. Discuss and take appropriate action on authorizing a percentage-based exemption from ad valorem taxes on the appraised value of the residence homestead in the amount of {NOT TO EXCEED 2 percent} of the appraised value of the individual's residence homestead or a minimum of \$5,000 as authorized by Section 11.13(n) of the Property Tax Code, to be effective for the tax year beginning on January 1, 2021.
39. Discuss, consider and take appropriate action on the funding needs for the Williamson County Child Advocacy Center (P530) new building construction project.
40. Discuss, consider, and take appropriate action on authorizing the Service Contract between Public Restroom Company, Inc. and Williamson County for restroom building delivery and installation at Southwest Regional Park, pursuant to Buyboard contract #592 and authorize the execution of the agreement.
41. Discuss, consider and take appropriate action on approving a 2019 Park Bond Budget Transfer from P550 (2019 Park Non-Departmental) in the amount of \$181,433 to P560 (SW Regional Park Restrooms).
42. Receive updates on the Department of Infrastructure projects and issues.
43. Receive the May 2021 Construction Summary Report and PowerPoint Presentation.
44. Discuss, consider and take appropriate action regarding a letter agreement, dated 5/10/2021 from Atmos Energy for road construction activities in the vicinity of an existing 12-inch diameter steel gas pipeline on CR 111 (Westinghouse Road) in Precinct 3. Project: P292 Fund Source: Road Bonds
45. Discuss, consider and take appropriate action on Contract Amendment No. 7 to the SH 29 at DB Wood Road Improvements contract between Williamson County and Unintech Consulting Engineers, Inc. relating to the 2013 Road Bond Program. Project: P237 Funding Source: Road Bonds
46. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.304 acres) required for the construction of Sam Bass Road, and take appropriate action. (John W. Speck III and Glenda Neans-Speck)
47. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.030 acres) required for the construction of Sam Bass Road, and take appropriate action. (Jason Hatfield and Kasey Hatfield as Co-Trustees of the JHK Trust)

48. Discuss, consider and take appropriate action on a real estate contract with Daryl R. Neans for right of way needed on the CR 366 project (Parcel 6). Funding Source: Road Bonds P296
49. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Design and Installation of Temporary Traffic Signal with the Liberty Hill ISD.

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)."

50. 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 278
 - d) Discuss the acquisition of real property for County Facilities.
 - e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
 - f) Discuss the acquisition of real property for SH 29 @ DB Wood.
 - g) Discuss the acquisition of real property for CR 366.
 - h) Discuss the acquisition of real property for N. Mays.
 - i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - j) Discuss the acquisition of real property for CR 111.
 - k) Discuss the acquisition of real property for Corridor H
 - l) Discuss the acquisition of real property for future SH 29 corridor.
 - m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - n) Discuss the acquisition of right-of-way for Corridor C.
 - o) Discuss the acquisition of right-of-way for Corridor F.
 - p) Discuss the acquisition of right-of-way for Corridor D.
 - q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
 - r) Discuss the acquisition of right-of-way for Reagan extension.
 - s) Discuss the acquisition of real property near Justice Center.
 - t) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
 - u) Discuss the acquisition of the MKT Right of Way
 - v) Discuss acquisition of drainage easement in relation to County Road 176

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- c) Discuss property usage at Longhorn Junction
- d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- f) Discuss the sale of property located at 900 S Main St., Taylor, 76574

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

D. Discuss the Cobb Cavern Conservation Easement Amendment

51. 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) Project Crystal
- c) Project Winston
- d) Project Solo
- e) Project Stamp
- f) Project Cutting Edge

52. 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 No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
- f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
- g) 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.
- h) 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
- i) Claim of Regina Wright.
- j) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.

- k) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
- l) Case Number 1:20-cv-01068-LY; *Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
- m) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
- n) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
- o) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
- p) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
- q) Case 1:21-cv-00388-RP; Ramsey Mitchell vs. Williamson County, Robert Chody, Zachary Camden, Mark Luera, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
- r) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
- s) Shamona Harris - EEOC Charge #451-2021-00812.
- t) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
- u) Notice of Charge of Discrimination - Bhavani Madiseti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
- v) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
- w) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
- x) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.
- y) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas.
- z) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
- aa) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.
- bb) Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
- cc) Kelli Bomer - EEOC Charge #451-2021-00920.
- dd) Jesse J Gomez - EEOC Charge #451-2021-01357.

- 53.** Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

54. 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)

55. Discuss and take appropriate action concerning economic development.
56. Discuss and take appropriate action concerning real estate.
57. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other 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 No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - g) 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.
 - h) 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
 - i) Claim of Regina Wright.
 - j) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
 - k) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
 - l) Case Number 1:20-cv-01068-LY; *Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
 - m) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
 - n) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
 - o) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
 - p) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).

q) Case 1:21-cv-00388-RP; Ramsey Mitchell vs. Williamson County, Robert Chody, Zachary Camden, Mark Luera, et al.; In the United States District Court for the Western District Of Texas, Austin Division.

r) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.

s) Shamona Harris - EEOC Charge #451-2021-00812.

t) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.

u) Notice of Charge of Discrimination - Bhavani Madiseti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.

v) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.

w) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.

x) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.

y) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas.

z) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.

aa) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.

bb) Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District Of Texas, Austin Division.

cc) Kelli Bommer - EEOC Charge #451-2021-00920.

dd) Jesse J Gomez - EEOC Charge #451-2021-01357.

58. 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.
59. Comments from Commissioners.
60. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 20th day of May 2021 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**3.****Meeting Date:** 05/25/2021

Line Item Transfer

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

Information**Agenda Item**

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

Background

Need additional funds for the Jail Lock Repair contract, RFP T3711.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Contract Services	\$21,000.00
To	0100.0509.004510	Facility Maint & Repair	\$21,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 05/14/2021

Reviewed By

Andrea Schiele

Ashlie Holladay

Date

05/13/2021 03:48 PM

05/14/2021 09:00 AM

Started On: 05/13/2021 02:24 PM

Commissioners Court - Regular Session**4.****Meeting Date:** 05/25/2021

Line Item Transfer

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

Information**Agenda Item**

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

Background

Need to move funds to correct budget line coding of bucket truck from equipment to vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Equipment > \$5,000	\$91,818.50
To	0100.0509.005700	Vehicles > \$5,000	\$91,818.50

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 05/14/2021

Reviewed By

Andrea Schiele

Ashlie Holladay

Date

05/14/2021 03:31 PM

05/14/2021 04:07 PM

Started On: 05/14/2021 01:46 PM

Commissioners Court - Regular Session**5.****Meeting Date:** 05/25/2021

Line Item Transfer

Submitted For: Ashlie Holladay**Submitted By:** Ashlie Holladay, Budget
Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #2.

Background

Increased population as well as an increase in death inquests has caused us to deplete our funding in the autopsy line. This transfer will provide funding through September 30th, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Departmental/Contingencies	\$152,000
TO	0100-0452-004190	JP#2/Autopsies	\$152,000

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 05/18/2021

Reviewed By

Andrea Schiele

Date

05/18/2021 02:01 PM

Started On: 05/18/2021 10:25 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 05/25/2021

Property Tax Refunds – Over 2500 – Thru 05/20/2021

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 05/20/2021 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

050621-052021 Refunds Over 2500

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 09:21 AM

Started On: 05/19/2021 03:23 PM



Date: May 20, 2021

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

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

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

Annex Locations:

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

2:46 PM
05/19/21

Property Tax
Account QuickReport
As of May 19, 2021

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	05/19/2021	80340	WILLIAMSON COUNTY TAX OFFICE	R414467 - Double payment - Pay back	-5,111.55
Check	05/19/2021	80343	CORELOGIC	R341255 - Erroneous Payment	-5,405.71
Total Refunds Payable - Taxpayers					-10,517.26
TOTAL					-10,517.26

Commissioners Court - Regular Session**7.****Meeting Date:** 05/25/2021

Compensation Items

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

Information**Agenda Item**

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Merit Report

Merit LIT

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 05/20/2021

Reviewed By

Rebecca Clemons

Andrea Schiele

Date

05/19/2021 05:04 PM

05/20/2021 09:27 AM

Started On: 05/19/2021 04:58 PM

Department	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Benefits	Wellness Coordinator.1951.001100.	15575	\$58,823.44	1.00%	\$588.23	MERIT	28-May-21
Building Maintenance	Jail Maint Tech I.0241.001100.	14675	\$37,805.64	1.00%	\$378.05	MERIT	28-May-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0509	001100	378.05	
01	0100	0509	001130		378.05
01	0885	0886	001100	588.23	
01	0885	0886	001130		588.23

Commissioners Court - Regular Session**8.****Meeting Date:** 05/25/2021

Justice of the Peace 4 April 2021 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4**Department:** J.P. Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, April 2021 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JP4 EOM APRIL 2021

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

05/20/2021 11:10 AM

Form Started By: Veronica Bolander

Started On: 05/20/2021 10:20 AM


Final Approval Date: 05/20/2021

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

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

**I, Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County,
on my oath, state that the attached report of money collected is a true and
correct report for the month of April 2021.**

Signed on this the 19th day of May, 2021.


**STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR**



Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 04/01/2021 - 04/30/2021 Case Categories: All
Locations: JP4

Final Totals		Fee Totals	Transaction Totals
Total Payments		26,671.65	26,671.65
Total Adjustments Impacting Payments		0.00	0.00
Final Fee Code Totals		26,671.65	26,671.65
Tender Method Summary			
Tender Types	Cashier's Check	260.00	260.00
	Certified Payments Credit Card	8,397.55	8,397.55
	Check	2,129.00	2,129.00
	E-File Credit Card	13,403.00	13,403.00
	Money Order	2,482.10	2,482.10

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2021 - 04/30/2021 Case Categories: All
Locations: JP4

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	236.50
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	71.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	6,246.08
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	3,940.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	85.04
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	8.04
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	5,457.70
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	1.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	1,180.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	553.52
0100 - General Fund Total:		17,778.88
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	6.57
0361 - JP Security Fund Total:		6.57
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	8.20
0369 - JP-4 Truancy Program Fund Total:		8.20
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	6.56
0372 - Justice Court Technology Fund Total:		6.56

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2021 - 04/30/2021 Case Categories: All
Locations: JP4

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	2,360.00
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	2.68
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	65.75
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	2,389.30
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	6.56
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	9.84
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	134.19
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.04
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	10.23
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,426.84
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	3.29
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-4-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	1,416.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	46.72
0399 - State Agency Fund Total:		7,871.44
JP BOND		
01-0100-0000-207008 - JP4 Bond Liability Account	L-004-4-01-02-00002: JP4 Registry Bond Account Liability	1,000.00
JP BOND Total:		1,000.00
Fee Totals for All Funds:		26,671.65

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2021 - 04/30/2021 Case Categories: All
Locations: JP4

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	15.00	3	0.00	0	0.00	0	15.00	3
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	127.69	26	0.00	0	0.00	0	127.69	26
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	45.00	9	0.00	0	0.00	0	45.00	9
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	2,389.30	40	0.00	0	0.00	0	2,389.30	40
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	60.00	7	0.00	0	0.00	0	60.00	7
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	553.52	41	0.00	0	0.00	0	553.52	41
2020LTF	Local Traffic Fine (TC 542.403)	85.61	30	0.00	0	0.00	0	85.61	30
2020STF	State Traffic Fine (TC 542.4031)	1,426.84	30	0.00	0	0.00	0	1,426.84	30
2020TPF	Time Payment Fee CCP 102.030	8.04	1	0.00	0	0.00	0	8.04	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	6.50	2	0.00	0	0.00	0	6.50	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	1.70	1	0.00	0	0.00	0	1.70	1
CB	Cash Bond	1,000.00	2	0.00	0	0.00	0	1,000.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	65.75	3	0.00	0	0.00	0	65.75	3
CCFF	Counter/Cross Claim Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
CCOP	Civil Copies	1.00	1	0.00	0	0.00	0	1.00	1
CERT	Certified Copy	24.75	4	0.00	0	0.00	0	24.75	4
CFINE	County Fine	5,457.70	35	0.00	0	0.00	0	5,457.70	35
CHS	Courthouse Security Fee (CCP 102.017)	4.94	3	0.00	0	0.00	0	4.94	3
CHSJC	JP Security Fee (CCP 102.017)	1.63	3	0.00	0	0.00	0	1.63	3
CJS	Criminal Judicial Support Fee (LGC 103.105)	9.84	3	0.00	0	0.00	0	9.84	3
COLLFEE	Collection Agency Fee	236.50	2	0.00	0	0.00	0	236.50	2
CONT4	Constable Service Fee Pct #4	2,590.00	25	0.00	0	0.00	0	2,590.00	25
CVFEEOVER	Civil Overpayment Fee	71.00	1	0.00	0	0.00	0	71.00	1
DDF	Deferred Disposition Fee	5.00	1	0.00	0	0.00	0	5.00	1
EFF	Electronic Filing Fee	2,360.00	236	0.00	0	0.00	0	2,360.00	236
IDF	Indigent Defense Fee (LGC 133.107)	3.29	3	0.00	0	0.00	0	3.29	3
ISF	Indigent Legal Services Fee	1,416.00	236	0.00	0	0.00	0	1,416.00	236
JCF	Civil Filing Fee	5,850.00	234	0.00	0	0.00	0	5,850.00	234
JCTF	Judicial/Court Training Fee Due to State	1,180.00	236	0.00	0	0.00	0	1,180.00	236

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2021 - 04/30/2021 Case Categories: All
Locations: JP4

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JCTF	Justice Court Technology Fee (CCP 102.0173)	6.56	3	0.00	0	0.00	0	6.56	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	6.56	3	0.00	0	0.00	0	6.56	3
JTP	Juvenile Truancy Program (CCP 102.0174)	8.20	3	0.00	0	0.00	0	8.20	3
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
LT10	Overpayments < \$10	1.00	1	0.00	0	0.00	0	1.00	1
MVF	Moving Violation Fee (CCP 102.022)	0.04	1	0.00	0	0.00	0	0.04	1
SCFF	Small Claims Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
SFC4	Service/Arrest Fee - Const. 4	5.00	1	0.00	0	0.00	0	5.00	1
STF	State Traffic Fee (TC 542.4031)	10.23	1	0.00	0	0.00	0	10.23	1
TFC	Traffic	1.02	1	0.00	0	0.00	0	1.02	1
TP	Time Payment Fee	46.72	3	0.00	0	0.00	0	46.72	3
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	2.68	2	0.00	0	0.00	0	2.68	2
WARC4	Warrant Fee - Constable Pct. 4	65.04	2	0.00	0	0.00	0	65.04	2
WEXEC	Writ of Execution	35.00	8	0.00	0	0.00	0	35.00	8
WF	Warrant Fee	50.00	1	0.00	0	0.00	0	50.00	1
WPOSS	Writ of Possession	15.00	3	0.00	0	0.00	0	15.00	3
WSF4	JP4 - Writ Service Fee	1,350.00	10	0.00	0	0.00	0	1,350.00	10
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		26,671.65	1,264	0.00	0	0.00	0	26,671.65	1,264

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 04/01/2021-04/30/2021

	<u>DR</u>	<u>CR</u>	<u>GL Code</u>	<u>GL Description</u>	<u>ALLOCATION %</u>
Local CCC-Class C		\$553.52	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$193.73		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$197.69		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$158.15		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$3.95		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	\$553.52	\$553.52			100.000000%
Collected	\$553.52				

Commissioners Court - Regular Session**9.****Meeting Date:** 05/25/2021

County Attorney April 2021 Monthly Report

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 to approve the County Attorney April 2021 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

April report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 09:20 AM

Started On: 05/19/2021 02:15 PM

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

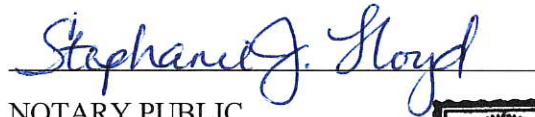
THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of April, 2021.

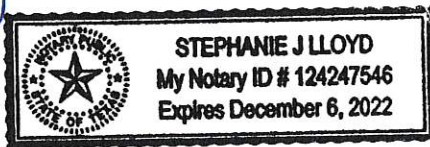


DEE HOBBS
COUNTY ATTORNEY

On this 19th day of May, 2021, to certify which witness my hand and seal of office.



NOTARY PUBLIC
In and for the State of Texas



CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	06-Apr-2021	29924	2019-6753 2019-5707 2016-7815	\$ 1,714.96
			07-Apr-2021	29930	2020-2824	\$ 60.00
			09-Apr-2021	29941	2020-0493	\$ 60.00
			13-Apr-2021	29956	2020-0580 2020-0596	\$ 120.00
			20-Apr-2021	29980	2020-0405 2020-1136 2020-3033 2020-3860	\$ 240.00
			22-Apr-2021	29990	2021-0125	\$ 530.00
			29-Apr-2021	30021	2019-5518	\$ 60.00
		CO ATTY 1	15-Apr-2021	29965	2019-3736 2020-0028 2020-1450	\$ 700.00
		CO ATTY 2	15-Apr-2021	29965	2019-6671 2020-3326	\$ 120.00
207015 Total						\$ 3,604.96
341300	0406	CO ATTY HC FEES	06-Apr-2021	29924	HOT CHECK RESTITUTION	\$ 275.00
341300 Total						\$ 275.00
351000	0364	CO ATTY INTERVENTION	01-Apr-2021	29921	2020-1035 2019-6753 2019-5707	\$ 1,060.00
			09-Apr-2021	29941	2020-1856 2020-3620 2020-0762	\$ 1,360.00
			12-Apr-2021	29949	2020-1230 2020-1450	\$ 1,000.00
			13-Apr-2021	29956	2019-4104 2020-3345	\$ 1,000.00
			14-Apr-2021	29962	2019-2511 2019-6671 2020-0028 2021-0069	\$ 1,580.00
			19-Apr-2021	29976	2019-4153 2019-6798 2020-0062 2020-1136 2020-1160 2020-3017 2020-3033	\$ 2,930.00
			22-Apr-2021	29990	2020-0405 2020-0774 2020-1769	\$ 1,360.00
			23-Apr-2021	29994	2019-4153 2020-1781 2020-3326	\$ 1,150.00
			27-Apr-2021	30008	2019-4949 2020-1563 2020-1847 2020-1883	\$ 2,000.00
			30-Apr-2021	30027	2019-5023 2019-5518 2020-3860	\$ 1,360.00
		CO ATTY INTERVENTION 1	07-Apr-2021	29930	2020-2824	\$ 500.00
			29-Apr-2021	30021	2020-0135	\$ 360.00
		CO ATTY INTERVENTION 2	07-Apr-2021	29930	2019-5707 2020-0493 2020-2405 2020-2521 2020-3019	\$ 2,160.00
351000 Total						\$ 17,820.00
370500	0406	CO ATTY HC FEES	06-Apr-2021	29924	OVERPAYMENTS	\$.04
370500 Total						\$.04
Grand Total						\$ 21,700.00

Criminal Restitution April 2021

Date	Payor	Amount	Case #	Deposit Date	
3/18/2021	Daria Kelley	\$ 60.00	2020-0580	3/23/2021	**Report sent to Treasurer on 04/13/2021**
3/18/2021	Damaris Thongsavanh	\$ 60.00	2020-0596	3/23/2021	**Report sent to Treasurer on 04/13/2021**
		\$ 120.00			
Date	Payor	Amount	Case #	Deposit Date	
3/30/2021	Martin Bernal-Gonzales	\$ 60.00	2019-6753	4/1/2021	
3/30/2021	Patrick Cole Ciampi	\$ 60.00	2019-5707	4/1/2021	
3/31/2021	Tondra Kay Davis	\$ 1,594.96	2016-7815	4/1/2021	
		\$ 1,714.96			
Date	Payor	Amount	Case #	Deposit Date	
4/2/2021	Michael Patrick McCarthy	\$ 60.00	2020-2824	4/6/2021	
Date	Payor	Amount	Case #	Deposit Date	
4/6/2021	Kristine Fuentes	\$ 60.00	20-00663-1	4/8/2021	
		\$ 60.00			
Date	Payor	Amount	Case #	Deposit Date	
4/8/2021	Pete Anthony Lucio	\$ 400.00	2019-3736	4/13/2021	
4/9/2021	Nickloas Clint DeShazo	\$ 60.00	2020-1450	4/13/2021	
4/12/2021	Keith Murray	\$ 240.00	2020-0028	4/13/2021	
		\$ 700.00			
Date	Payor	Amount	Case #	Deposit Date	
4/13/2021	Joseph Cole Couey	\$ 60.00	2019-6671	4/15/2021	
4/14/2021	Jack Allen Carroll	\$ 60.00	2020-3326	4/15/2021	
		\$ 120.00			
Date	Payor	Amount	Case #	Deposit Date	
4/15/2021	Alberto Almanza Aviles	\$ 60.00	2020-3033	4/20/2021	
4/19/2021	Benjamin Charles Tijerina	\$ 60.00	2020-0405	4/20/2021	
4/19/2021	Harley Isaac Scanlan	\$ 60.00	2020-1136	4/20/2021	
4/19/2021	Chad M Lindsey	\$ 60.00	2020-3860	4/20/2021	
		\$ 240.00			
Date	Payor	Amount	Case #	Deposit Date	
4/20/2021	Kendall Alyse Meredith	\$ 530.00	2021-0125	4/22/2021	
		\$ 530.00			
Date	Payor	Amount	Case #	Deposit Date	
4/28/2021	Aubrey Christine Adams	\$ 60.00	2019-5518	4/29/2021	
		\$ 60.00			

Disbursement Summary

Hot Check Fees April 2021

TXWILLIAMSONP
ROD

Collection Date Range: 03/01/2021 - 03/31/2021

Ignore Tender Holds: No

Final Copy

County Attorney

County Attorney Bank

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	275.00	0.00	0.00	0.00	275.00
CHKRETOVER	Overpayment (Retained by County)	0.04	0.00	0.00	0.00	0.04

		(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
Disbursement Summary Totals		275.04	0.00	0.00	0.00	275.04

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
13-01982	HERRIN, CHRISTINA CHARMAINE (PID #: 559744)	CHKFEE	30.00	0.00	0.00	0.00	30.00
13-02184	HERRIN, CHRISTINA CHARMAINE (PID #: 559744)	CHKFEE	50.00	0.00	0.00	0.00	50.00
19-00200	Beechum, Angela D (PID #: 519949)	CHKFEE	30.00	0.00	0.00	0.00	30.00
		CHKRETOVER	0.04	0.00	0.00	0.00	0.04
19-00208	Beechum, Angela D (PID #: 519949)	CHKFEE	30.00	0.00	0.00	0.00	30.00
19-00343	Nacol, Megan K (PID #: 1630848)	CHKFEE	30.00	0.00	0.00	0.00	30.00
19-00375	Parish, Cynthia R (PID #: 1636901)	CHKFEE	30.00	0.00	0.00	0.00	30.00
21-00005	LUNA, MIGUEL A (PID #: 1059545)	CHKFEE	75.00	0.00	0.00	0.00	75.00
Totals:			275.04	0.00	0.00	0.00	275.04

PTI Fees April 2021

3/29/2021	Corey Allen Collier	\$ 500.00	2020-1035	3/31/2021	
3/30/2021	Martin Bernal-Gonzales	\$ 500.00	2019-6753	3/31/2021	
3/30/2021	Patrick Cole Ciampi	\$ 60.00	2019-5707	3/31/2021	Partial amount only - will monitor for receipt of full payment
		\$ 1,060.00			
3/31/2021	Homer Wilson	\$ 500.00	2019-4104	4/2/2021	**Report sent to Treasurer on 04/12/2021**
3/31/2021	Jordan Baird	\$ 500.00	2020-3345	4/2/2021	**Report sent to Treasurer on 04/12/2021**
		\$ 1,000.00			
4/2/2021	Michael Patrick McCarthy	\$ 500.00	2020-2824	4/5/2021	
		\$ 500.00			
4/5/2021	Patrick Cole Ciampi	\$ 300.00	2019-5707	4/7/2021	
4/5/2021	Karigan T Pericoli	\$ 360.00	2020-2405	4/7/2021	
4/5/2021	Miguel Angel Gussoni	\$ 500.00	2020-2521	4/7/2021	
4/6/2021	Kristine Margaret Fuentes	\$ 500.00	2020-0493	4/7/2021	
4/6/2021	Kassandra Jeanne Hahn	\$ 500.00	2020-3019	4/7/2021	
		\$ 2,160.00			
4/7/2021	Zachary Pleasant	\$ 360.00	2020-1856	4/9/2021	
4/7/2021	Taofeek Alagbada	\$ 500.00	2020-0672	4/9/2021	
4/8/2021	Jodi Ciezak	\$ 500.00	2020-3620	4/9/2021	
		\$ 1,360.00			
4/9/2021	Maximino Lopez-Perez	\$ 500.00	2020-1230	4/12/2021	
4/9/2021	Nickolas Clint DeShazo	\$ 500.00	2020-1450	4/12/2021	
		\$ 1,000.00			
4/12/2021	Arian Ayala	\$ 360.00	2019-2511	4/14/2021	
4/12/2021	Keith Murray	\$ 360.00	2020-0028	4/14/2021	
4/13/2021	Joseph Cole Couey	\$ 360.00	2019-6671	4/14/2021	
4/13/2021	Clyde Viktor Hill	\$ 500.00	2021-0069	4/14/2021	
		\$ 1,580.00			
4/14/2021	Jeremy Dybala	\$ 360.00	2019-6798	4/16/2021	
4/14/2021	Brian Todd Cowley	\$ 500.00	2020-0062	4/16/2021	
4/14/2021	Jaiden Rai Serna	\$ 360.00	2020-1160	4/16/2021	
4/14/2021	Rodney James Forehlich, II	\$ 500.00	2020-3017	4/16/2021	
4/15/2021	Joseph Jermaine Jordan	\$ 350.00	2019-4153	4/16/2021	
4/15/2021	Harley Isaac Scanlan	\$ 360.00	2020-1136	4/16/2021	
4/15/2021	Alberto Almanza Aviles	\$ 500.00	2020-3033	4/16/2021	
		\$ 2,930.00			
4/19/2021	Benjamin Charles Tijerina	\$ 500.00	2020-0405	4/21/2021	
4/19/2021	Elizabeth Ann Barkalow	\$ 360.00	2020-0774	4/21/2021	
4/19/2021	Jose Antonio Villatoro	\$ 500.00	2020-1769	4/21/2021	
		\$ 1,360.00			
4/21/2021	Joseph Jermaine Jordan	\$ 150.00	2019-4153	4/23/2021	
4/21/2021	Ryan Hait-Campbell	\$ 500.00	2020-1781	4/23/2021	
4/21/2021	Jack Allen Carroll	\$ 500.00	2020-3326	4/23/2021	
4/21/2021	Jack Allen Carroll	\$ 60.00	2020-3326	4/23/2021	Duplicate payment made in error
4/21/2021	Jack Allen Carroll	\$ (60.00)	2020-3326	4/23/2021	refund of above noted duplicate payment
		\$ 1,150.00			
4/23/2021	Colemand Jones	\$ 500.00	2019-4949	4/26/2021	
4/23/2021	Leonel Ramos	\$ 500.00	2020-1563	4/26/2021	
4/23/2021	Christopher Marcus Showels	\$ 500.00	2020-1847	4/26/2021	
4/23/2021	Molly Marie Lovitt	\$ 500.00	2020-1883	4/26/2021	
		\$ 2,000.00			
4/26/2021	Tania Elevera Felan	\$ 360.00	2020-0135	4/28/2021	
		\$ 360.00			
4/28/2021	Jasper Talieson Walker	\$ 500.00	2019-5023	4/30/2021	
4/28/2021	Aubrey Christine Adams	\$ 360.00	2019-5518	4/30/2021	
4/29/2021	Chad M Lindsey	\$ 500.00	2020-3860	4/30/2021	
		\$ 1,360.00			

Commissioners Court - Regular Session**10.****Meeting Date:** 05/25/2021

Donation from Vested Interest in K9's

Submitted For: Mike Gleason**Submitted By:** Peggy Braun, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on accepting a bite suit donated to the Williamson County Sheriff's Office from Vested Interest in K9.

Background

The bite suit is being donated as a thank you for participation in the Vested Interest in K9s, Inc. 2021 Calendar event fundraiser. The estimated value of the bite suit is \$1,800.00.

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: Peggy Braun

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 09:04 AM

Started On: 05/19/2021 12:04 PM

Commissioners Court - Regular Session**11.****Meeting Date:** 05/25/2021

SO Vehicle Purchase

Submitted For: Joy Simonton**Submitted By:** Laura Zavala, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of two (2) replacement Chevrolet Tahoes from Lake Country Chevrolet Inc. in the amount of \$77,457.00, pursuant to GoodBuy contract #21 8F000.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Department. These vehicles are replacement for SB1738 & SB1865. The purchase of these vehicles have been approved by Budget and Fleet. Department contact is Chief Pat Erickson. This expenditure will be charged to 01.0100.0560.005700.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Lake Country Chevrolet Inc

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Laura Zavala

Final Approval Date: 05/20/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/19/2021 04:51 PM

05/20/2021 08:46 AM

Started On: 05/18/2021 02:14 PM



PR# 125758

PRODUCT PRICING SUMMARY

GOODBUY 21 8F000 VEHICLES

VENDOR--LAKE COUNTY CHEVROLET 2152 NTH WHEELER ST. JASPER, TX. 75951

End User: WILLIAMSON CO.

Prepared by: GLEN ANGELLE

Contact: MICAH KOITE

Phone: 409-880-9191

Email: _____

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2021 CHEVROLET TAHOE SSV

Date: May 7, 2021

A. Bid Item: _____

A. Base Price: \$ 34,992.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	SSV 4X4	\$ 2,350.00		SHADOW GRAY METALLIC	
	FRONT BUCKET SEATS / CONSOLE				
	HEATED POWER MIRRORS			503L V8	
	RUNNING BOARDS			REMOTE KEYLESS ENTRY	\$ 75.00
	POWER SEATS			CARPET FLOORS	\$ 195.00
	POWER LOCKS/WINDOWS			FLOORMATS	\$ 80.00
	CRUISE			SAFTY PACKAGE	\$ 395.00
	AM/FM/CD			FLASHER SYSTEM	\$ 50.00
	BLUE TOOTH				
	POWER SEAT				

Total of B. Published Options: \$ 3,145.00

Published Option Discount (5%) \$ (39.75)

C. Additional Options (not to exceed 25%)

\$= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: _____

\$ -

G. Additional Delivery Charge: 275 miles

\$ 481.25

H. Subtotal:

\$ 38,578.50

I. Quantity Ordered 2 x K =

\$ 77,157.00

J. Trade in: _____

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

\$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 77,457.00

Handwritten signature and date: 4/18/21

Commissioners Court - Regular Session**12.****Meeting Date:** 05/25/2021

Knox Box Donations 5.25.21

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the donation of surplus equipment from the Williamson County Fire Marshall's Office for use by volunteer fire departments in the communities of Bartlett, Coupland, Florence, Granger, Thrall, Weir and the Avery Pickett VFD pursuant to Tex. Loc. Gov. Code § 263.152 to promote public health and safety.

Background

The surplus equipment is not for use in a Fire Marshal's Office. It's intended use is for First Responder's agencies such as Fire Departments. The Fair Market Value attachment was provided by Hank Jones, Fire Marshal.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Knox Box Fair Market Value

Asset Status Change Form 5.17.21

Asset Status Change Form (2) 5.17.21

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 05/20/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/19/2021 04:50 PM

05/20/2021 08:46 AM

Started On: 05/17/2021 04:03 PM

Knox Product Description	Number of Items	List Price	20 %Restocking Fee	Re-Keying Cost	Market Value Per Item	Total Market Value of Knox Items
KeySecure KSM-200 (Mechanical key only)	5	\$1,321.00	\$264.20	\$75.00	\$981.80	\$4,909.00
KeySecure 6 (eKey & Mechanical key)	4	\$1,423.00	\$284.60	\$75.00	\$1,063.40	\$4,253.60
Knox Box Home (Mechanical key)	2	\$170.00	\$34.00	\$75.00	\$61.00	\$122.00
Knox Box 3200 (eKey)	1	\$407.00	\$81.40	\$75.00	\$250.60	\$250.60
eKey	4	\$519.00	\$103.80	\$0.00	\$415.20	\$1,660.80
Knox Dock (KLS-8600D)	4	\$216.00	\$43.20	\$0.00	\$172.80	\$691.20
45 degree mounting bracket for KeySecure	3	\$86.00	\$17.20	\$0.00	\$68.80	\$206.40
Flat mounting bracket for KeySecure	5	\$86.00	\$17.20	\$0.00	\$68.80	\$344.00
90 degree mounting bracket for KeySecure	1	\$86.00	\$17.20	\$0.00	\$68.80	\$68.80
Total Number of Items	29				Total Market Value of Knox Items	\$12,506.40

Knox Item	APVFD	BVFD	CVFD	GVFD	TVFD	Weir VFD
KeySecure KSM-200 (Mechanical key only)	1	1	1	1	0	1
KeySecure 6 (eKey & Mechanical key)	1	0	1	0	1	1
Knox Box Home (Mechanical key)	0	0	0	1	1	0
Knox Box 3200 (eKey)	0	0	1	0	0	0
eKey	1	0	1	0	1	1
Knox Dock (KLS-8600D)	1	0	1	0	1	1
45 degree mounting bracket for KeySecure	0	1	0	1	0	1
Flat mounting bracket for KeySecure	1	0	1	1	1	1
90 degree mounting bracket for KeySecure	0	0	1	0	0	0
Total Value Given to each Department	\$2,702.00	\$1,050.60	\$3,021.40	\$1,180.40	\$1,781.20	\$2,770.80

Avery Pickett Volunteer Fire Department	(APVFD)	Total Value	\$12,506.40
Bartlett Volunteer Fire Department	(BVFD)		
Coupland Volunteer Fire Department	(CVFD)		
Granger Volunteer Fire Department	(GVFD)		
Thrall Volunteer Fire Department	(TVFD)		
Weir Volunteer Fire Department	(Weir VFD)		

Asset Status Change

Title:	Hank Jones,2021-05-17T20:25:24Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Knox KeySecure KSM-200 (Mechanical Key)
1. Manufacturer ID #:	SN#s 20001625, 20001623, 20001460, 20001461, 20001624
1. Oracle Asset #:	NOT IN ORACLE, NOT IN ORACLE, 203685, 203686, NOT IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	Knox KeySecure 6 (eKey & Mechanical Key)
2. Manufacturer ID #:	SN#s 40002090, 40002087, 40002089, 40002088
2. Oracle Asset #:	NOT IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Knox Box Home (Mechanical Key)
3. Manufacturer ID #:	15-01457
3. Oracle Asset #:	NOT IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Knox Box 3200 (eKey)
4. Manufacturer ID #:	SN# 32-870646
4. Oracle Asset #:	NOT IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	4
5. Description	Knox eKey
5. Manufacturer ID #	SN#s 87010772, 87010769, 87010771, 87010770
5. Oracle Asset #	NOT IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	Hank Jones

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	HazMat
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Hank Jones 5/17/2021 3:25 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Other
Court Date:	5/25/2021

Asset Status Change

Asset Status Change

Title:	Hank Jones,2021-05-17T20:30:19Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Knox Dock (KLS-8600D)
1. Manufacturer ID #:	SN#s 86000713, 86000714, 86000712, 86000711
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	45 degree mounting bracket fro KeySecure
2. Manufacturer ID #:	NA
2. Oracle Asset #:	NOT IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	5
3. Description:	Flat mounting bracket for KeySecure
3. Manufacturer ID #:	NA
3. Oracle Asset #:	NOT IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	90 degree mounting bracket for KeySecure
4. Manufacturer ID #:	NA
4. Oracle Asset #:	NOT IN ORACLE
4. Condition of Assets:	Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	Hank Jones
Transferring Dept. Contact Ph#:	HazMat
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Hank Jones 5/17/2021 3:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗

Asset Status Change

Asset Status Change

Purchasing Final Determination	Other
Court Date:	5/25/2021

Asset Status Change

Commissioners Court - Regular Session**13.****Meeting Date:** 05/25/2021

Scott & White Extension CARES Funding

Submitted By: Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving an Extension until December 31, 2021 with Baylor Scott & White Health for the purposes of providing medical testing for the Coronavirus Disease (COVID-19) for Williamson County Emergency Services Personnel.

Background

The current agreement expires July 28, 2021. We would like to keep this contract in place until December 31, 2021. CARES Funding is due to expire at that time and we will reevaluate if this is still needed. This agreement facilitates testing for EMS, Jail and other critical Emergency Services personnel.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Baylor Scott & White Extension CARES Funds

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 09:31 AM

Started On: 05/20/2021 09:00 AM

EXTENSION AGREEMENT

Effective Date: July 28, 2021

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

Provider: Baylor Scott & White Health
c/o Jay Fox
300 University Blvd.
Round Rock, TX 78665

Agreement Subject of this Extension Agreement:

First Amended and Restated Professional Services Agreement for Coronavirus Disease (Covid-19) Testing for Williamson County Emergency Medical Services Personnel, being effective as of July 28, 2021, between Williamson County, Texas, ("County"), and Baylor Scott & White Health ("Provider"), for the purpose of providing medical testing services for the Coronavirus Disease (COVID-19) for Williamson County Emergency Services Personnel (the "Agreement").

Agreement to Extend:

As authorized by the Agreement, the County and Provider hereby agree to extend the Agreement for an extended term commencing on July 28, 2021 to ending on December 31, 2021 ("Extension Term").

Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extension Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

County Of Williamson

By: _____
Bill Gravell, Jr.,
Williamson County Judge

PROVIDER:

Baylor Scott & White Health

By:  _____

Printed Name: Jay Fox

Representative

Capacity: Regional President, Baylor Scott & White Health

Commissioners Court - Regular Session**14.****Meeting Date:** 05/25/2021

Advertisement T4302 Animal Shelter Pharm & Supplies

Submitted For: Joy Simonton**Submitted By:** Erica Smith, 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 bids for Animal Shelter Pharmaceuticals and Clinic Supplies under IFB #T4302.

Background

Approval of this item will support the operations of the Williamson County Regional Animal Shelter. This IFB will compile a variety of pharmaceutical and clinic supplies needed for the animal shelter. This expenditure will be charged to 01.0545.0545.004975. Department contact is Misty Valenta.

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: Erica Smith

Final Approval Date: 05/20/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/19/2021 04:53 PM

05/20/2021 08:50 AM

Started On: 05/19/2021 09:51 AM

Commissioners Court - Regular Session**15.****Meeting Date:** 05/25/2021

Facilities Resource - Pre-Trial office furniture

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the contract between Williamson County and Facilities Resource, Inc. for the purchase of office furniture in the amount of \$11,319.60 pursuant to OMNIA National cooperative contract #2019.001896 and authorizing the contract.

Background

Approval of this item will support the operations of the Williamson County Pre-Trial Office. The attached agreement outlines the pieces of furniture, service, and delivery costs. The funding source line item is 0100-0591-003005 and the department point of contact is Jamie Carrillo.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Facilities Resource - Pre-Trial

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 05/20/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/19/2021 04:49 PM

05/20/2021 08:45 AM

Started On: 05/17/2021 01:44 PM

May 5, 2021

Mr. Tom Stanfield
Williamson County
405 Martin Luther King Jr. Street
Georgetown, TX 78626

Re: 21097A - Williamson County Pre-Trial Office
Kimball OMNIA Partners Contract #2019.001896

Dear Tom:

PROJECT DESCRIPTION

Facilities Resource, Inc. is pleased to respond to your request for a fee proposal for furniture and services for the Williamson Pre-Trial Office located in Williamson County, Texas.

SCOPE OF WORK

FRI will provide furniture and services as outlined below.

- | | |
|---|--------------------------|
| <ul style="list-style-type: none"> - (1) Managers Office <ul style="list-style-type: none"> • "L" Shaped Desk, Bookcase, 2-Drawer Lateral File, Box/Box/File, File/File, Task Chair Finishes per Final Finish Selections | <p>\$3,447.10</p> |
| <ul style="list-style-type: none"> - Conference Room <ul style="list-style-type: none"> • 48" x 120" Arc-End Table w/Beam Base, (1) Power/Data Unit, 8 Task Chairs Finishes per Final Finish Selections | <p>\$6,435.88</p> |
| <ul style="list-style-type: none"> - Storage Room <ul style="list-style-type: none"> • 30" x 60" desk with Box/Box/File, Task Chair Finishes per Final Finish Selections | <p>\$1,436.62</p> |

Receipt, Delivery and Installation Included. Installation to be completed during regular business hours

➤ Subtotal:	\$11,319.60
➤ State of Texas Sales Tax	\$ N/A
<hr/>	
➤ Total for Furniture	\$11,319.60

If this proposal is acceptable, please indicate by signing below and returning to me. This fee proposal is valid for 60 days from the date of this letter. We appreciate the opportunity to work with you and anticipate a successful project. If there is any further information we can provide, please contact me.

Agreed:

Williamson County

Date: _____

Facilities Resource, Inc.

Date: 05/06/2021



Facilities Resource Inc.
11100 Metric Blvd
Suite 450
Austin, TX 78758
PH: 512-371-1232
FX: 512-371-9155

QUOTATION & CONTRACT

DATE	QUOTE #
05/05/21	21097A
SALES REP	PAYMENT TERMS
General Sales	Per Contract

BILL TO:

Williamson County
710 S. Main Street
Georgetown, TX 78626-5703

PH: 512.943.1611
FX: 512.930.3313

CUSTOMER PURCHASE ORDER

FINAL LOCATION:

Pre-Trial Office
Williamson County
405 Martin Luther King Jr. Street
Georgetown, TX 78626-4901

PH: 512.943.1611
FX: 512.930.3313

SUMMARY INFORMATION

Kimball OMNIA Partners Contract #2019.001896

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
Managers Office				
1		Managers Office -- ITEM LIST PRICE: \$6,949.00		
2	1.00	K86TMBUSL 1 11611 HELIO,TASK,MESH,BLK,UPH SEAT,SEAT SLIDER 1 = GRADE 1 11611 = CALI BOULDER -- ITEM LIST PRICE: \$942.00 -- TAG/LOCATION: HELIO	\$ 433.32	\$ 433.32
3	3.00	KCCB001 CSGDS,LOCK CORE-BLK,BLK HNGD KEY,KEY 001 -- ITEM LIST PRICE: \$28.00	\$ 28.00	\$ 84.00
4	1.00	53K3667BCOSSFL PB PRIORITY,36WX67H,BOOKCASE,FRSTDG,OPEN,STRAIGHT,5 SHELF,LAM PB = PORTOBELLO -- ITEM LIST PRICE: \$1,162.00 -- TAG/LOCATION: BC 3667 L	\$ 534.52	\$ 534.52
5	1.00	53KE2436LFF2LL P 89_462 KS PB PB PB PB PRIORITY,24DX36H,LATERAL FILE,2 DRAWER,TFL P = 1/8" MOLDED VIN 89_462 = STUDIO,CINDER KS = SPECIFY CORE SEPARATELY PB = PORTOBELLO PB = PORTOBELLO PB = PORTOBELLO PB = PORTOBELLO -- ITEM LIST PRICE: \$1,191.00 -- TAG/LOCATION: 2D LF 36LL	\$ 547.86	\$ 547.86



Facilities Resource Inc.
11100 Metric Blvd
Suite 450
Austin, TX 78758
PH: 512-371-1232
FX: 512-371-9155

QUOTATION & CONTRACT

DATE	QUOTE #
05/05/21	21097A
SALES REP	PAYMENT TERMS
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
6	1.00	53KE2448RLEFLL2 P 89_462 KS H X MG1MB PB PB PB PB PRIORITY,24DX48W,RETURN,LEFT,TFL,FF P = 1/8" MOLDED VIN 89_462 = STUDIO,CINDER KS = SPECIFY CORE SEPARATELY H = MODESTY HINGED X = NO GROMMET MG1MB = MODESTY GROMMET,MATTE BLACK PB = PORTOBELLO PB = PORTOBELLO PB = PORTOBELLO PB = PORTOBELLO -- ITEM LIST PRICE: \$1,234.00 -- TAG/LOCATION: PRIORITY	\$ 567.64	\$ 567.64
7	1.00	53KE3072DRFBLL1 P 89_462 KS G1LMB PB PB PB PB PRIORITY,30DX72W,DESK,SINGLE PED,RECTANGLE,RIGHT,TFL/TFL,BBF P = 1/8" MOLDED VIN 89_462 = STUDIO,CINDER KS = SPECIFY CORE SEPARATELY G1LMB = G1,LEFT, MATTE BLACK PB = PORTOBELLO PB = PORTOBELLO PB = PORTOBELLO PB = PORTOBELLO -- ITEM LIST PRICE: \$1,844.00 -- TAG/LOCATION: PRIORITY	\$ 848.24	\$ 848.24
8	1.00	99K0612PT PERKS,6DX12W,PENCIL TRAY,BLACK -- ITEM LIST PRICE: \$25.00 -- TAG/LOCATION: PENCIL	\$ 11.50	\$ 11.50
9	3.00	99KFB PERKS,FILE BAR,SIDE TO SIDE,QTY 2 -- ITEM LIST PRICE: \$29.00 -- TAG/LOCATION: FILE BAR Q	\$ 13.34	\$ 40.02
10	1.00	[No Product Number] Receipt / Delivery / Installation -- ITEM LIST PRICE: \$380.00	\$ 380.00	\$ 380.00

Managers Office Subtotal: \$ 3,447.10

Conference Room

11 Conference Room



Facilities Resource Inc.
11100 Metric Blvd
Suite 450
Austin, TX 78758
PH: 512-371-1232
FX: 512-371-9155

QUOTATION & CONTRACT	
DATE	QUOTE #
05/05/21	21097A
SALES REP	PAYMENT TERMS
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
-- ITEM LIST PRICE: \$13,228.00				
12	8.00	K56TMBU 1 11611 JOYA,TASK,BLACK MESH BACK,2D ARM,1 POSITION LOCK CONTROL 1 = GRADE 1 11611 = CALI BOULDER -- ITEM LIST PRICE: \$708.00 -- TAG/LOCATION: K56TMBU	\$ 325.68	\$ 2,605.44
13	1.00	74K247828BLL PB DOCK, BEAM BASE, RECTANGULAR, ACCESS PANEL, TFL (48X120) PB = PORTOBELLO -- ITEM LIST PRICE: \$2,869.00 -- TAG/LOCATION: 247828LL	\$ 1,319.74	\$ 1,319.74
14	1.00	74K48120AR2L J C7C_CUTOUT STD PB *** ** DOCK, TABLE TOP, ARC-END, LAMINATE 48X120 J = SELF EDGE C7C_CUTOUT = C7, 9.81X11, CENTER, CUTOUT STD = STANDARD GROUP 1 PB = PORTOBELLO *** = ---- *** = ---- -- ITEM LIST PRICE: \$2,578.00 -- TAG/LOCATION: DOCK CONF	\$ 1,185.88	\$ 1,185.88
15	1.00	99KCMU PERKS,CABLE MGR,UNDERSURFACE,SET OF 6 -- ITEM LIST PRICE: \$60.00 -- TAG/LOCATION: CM	\$ 27.60	\$ 27.60
16	1.00	KCE1110PDESMAA ELEC,E2X POWER/DATA CENTER,ANODIZED ALUMINUM -- ITEM LIST PRICE: \$1,407.00 -- TAG/LOCATION: KCE1110PDE	\$ 647.22	\$ 647.22
17	1.00	[No Product Number] RDI -- ITEM LIST PRICE: \$650.00	\$ 650.00	\$ 650.00

Conference Room Subtotal: \$ 6,435.88

Storage Room

18 Storage Room

-- ITEM LIST PRICE: \$2,947.00



Facilities Resource Inc.
11100 Metric Blvd
Suite 450
Austin, TX 78758
PH: 512-371-1232
FX: 512-371-9155

QUOTATION & CONTRACT

DATE	QUOTE #
05/05/21	21097A
SALES REP	PAYMENT TERMS
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
19	1.00	K86TMBUSL 1 11611 HELIO,TASK,MESH,BLK,UPH SEAT,SEAT SLIDER 1 = GRADE 1 11611 = CALI BOULDER -- ITEM LIST PRICE: \$942.00 -- TAG/LOCATION: HELIO	\$ 433.32	\$ 433.32
20	1.00	KCCB009 CSGDS,LOCK CORE-BLK,BLK HNGD KEY,KEY 009 -- ITEM LIST PRICE: \$28.00 -- TAG/LOCATION: KCCB009	\$ 12.88	\$ 12.88
21	1.00	53KE3060DLFBLL1 P 89_462 KS G1RMB PB PB PB PB PRIORITY,30DX60W,DESK,SINGLE PED,RECTANGLE,LEFT,TFL/TFL,BBF P = 1/8" MOLDED VIN 89_462 = STUDIO,CINDER KS = SPECIFY CORE SEPARATELY G1RMB = G1,RIGHT,MATTE BLACK PB = PORTOBELLO PB = PORTOBELLO PB = PORTOBELLO PB = PORTOBELLO -- ITEM LIST PRICE: \$1,773.00 -- TAG/LOCATION: PRIORITY	\$ 815.58	\$ 815.58
22	1.00	99K0612PT PERKS,6DX12W,PENCIL TRAY,BLACK -- ITEM LIST PRICE: \$25.00 -- TAG/LOCATION: PENCIL	\$ 11.50	\$ 11.50
23	1.00	99KFB PERKS,FILE BAR,SIDE TO SIDE,QTY 2 -- ITEM LIST PRICE: \$29.00 -- TAG/LOCATION: FILE BAR Q	\$ 13.34	\$ 13.34
24	1.00	[No Product Number] Receipt / Delivery / Installation -- ITEM LIST PRICE: \$150.00	\$ 150.00	\$ 150.00

Storage Room Subtotal: \$ 1,436.62



Facilities Resource Inc.
 11100 Metric Blvd
 Suite 450
 Austin, TX 78758
 PH: 512-371-1232
 FX: 512-371-9155

QUOTATION & CONTRACT

DATE	QUOTE #
05/05/21	21097A
SALES REP	PAYMENT TERMS
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
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WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

X _____ Date 05/05/21
 General Sales
 Facilities Resource Inc.

X _____ Date _____
 Title _____
 Williamson County

SUBTOTAL	\$11,319.60
FREIGHT	\$0.00
DELIVERY/SET-UP	\$0.00
SALES TAX (0%)	\$0.00
TOTAL	\$11,319.60
DEPOSIT REQUESTED	\$0.00
BALANCE	\$11,319.60



TERMS AND CONDITIONS

1. The Buyer's signature on a Facilities Resource, Inc. proposal or the issuance of a purchase order from the Buyer to Facilities Resource, Inc. constitutes acceptance and a binding purchase agreement for services. On all orders over \$1,000.00 a hard copy PO is requested.
2. Changes requested by Buyer subsequent to manufacturer acknowledgement are subject to Facilities Resource, Inc.'s ability to conform and upon factory approval. All such requests shall be delivered to Facilities Resource, Inc. in writing and accepted by Facilities Resource, Inc. in writing. Resulting additional charges shall be paid by the Buyer.
3. The Buyer warrants that the credit application and other financial statement submitted to Facilities Resource, Inc. are true and correct.
4. In the event construction delays or other causes not within Facilities Resource, Inc.'s control force postponement of the delivery and/or installation, the merchandise can be stored at a rate of \$24.00 per GMA pallet until installation will take place. The Buyer shall pay any demurrage charges incurred.
5. Client must hold property insurance for replacement value on merchandise stored in Facilities Resource, Inc. warehouse. FRI will not be responsible for damage due to fire, flood or any other uncontrolled circumstance, for client owned property stored in its warehouse and does not hold insurance for such.
6. Claims for damage in transit will be processed by Facilities Resource, Inc. and damaged merchandise shall be repaired or replaced to the reasonable satisfaction of the Buyer.
7. Wherein product deliveries and labor at site are affected by stairs and no other means (elevator or mechanical lift) of moving products is available, an additional fee will be applied.
8. Storage of product for up to (2) weeks is included in the proposal cost. Storage fees commence the date the product is received.
9. Additional Storage will be calculated on a weekly basis and charged on a change order until the product leaves the warehouse. Any storage change order out-standing more than (15) calendar days will cause a hold on the product release.
10. Delivery and installation will be made during Facilities Resource, Inc. regular business hours and according to the service schedule provided to the Buyer. Regular business hours are Monday – Friday, 7:00am – 5:00pm. Buyer will be billed for any additional labor costs resulting from overtime work performed at the Buyer's request. If the space provided is inadequate or requires excessive sorting or storage costs, Buyer shall reimburse Facilities Resource, Inc. for the cost of same. If the space provided is inconveniently located or on a floor different from the installation site, Buyer shall reimburse Facilities Resource, Inc. for the extra costs of transporting merchandise to and from storage. If the merchandise must be moved due to activity of other trades or other reasons, Buyer shall reimburse Facilities Resource, Inc. for the cost of same.
11. Facilities Resource, Inc. shall not be responsible for manufacturer's inability to meet their estimated ship dates. Estimated ship dates are for manufacturers time allowances only and do not include any time allowance for actual shipping and delivery of merchandise.
12. Buyer must keep the job site free and clear of debris before and during the installation. Hoisting or elevator service and adequate facilities for off-loading, staging, moving, and handling of merchandise must be provided by the Buyer and without charge to Facilities Resource, Inc. The Buyer is also responsible for securing all necessary building permits and licenses.
13. After arrival of the merchandise at the site, any loss or damage by weather, trades working at the site, or otherwise, shall be the responsibility of the Buyer.
14. Merchandise will be invoiced upon shipment from the manufacturer. Buyer agrees to pay each invoice within the 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 licensee 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.
15. Any controversy or claim arising out of or relating to this Contract or any breach thereof shall be settled in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof.
16. In the event of default under this agreement, the prevailing party shall be allowed to recover attorney fees in accordance with the determination of the court.
17. In no event shall either party be liable for any special indirect, consequential, incidental damages including, without limitation, damages for loss of business profits, business interruptions or loss of information, even if the other Party has been advised of the possibility of such damages.
18. Facilities Resource, Inc. will provide certificate of insurance acceptable to buyer and insurance that it maintains adequate workers compensation, general liability & property coverage at all times. If a waiver is requested as part of the insurance requirements, a \$350.00 fee per waiver will be charged.



19. Unless otherwise specified, all furniture is warranted by Facilities Resource, Inc. to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. Facilities Resource, Inc. will repair, adjust, or take corrective action on any problem free of charge within 30 days of purchase or manufacturers earliest notification. Manufacturer's warranties will apply with any charges for labor at the prevailing rates. It is expressly agreed that this warranty is in place and in lieu of all warranties of fitness and merchantability. All used or rental return merchandise is sold on an "AS IS" basis.
20. It shall be understood and agreed that during the term of this agreement and for a period of 12 (twelve) months, thereafter, the Buyer will not directly nor indirectly recruit and/or hire any employee of Facilities Resource, Inc., unless mutually agreed upon between Officers of the Buyer and Facilities Resource, Inc.
21. All additional costs listed above shall include a 25% administrative fee.
22. Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.
23. The above is the entire agreement between the Buyer and Facilities Resource, Inc. It may not be changed without mutual written authorization. These terms apply to the initial order and any subsequent orders.
24. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this purchase agreement.
25. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
26. 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 ten (10) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

I have read and understand all of the terms and conditions contained herein.

Agreed:

Williamson County

Date

Facilities Resource, Inc.

05/06/2021
Date

Commissioners Court - Regular Session**16.****Meeting Date:** 05/25/2021

Authorize Service Agreement for fencing at River Ranch Park

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the service agreement between Texas Ranch Enhancements, LLC and Williamson County for boundary fencing at River Ranch Park and authorizing the execution of the agreement.

Background

Williamson County solicited quotes for a boundary enhancement project needed to replace unserviceable fencing and signage to clearly define park boundaries and to ensure safety and security of park visitors and surrounding private property. The work/ quote is in a not-to-exceed amount of \$49,990.00. The Point of Contact is Alejandra Urista and the funding source is 01.0100.3107.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Service Agreement

Vendor Quote

Form Review**Inbox****Reviewed By****Date**

Purchasing (Originator)

Joy Simonton

05/20/2021 10:13 AM

County Judge Exec Asst.

Andrea Schiele

05/20/2021 10:16 AM

Form Started By: Johnny Grimaldo

Started On: 05/19/2021 03:06 PM

Final Approval Date: 05/20/2021

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**CONTRACT
FOR
FENCE INSTALL AND
RELATED SERVICES
(Parks & Recreation Department)**

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 **Texas Ranch Enhancements, LLC (hereinafter “Service Provider”)**, 5551 CR 200, Liberty Hill, TX 78642 (Ph. 512-716-5070). 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 April 9, 2021, 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 \$50,000.00.**

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

IV.

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

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

Upon execution of this 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 April 9, 2021, which is incorporated herein as if copied in full; and**
- B. 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: 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: _____, 2021

SERVICE PROVIDER:



Authorized Signature



Printed Name

Date: May 18, 2021

Exhibit(s)
Statement of Work/Quote, dated April 9, 2021

Texas Ranch Enhancements

5551 CR 200

Liberty Hill, TX 78642

(512)716-5070

texasranchenhancements@gmail.com



Estimate

ADDRESS

Robert Moss

Wilco Park

Cr 282

TEXAS 78642 United States

ESTIMATE # 1150**DATE 04/09/2021**

ACTIVITY	QTY	RATE	AMOUNT
Sales ~2400' Stay tuff, high tensile, fixed knot, 949-12 net wire 2 H braces with kickers 1 double kicker Sch 80 new pipe 1.33 lb/ft tpost <i>Section A</i>	1	9,600.00	9,600.00
Sales ~1360' Stay tuff, high tensile, fixed knot, 949-12 net wire 2 H braces with kickers 3 kickers on curve Sch 80 new pipe 1.33 lb/ft tpost <i>Section B</i>	1	7,200.00	7,200.00
Sales ~2220' Stay tuff, high tensile, fixed knot, 949-12 net wire 2 H braces with kickers 1 double kicker Sch 80 new pipe 1.33 lb/ft tpost <i>Section C</i>	1	9,350.00	9,350.00
Sales 2400' Removal of old fence and clear new line 10-12' 1 week of clearing with 2 machines plus fence removal	1	7,500.00	7,500.00
Sales 3580' Clear and remove old fence 2 weeks	1	13,750.00	13,750.00
Sales Provide and install double sided boundary sign	175	14.80	2,590.00
Sales Extra rolls of 949-12"-330' stay tuff high tensile, triple galvanized	0	185.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
Sales	0	1,000.00	0.00
Additional day of clearing 2 machines			
Sales	0	650.00	0.00
Additional day clean up 1 skld steer			

TOTAL

\$49,990.00

Accepted By

Accepted Date

Commissioners Court - Regular Session**17.****Meeting Date:** 05/25/2021

Authorize addendum form to the service agreement for commercial trash pickup at River Ranch Park

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the addendum form to the service agreement between Texas Disposal Services and Williamson County for commercial trash service at River Ranch Park and authorizing the execution of the addendum.

Background

Williamson County originally approved the service agreement with Texas Disposal Systems on 10.10.2020 item no. 11. The addendum increases the commercial trash pick-up frequency. Currently, the park is closed to the public due to construction, as a result we have been able to get by with only one pick up a month. Once we open, we will offer 73 campsites, a day use area with a playground, 3 group pavilions, an interpretive center with a classroom and conference room, and 20 miles worth of hiking trails. Parks would have the capability to increase service already established, and when given the green light, Parks can keep up with the trash generated by the public once we open. This service will ensure that that park grounds remain clean and litter free thus promoting a positive image for the county and a positive experience to our visitors. Effective date is 06.01.21. The addendum estimated annual amount is up to \$11,389.20. The Point of Contact is Alejandra Urista and the funding source is 01.0100.3107.004430.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Signed Addendum Form

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 05/20/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/19/2021 04:55 PM

05/20/2021 09:20 AM

Started On: 05/19/2021 03:09 PM



TEXAS DISPOSAL SYSTEMS, INC.

ADDENDUM FORM

MAILING ADDRESS

P.O. Box 17126
Austin, TX 78760
(512) 421-1300

(Minor Changes That Do Not Require A New Contract)

Date Requested: 4/27/21

Effective Date: 6-1-2021

Account #: 6-0062213

☐ Name Change ☐ Address Change ☒ Service Increase ☐ Service Decrease

☐ Lock bar ☐ Casters ☐ Price Rollback ☐ Other: _____

SERVICE NAME: Willimamson County Parks and Recreation

SERVICE ADDRESS: 194 Reveille Way, Liberty Hill, TX 78642

BILLING NAME: Williamson County Parks and Recreation

BILLING ADDRESS: 219 Perry Mayfield Blvd, Leander, TX 78641

AUTHORIZED CONTACT: Alejandra Urista CONTACT PHONE: 5129435265

CURRENT SERVICE: (1)FL 8yd; (4)FL 6yd; (1) FL 3yd all OAM

CURRENT RATE: \$499.00/month

NEW SERVICE: (1)FL 8yd; (4)FL 6yd; (1) FL 3yd all 1X/week

NEW RATE: \$949.10

ADDITIONAL INFORMATION:

All other previously agreed upon contract terms and conditions remain the same.

☐ Site Map Attached

CUSTOMER REPRESENTATIVE: _____

COMMERCIAL REPRESENTATIVE: [Signature]

COMMERCIAL MANAGER: _____

DATE: _____

DATE: 4/28/21

DATE: _____

Commissioners Court - Regular Session**18.****Meeting Date:** 05/25/2021

Authorize amendment with BenefitFocus.com; RFP T2590 Web Based Enrollment System

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the amendment to the contract between BenefitFocus.com and Williamson County for Web-Based Employee Benefit Enrollment and authorizing the execution of the amendment.

Background

As Williamson County begins our implementation with BenefitFocus, it was noted that the current order form reflected that 50% of the Implementation Fees were not reflected as payable upon initial implementation and then the remaining 50% upon completion of implementation. The current order form reflects the full implementation costs of \$48,694.50. BenefitFocus has sent an addendum which requires court approval so that a purchase order with the correct amount to be paid upon initial implementation may be requested. The total implementation costs are \$48,694.50 should be payable 50% initial implementation \$24,347.25 and then after completion of implementation (anticipated by 10/1/2021) the remaining \$24,347.25. The point of contact is Shelley Loughery. The funding source is 01.0885.0886.004208

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Addendum no. 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/20/2021 10:20 AM
County Judge Exec Asst.	Andrea Schiele	05/20/2021 10:21 AM
Form Started By: Johnny Grimaldo		Started On: 05/19/2021 03:10 PM
Final Approval Date: 05/20/2021		



Amendment No. 1 to the Order Form

This Amendment No. 1 ("Amendment") to the Order Form dated April 7, 2021 ("Order Form"), is between Benefitfocus.com, Inc. ("Benefitfocus") and Williamson County ("Client") and is made on May 13, 2021.

WHEREAS, the parties entered into the Order Form in order for Benefitfocus to provide Client with software services; and

WHEREAS, the parties wish to clarify the invoicing terms for the One-Time Fees; and

WHEREAS, the parties agree to amend the Order Form under the terms and conditions of this Amendment and include said modifications.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound Benefitfocus and Client hereby agree as follows:

1. **Professional Services Fees.** The first sentence of Section III.B.3 of the Order Form is deleted in its entirety and replaced with the following:

Except as otherwise stated herein, the Professional Services fee defined in Section III will be invoiced as follows: 50% upon Client's execution of this Order Form and 50% on October 1, 2021.

2. **Prior Agreement.** Except as expressly amended herein, all other terms and conditions as set forth in the Order Form shall remain in full force and effect. The Order Form shall remain and continue in full force and effect and shall continue to be binding on the parties hereto. This Amendment is hereby incorporated into the Order Form and by reference. To the extent that there is any inconsistency between the Order Form and this Amendment, this Amendment shall prevail. Capitalized terms used herein shall have the same meanings as are set forth in the Order Form, as applicable, unless stated otherwise.

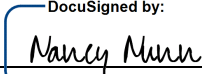
3. **Authority to Enter into an Agreement.** Each party represents and warrants that (i) it has all requisite corporate power and authority to enter and perform pursuant to this Amendment; (ii) the execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; (iii) this Amendment has been duly executed and delivered by such party; and (iv) no other person or entity other than those set forth in this Amendment has any interest in the subject matter referred to in this Amendment.

All terms and conditions of the Order Form which are not hereby amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto by their duly authorized representatives executed this Amendment.

BENEFITFOCUS.COM, INC.

WILLIAMSON COUNTY

By: 
 Print: Nancy Nunn
 Title: Corporate Controller
 Date: May 18, 2021

By: _____
 Print: _____
 Title: _____
 Date: _____

Commissioners Court - Regular Session**19.****Meeting Date:** 05/25/2021

KC Engr 2965 WA5 CR 307

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of \$92,605.00 to expire on September 1, 2023 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated March 24, 2020 for Engineering Design Services for CR 307 Reconstruction. Funding source: P394.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

KC Engr 2965 WA5 CR 307

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/18/2021

Reviewed By

Hal Hawes

Andrea Schiele

Date

05/18/2021 10:00 AM

05/18/2021 01:59 PM

Started On: 05/17/2021 12:41 PM

WORK AUTHORIZATION NO. 5

PROJECT: Engineering Design Services for CR 307 Reconstruction

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 24, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **K.C. Engineering, Inc.** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$92,605.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 1, 2023**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this 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 this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

K.C. Engineering, Inc.

By:

Greg Haley, P.E.
Signature

Greg Haley, P.E.

Printed Name

President

Title

COUNTY:

Williamson County, Texas

By: _____

Signature

Printed Name

Printed Name

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County
Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight
- Topographic and R.O.W. Surveys.
- Geotechnical Investigations; data and reports.
- ROW Documents and Drainage Reports
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating and evaluating bids after bid opening, and providing recommendation of award of contract.
- Construction oversight, administration and management.

Attachment B – Services to be Provided by Engineer

Services to be Provided by Engineer

Project Locations

1. Name of Roadways – CR 307

Task 1: Project Management

Attend Progress Review Meetings with County Road and Bridge Department at 50%, 90%, and Final. Prepare monthly progress reports and invoices. Maintain project schedule and perform CQ/QC.

Task 2: Topographic Surveys and R.O.W. Surveys

To be provided by the County

Task 3: Preliminary Engineering

Conduct Site Visit and Field Reconnaissance to document existing conditions. Data collection including available as-builts. Develop conceptual geometric layout on scroll plot (1" = 20' H, 1" = 2' V) showing roadway horizontal and vertical geometry and proposed typical section. Prepare preliminary cross sections (50' interval and driveways). Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 10-yr, 25-yr, 50-yr, and 100-yr.

Task 4: Geotechnical Investigations

To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

To be provided by the County

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Prepare final detailed design and PS&E for proposed improvements. Calculate ditch capacity and size driveway and cross culvert pipes.

Plan Sheets:

- Title Sheet
- Index of Sheets
- Estimate of Quantities Summary
- Project Layout
- Typical Sections

- Horizontal Alignment Data
- Drainage Area Map
- Cross Section at Culvert Sites
- H & H Summaries
- Miscellaneous Drainage Details
- Existing Conditions and Removal Plan
- Erosion Control Plan
- Sequence of Construction
- Traffic Control Plan
- Driveway Details
- Driveway Summary
- Intersection Layout
- Roadway Plan & Profile
- Miscellaneous Roadway Details
- Signs & Pavement Markings
- Small Sign Summary
- SW3P
- Cross Sections (50' Interval and Driveways)
- Standards

Specifications

Cost Estimate

General Notes

Task 9: Bidding Phase Services

Prepare Bid Tabs for processing by Purchasing Department

Task 10: Construction Phase Services

Review shop drawings and respond to contractor RFIs. Prepare electronic as-built final drawings for the County based on construction red-lines provided by the County.

Deliverables:

50% Submittal:

- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer's Internal QA/QC marked up set

90% Submittal

- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes

- Engineer's Internal QA/QC marked up set

100% Submittal

- PDFs of 11" x 17" Plan Sheets
 - Specifications
 - Estimate of Construction Cost
 - General Notes
 - Engineer's Internal QA/QC marked up set
- Electronic copy of submittal documents in PDF format



FILE: K:\20-205.5 WA #5 - CR 307\Design\Civil 3D\Preliminary.dwg

Job No.
205-5

Date: 05/03/21

Rev. No.

1

2

3

4

Scale (Hor.): AS NOTED

Scale (Vert.): AS NOTED

Checked By:

Date

Remarks

This document is released for the purpose of interim review under the authority of Greg Haley, P.E. 52292 on May 02, 2021. It is not to be used for construction, bidding or permit purposes.

205-5

CR 307

PRECINCT 3

WILLIAMSON COUNTY, TX

ENGINEERING

KC

1986

K.C. ENGINEERING, INC.

CONSULTING ENGINEERS

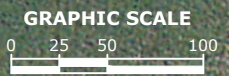
705 HWY. 281 NORTH, PLAZA 1, SUITE 103

MARBLE FALLS, TEXAS 78654

OFFICE: 830-693-5635 FAX: 830-693-9664

www.kcengineering.com

REGISTRATION # F-977



DIMENSIONS BASED UPON 45 MPH DESIGN SPEED:

DECELERATION LENGTH = 345'
TAPER LENGTH = 100'

LANE WIDTHS = 12'

LOCATIONS ARE APPROXIMATE. ACTUAL
CONSTRUCTION VIABILITY TO BE DETERMINED BY
ON-THE-GROUND SURVEY DATA.

K.C. ENGINEERING, INC.
CONSULTING ENGINEERS
705 HWY. 281 NORTH, PLAZA 1, SUITE 103
MARBLE FALLS, TEXAS 78654
OFFICE: 830-693-5635 FAX: 830-693-9664
www.kcengineering.com
REGISTRATION # F-977



SCHEMATIC LAYOUT:
CR 307 & CR 305 INT.
PRECINCT 3
WILLIAMSON COUNTY, TX

This document is released for
the purpose of interim review
under the authority of
Greg Haley, P.E. 52292
on May 02, 2021
It is not to be used for
construction, bidding or
permit purposes

File: K:\20-205.5 WA #5 - CR 307\Design\Civil 3D\Preliminary.dwg	Scale (Hor.): AS NOTED	Scale (Vert.): AS NOTED	Checked By:	Drawn By: 00
Job No. 205-5	Date: 05/03/21	Rev. No. 1	Date	Remarks
		2		
		3		
		4		

SHEET
B

ATTACHMENT C
WORK SCHEDULE
WORK AUTHORIZATION NO. 5

Task No.	Task Name	Duration	Time	Start	Finish
1	WA #5 - Notice to Proceed	0	Days	5/18/2021	5/18/2021
2	Survey (by others)	10	Days	5/28/2021	5/28/2021
3	Design	30	Days	5/28/2021	6/27/2021
4	50% PS&E	5	Days	6/27/2021	7/2/2021
5	QA/QC	2	Days	7/2/2021	7/4/2021
6	Submit 50% PS&E	0	Days	7/4/2021	7/4/2021
7	County Review	5	Days	7/4/2021	7/9/2021
8	90% PS&E	20	Days	7/9/2021	7/29/2021
9	QA/QC	2	Days	7/29/2021	7/31/2021
10	Submit 90% PS&E	0	Days	7/31/2021	7/31/2021
11	County Review	5	Days	7/31/2021	8/5/2021
12	Final PS&E	5	Days	8/5/2021	8/10/2021
13	Address 90% comments	2	Days	8/10/2021	8/12/2021
14	Final Quantities	2	Days	8/12/2021	8/14/2021
15	Final Estimate	2	Days	8/14/2021	8/16/2021
16	Assemble Final PS&E	2	Days	8/16/2021	8/18/2021
17	Submit Final PS&E	0	Days	8/18/2021	8/18/2021
18	County Review	5	Days	8/18/2021	8/23/2021
19	Submit Signed and Sealed PS&E	2	Days	8/23/2021	8/25/2021
20	Bid Advertisement	35	Days	8/25/2021	9/29/2021
21	Letting	1	Days	9/29/2021	9/30/2021
22	Award and Bonds	30	Days	9/30/2021	10/30/2021
23	Construction	60	Days	10/30/2021	12/29/2021
24	Complete Project	2	Days	12/29/2021	12/31/2021

**ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION NO. 5
COUNTY ROAD 307**

K.C. ENGINEERING, INC.											
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00	
1	PS&E Development										
1.1	Roadway Design										
1.1.1	Establish Horizontal Alignment				1	1					\$ 360.00
1.1.2	Establish Vertical Alignment				2	3					\$ 885.00
1.1.3	Site Visits				4						\$ 780.00
1.1.4	Superelevation Table										\$ -
1.1.5	Roadway Cross Sections	1			2	4	2				\$ 1,550.00
1.1.6	Earthwork Calculations				1	2	4				\$ 1,025.00
1.1.7	Roadway Plan Profile Sheets	1			3	8	12				\$ 3,655.00
1.1.8	Driveway Profiles / Details / Summaries				2	2	4				\$ 1,220.00
1.1.9	Side Road Profiles / Details / Summaries				2	4	6				\$ 1,800.00
1.1.10	Miscellaneous Roadway Details				1	2	2				\$ 775.00
1.1.11	Alignment Data				1	1	2				\$ 610.00
1.1.12	Sequence of Construction	1			2	4	2				\$ 1,550.00
1.1.13	Intersection Layouts	1			2	6	8				\$ 2,630.00
1.1.14	Project Layout				1	2	3				\$ 900.00
1.1.15	Title Sheet				1	1	2				\$ 610.00
1.1.16	Survey Data				1	2	2				\$ 775.00
1.1.17	Roadway Typical Sections	1			1	2	4				\$ 1,275.00
1.1.18	Index of Sheets				1	1	2				\$ 610.00
1.1.19	Summary of Roadway Quantities	1			2	4	8				\$ 2,300.00
1.1.20	Construction Estimate	1			2	4	4				\$ 1,800.00
1.1.21	Assemble Applicable Standards				1	2	2				\$ 775.00
	Task 2.1 Total	7	0	0	33	55	69	0	0	0	\$ 25,885.00
1.2	Hydrology & Hydraulics										
1.2.1	Drainage Area Mapping (Roadway & Driveway)				1	2	8				\$ 1,525.00
1.2.2	Roadway Hydrology				4	6	8				\$ 2,770.00
1.2.3	Roadway Hydraulics				2	2	5				\$ 1,345.00
1.2.4	Roadway Culvert Sizing	1			2	3	3				\$ 1,510.00
1.2.5	Roadway H&H Summary Sheet & Tables				1	1	3				\$ 735.00
1.2.6	Driveway Hydrology	1			3	4	8				\$ 2,495.00
1.2.7	Driveway Hydraulics	1			2	3	6				\$ 1,885.00
1.2.8	Driveway Culvert Sizing	1			2	4	6				\$ 2,050.00
1.2.9	Driveway H&H Summary Sheet & Tables	1			1	2	6				\$ 1,525.00
1.2.10	Culvert Layouts & Culvert Details	1			2	6	8				\$ 2,630.00
1.2.11	Miscellaneous Drainage Details				1	2	2				\$ 775.00
1.2.12	Summary of Drainage Quantities	1			1	1	2				\$ 860.00
1.2.13	Assemble Applicable Standards				1	2	2				\$ 775.00
	Task 2.2 Total	7	0	0	23	38	67	0	0	0	\$ 20,880.00
1.3	Signing & Pavement Marking										
1.3.1	Sign Layouts	1			2	1	1				\$ 930.00
1.3.2	Pavement Marking Layouts	1			1	4	4				\$ 1,605.00
1.3.3	Pavement Marking Details				1	2	4				\$ 1,025.00
1.3.4	Summary of Pavement Markings				1	2	4				\$ 1,025.00
1.3.5	Small Sign Summary				1		4				\$ 695.00
1.3.6	Assemble Applicable Standards				1	2	2				\$ 775.00
	Task 2.3 Total	2	0	0	7	11	19	0	0	0	\$ 6,055.00
1.4	Traffic Control Plans / SW3P										
1.4.1	Traffic Control Layouts	1			6	4	2				\$ 2,330.00
1.4.2	Traffic Control Typical Sections	1			2	4	4				\$ 1,800.00
1.4.3	Intersection Design	1			2	6	8				\$ 2,630.00
1.4.4	Driveway Design	1			2	4	6				\$ 2,050.00
1.4.5	Storm Water Pollution Prevention Plan (SW3P)	1			1	2	4				\$ 1,275.00

**ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION NO. 5
COUNTY ROAD 307**

K.C. ENGINEERING, INC.											
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00	
1.4.6	Prepare Env. Permits, Issues & Commitments	1			1	1	2				\$ 860.00
1.4.7	Erosion Control Plan	1			2	2	8				\$ 1,970.00
1.4.8	Miscellaneous TCP and Erosion Details				1	1	2				\$ 610.00
1.4.9	Assemble Applicable Standards				1	1	2				\$ 610.00
	Task 2.4 Total	7	0	0	18	25	38	0	0	0	\$ 14,135.00
1.5	PS&E Documents										
1.5.1	Summary of Quantities	1			2	4	8				\$ 2,300.00
1.5.2	Basis of Estimate	1			2	4	4				\$ 1,800.00
1.5.3	Construction Cost Estimate	1			2	4	4				\$ 1,800.00
1.5.4	Construction Duration Estimate	1			2	1	1				\$ 930.00
1.5.5	General Notes & Specifications	1			2	4	2				\$ 1,550.00
1.5.6	Supporting Contract Documentation	1			2	1	2				\$ 1,055.00
	Task 2.5 Total	6	0	0	12	18	21	0	0	0	\$ 9,435.00
1.6	Project Management										
1.6.1	Project Administration	12								14	\$ 4,120.00
1.6.2	Maintain Project Records	1			2					6	\$ 1,120.00
1.6.3	Periodic Progress Meetings (County)	2			3						\$ 1,085.00
1.6.4	Periodic Progress Meetings (Subconsultants)										\$ -
1.6.5	QA/QC	4			4	6	4			4	\$ 3,590.00
1.6.6	Invoice Preparation	3								10	\$ 1,550.00
1.6.7	Progress Reports	2								8	\$ 1,140.00
1.6.8	Plans Preparation for Submittal	1			2	4	4			8	\$ 2,440.00
	Task 2.6 Total	25	0	0	11	10	8	0	0	50	\$ 15,045.00
	Task 1 - PS&E Total	54	0		104	157	222	0	0	50	\$ 91,435.00
2	Project Bidding										
2.1	Project Bidding										
2.1.1	Prepare Addenda				2						\$ 390.00
2.1.2	Contractor Questions (RFI)				2						\$ 390.00
2.1.3	Attend Pre-Bid Conference										\$ -
2.1.4	Tabulate Bids				2						\$ 390.00
2.1.5	Prepare Recommendation Letter										\$ -
	Task 2 Project Bidding Total	0	0	0	6	0	0	0	0	0	\$ 1,170.00
3	Construction Support										
3.1	Construction Support (If Required)										
3.1.1	Preconstruction Meeting										\$ -
3.1.2	Review Shop Drawings										\$ -
3.1.3	General Construction Support										\$ -
3.1.4	Prepare Change Orders as Necessary										\$ -
	Task 3 Construction Support Total	0	0	0	0	0	0			0	\$ -
	Total Tasks 1, 2, & 3	54	0		110	157	222	0	0	50	\$ 92,605.00

Commissioners Court - Regular Session**20.****Meeting Date:** 05/25/2021

Walker 2586 WA3 CR 255 ROW Topo

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$194,370.00 to expire on December 31, 2022 under Williamson County Contract for Surveying Services between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for CR 255 Topo and ROW Parcel Exhibit Acquisition. Funding source: P546.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Walker 2586 WA3 CR 255 ROW Topo

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/18/2021

Reviewed By

Hal Hawes

Andrea Schiele

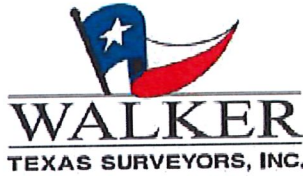
Date

05/18/2021 12:07 PM

05/18/2021 01:59 PM

Started On: 05/17/2021 03:05 PM

PSA: HNTB Surveying Services for Road Bond Program WA#3
Project Name: CR 255 TOPO and ROW PARCEL EXHIBIT ACQUISITION



P. O. Box 324
Cedar Park, Texas 78630-0324
TBPLS Firm Number 10103800

May 7, 2021

Mr. Randy Ehresman, PE
Williamson County Road Bond Program, HNTB Corporation
101 East Old Settlers Boulevard, Suite 100, Round Rock, TX 78664

PSA: HNTB Surveying Services For Road Bond Program WA # 3

HIGHWAY: CR 255 Topo and ROW Parcel Exhibits

LIMITS: Proposed ROW Topo and Parcel acquisition per attached map (Exhibit E) along CR 255 (approximately 16000 Centerline Linier Feet) from Ronald W. Reagan to CR 254 including 100' each roadway direction at tie in's (approx. 16000 Centerline LF and up to 41 Parcels).

Mr. Ehresman,

Walker Texas Surveyors, Inc. (WTS) is pleased to submit this proposal to your office for Professional Land Surveying Services to produce Topographic and Parcel acquisition Exhibits that are necessary to complete the referenced project in Williamson County, Texas.

We propose to complete this project on a time and materials basis in accordance with our existing contract with Williamson County. We will begin work immediately upon notice to proceed from your office per the details herein.

This proposal was developed using information provided (right-of-way maps, digital files, etc.) that we have on file, information that we received from you and various other sources, as well as our visit to the project site.

WTS will deliver the digital files, survey data files and hard copies of the survey, as described in this proposal, within budgeted time frame agreed upon in attached Exhibit C.

Thank you for the opportunity to provide this proposal and fee estimate. Please contact me with any questions or comments you may have.

Sincerely,

Charles G. Walker
Registered Professional Land Surveyor

WORK AUTHORIZATION NO. 3
PROJECT: CR 255 TOPO and ROW Parcel Exhibit Acquisition

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Walker Texas Surveyors, Inc. (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$194,370.00.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on December 31, 2022. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this 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 this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this 18TH day of May, 2021.

SURVEYOR:

Walker Texas Surveyors, Inc

COUNTY:

Williamson County, Texas

By: 

Signature

By: _____

Signature

Charles G. Walker

Printed Name

Bill Gravell, Jr.

Printed Name

Vice President

Title

Williamson County Judge

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A (continued)

SERVICES PROVIDED BY THE COUNTY

1. Provide the specification requirements for all surveys and provide CAD file of supplied pdf (20201026_CR255_Exhibit.pdf) with proposed centerline of propose ROW alignment as well as anticipated Parcels to be acquired.
2. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
3. Designate a project manager to serve as the Counties point of contact with the Surveyor.
4. Provide Aluminum caps for Iron Rods, if applicable.
5. Provide Brass Disc's for flush mount ROW markers, if applicable.

EXHIBIT B

SERVICES PROVIDED BY THE SURVEYOR

SCOPE OF SERVICES AND FEE ESTIMATE CR 255, WILLIAMSON COUNTY, TEXAS – STAKE ROW AND PARCEL ACQUISITION

DETAILED LIMITS OF PROJECT: Walker Texas Surveyors, Inc. (WTS) proposes to provide the following surveying services to Williamson County, Texas

- Proposed ROW Topo and Parcel acquisition per attached map (Exhibit E 20201026_CR255_Exhibit.pdf) along CR 255 from Ronald W. Reagan to CR 254 including 100' each direction at tie in's (approx. 16000 Centerline LF and up to 41 Parcels).).

RIGHT-OF-ENTRY (ROE)

- No ROE tasks are included in this scope of services and will coordinate with project manager for access details.

HORIZONTAL and VERTICAL CONTROL

- Walker Texas Surveyors (WTS) will rectify to existing survey control performed previously by WTS. WTS will expand and increase as needed to acquire necessary data.
- Walker Texas Surveyors (WTS) will report in State Plane Coordinate System, Central Zone NAD 83 for Horizontal and NAVD 88 (Geoid 2019) for Vertical.
- One pair of Project Control Points will be set on each end of the project and placed in a position that will best insure long term survival. If ground conditions will not allow for standard utilized monumentation WTS will opt for another suitable monument that will be permanent in nature and acceptable to project manager. Additional points will be set along project corridor (up to 4 additional is expected).

RESEARCH AND DEED PLOTS

- WTS will expand previous Research and Deep Plotting efforts to identify subject properties adjoining ROW's. Each will be researched by acquiring information found of record per Williamson County Appraisal District and Williamson County Clerks office as well as other meta data available. If WTS is unable to acquire for any unforeseen reason, WTS will work with Williamson County project manager to plan alternative action.

EXHIBIT B (Continued)

SERVICES PROVIDED BY THE SURVEYOR

- WTS will prepare Deed Plots using above record data to use as a base map for project.

FIELD SURVEY – TOPOGRAPHIC SURVEY

- WTS will densify the previously established Primary Control, as needed to complete this scope of services, by utilizing Network GPS, RTK GPS, Robotic and Conventional surveying methods.
- WTS will establish proposed ROW along the project roadway per CAD alignment info as provided by Wilco project manager to relate all topographic data. Any problems encountered in establishing and/or associating this data will be immediately brought to the attention of Wilco project manager for other solutions.
- Topographic Survey will include spot elevations and break lines sufficient to generate 1' contour intervals within the project limits. The point cloud will extend minimally arm's length outside the proposed ROW in order to insure accuracy of the contours.
- Locate any visible culverts, utilities within the site including inverts (flow lines) of accessible (unbolted) Storm Sewer, Wastewater manholes and all observed utility apparatus is located within the site. Digital photos of any unique and/or non-typical apparatus will be provided as part of the deliverables. No utility research is included.
- Locate all driveways and/or streets within the limits of the project area.
- No trees are included in this task however, any notable trees observed will be brought to the attention of the project manager.
- WTS will quality check the project using field survey, published LiDAR as well as other reliable sources to insure accuracy and completeness.
- WTS will provide project manager with report weekly with project progress.

FIELD SURVEY – PARCEL EXHIBIT SURVEYS

- All property corners needed to accurately establish the New ROW Parcel Acquisition will be located.
- WTS will produce an AutoCAD or MicroStation base working map of this project. This will be used to produce the Topographic and confirm identified Parcel Exhibits.

EXHIBIT B (Continued)

SERVICES PROVIDED BY THE SURVEYOR

- Parcels Exhibits (Sketch, Metes and Bounds and Closure computation report for each) will be prepared per HNTB provided exhibit E map and CAD drawing of same. (41 are expected at this time.)
- All ROW Monuments will be set per above using 1/2" Iron Rods with plastic caps set at all PC's, PT's, angle points and at all property line intersections with proposed ROW. (85 to 95 are estimated.)
- Stake out of new ROW every 100' for fence construction, (16,000 LF x 2= 32,000 LF) for both sides of the roadway. ROW staking is expected to be performed upon request at completion of the ROW acquisition process.

PRODUCTION OF SURVEY DELIVERABLES

- WTS will prepare a ROW map utilizing the data collected along the Project corridor in the Field Survey to produce a digital AutoCAD, MicroStation dgn and/or LandXML file(s) showing survey results including monumentation and the current ROW line of CR 255. Survey field notes and supporting electronic data will be made available upon request or as stated above.
- WTS will prepare a horizontal layout exhibit which will include the Primary Control Network callouts.
- WTS will deliver the specified files stated above upon completion of this project.

COMPENSATION

The above scope of services will be performed on a time and materials basis according to the contract rates and is estimated for a budget of **\$ 194,370.00** (detailed on the attached Exhibit D, Fee Spreadsheet). The stated budget will not be exceeded without prior written authorization.

EXHIBIT C

WORK SCHEDULE

Work schedules will be developed prior to Notice-to-Proceed (NTP) and submitted to the County in the form of a Memorandum of Understanding. Should the schedule be acceptable, a written NTP will be delivered to Surveyor.

Anticipated NTP: **May 30, 2021**

Anticipated Field Start: **within 2 weeks of NTP**

Anticipated Delivery of Topographic Survey: **4 months from NTP**

Anticipated Delivery of ROW maps, draft field notes and parcel sketches:
4 months from NTP of Approved Parcel configuration

Anticipated Delivery of Final field notes/parcel sketches:
Expect within 5 to 7 weeks after receipt of draft revisions

Stakeout for fence construction will be performed as requested.

Wilco Work Authorization for Surveying Services for Road Bond Program
 HNTB Road Bond WA # 3 = WTS Project # 075054 CR 255
 CR 255 ROW Design Topo and Parcel Exhibits in Adice/Florence Area
 COUNTY: Williamson
 LIMITS: Along CR 255 Apx 16000' LF - Ronald Reagan Blvd to CR 254

Walker Texas Surveyors, Inc.
 P. O. Box 324
 Cedar Park, TX 78630
 512/259-3361

EXHIBIT D
 FEE SCHEDULE

7-May-21															
	Service	2 Crew	3 Crew	1 Crew	Add Person	PM	RPLS	Field Cor	Sr Tech	CAD Tech	Admin	ATV	Subtotal	Reimburse	Total
Rate/Hr		175	220	130	45	175	150	120	120	90	75	150			
	Rectify/Density previous H&V State Plane Control as needed for Topo	12		12			3		12		6	3			
	Topo ROW w/point cloud extends 25' outside of Proposed ROW	133		134			6		33		6	44			
	Prepare and deliver project in AutoCAD or MicroStation format			25			6		120		3	3			
	QC survey and deliver via email								6						
Subtotal		145	0	171	0	0	15	0	171	0	18	50	79225	0	79225
Total		25375	0	22230	0	0	2250	0	20520	0	1350	7500		0	
	Dead Pictx per appraisal records update prior and expand									41	5				
Subtotal		0	0	0	0	0	0	0	0	41	5	0	4065	0	4065
Total		0	0	0	0	0	0	0	0	3690	375	0		0	
	Survey 41 Tracts	66		67			9		31			16	16		
	Misc additional improvements located	20		21											
Subtotal		86	0	88	0	0	9	0	31	0	16	16	35160	0	35160
Total		16050	0	11440	0	0	1350	0	3720	0	1200	2400		0	
	41 Parcels Exhibits Draft						41		164		21				
	41 Parcels Exhibits Final	44					41		41		4	5			
	41 Parcel Corners Set	44	0	0	0	0	82	0	216	0	29	5		0	
Subtotal		7700	0	0	0	0	12300	0	25920	0	2175	750	48845	0	48845
Total															
	Stake New ROW every 100' approx 15300 LF x 2 (both sides)	123					8		15		4	15			
Subtotal		123	0	0	0	0	8	0	15	0	4	15	0	0	
Total		21525	0	0	0	0	1200	0	1800	0	300	2250	27075	0	27075
Grand Total		69650	0	33670	0	0	17100	0	51960	3690	5400	12900	194370	0	194370
	Reimburses:	0													

Commissioners Court - Regular Session**21.****Meeting Date:** 05/25/2021

Diamond 2586 WA4 CR 201

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of \$110,460.00 to expire on May 31, 2022 under Williamson County Contract for Surveying Services between Diamond Surveying and Williamson County dated May 19, 2020 for CR 201 from CR 200 to Approximate 1,100 Feet North of Umbrella Sky. Funding source: P499.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Diamond 2586 WA4 CR 201

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/17/2021

Reviewed By

Hal Hawes

Andrea Schiele

Date

05/17/2021 03:52 PM

05/17/2021 04:33 PM

Started On: 05/17/2021 03:23 PM

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 4

PROJECT: CR 201 FROM CR 200 TO APPROXIMATE 1,100 FEET NORTH OF UMBRELLA SKY

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$110,460.00.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on May 31, 2022. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

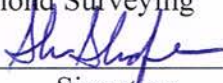
Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

SURVEYOR:

Diamond Surveying

By: 
Signature

SHANE SHAFER

Printed Name

PRESIDENT

Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Rate Schedule



5/14/2021

Attachment A

Services to be Provided by County

- A. Provide the specifications requirements for all surveys.
- B. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
- C. Provide aluminum caps for iron rods, if applicable.
- D. Provide brass caps for flush mount ROW markers, if applicable.

Attachment B

Services to be Provided by Surveyor:

The following scope of services is for a route topographic and tree survey. Limits from intersection of CR 201 and CR 200 along CR 200 to approximately 1,100 feet north of the intersection of CR 201 and Umbrella Sky (total length approximately 10,800 feet) and being five (5) feet outside existing and proposed right-of-way lines both sides of CR 201. Additionally, 100 feet along Umbrella Sky, Phillip Lane, Quarry Bluff Cove and 100 feet north and south along CR 200 from the intersections of CR 201.

1. Perform office and field work necessary to recover existing horizontal survey control points for the Project. Bearing Basis: NAD-83, Texas Central (4203), State Plane System. Coordinates for this Project are Surface based on a Combined Surface Adjustment Factor of 1.00015. Establish elevations on existing survey control points per conventional level loop methods. Vertical Datum: NAVD-88 (Geoid 2012A). And for a route topographic survey (cross sections approximately every 75 feet) and tree survey (locate trees 8" in diameter or larger (no cedars). Field work to locate visible above ground utilities to include contacting Utility One-Call (811 Digtess) to mark underground utilities – field locate pin flags/paint stripes as marked in the field by utility locate companies. Take sufficient ground shots to produce one (1) foot contours. Office work to analyze, process survey data.
2. Right-of-Entry: Perform office work necessary to research Williamson Central Appraisal District for current landowners along the route for approximate sixty (60) Parcels within the limits of the proposed right-of-way. Prepare and mail letters to landowners seeking permission to access private property. (A standard form/letter to be provided by Williamson County or Williamson County Attorney to the Surveyor). Surveyor shall manage right-of-entry responses from landowners, prepare and update report of status of right-of-entries as received.
3. Supervise and quality control all aspects of project. Check field and office work for accuracy and completeness. Maintain communication with Client, including Engineers, Landowners and Attorneys. Attend meetings if requested.

Attachment C
Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County.

Schedule for performing survey services on private property will be based on Right-of-Entry responses.

Attachment D

Rate Schedule

◇ *Diamond Surveying, Inc.*
SHANE SHAFER, R.P.L.S., PRESIDENT
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100
T.B.P.L.S. Firm No. 10006900

STANDARD RATE SCHEDULE

Effective January 1, 2020, the following rates apply to work performed on a hourly-charge basis.
DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor.....	\$160.00 per hour
Project Manager.....	\$140.00 per hour
Project Surveyor.....	\$110.00 per hour
Senior CADD Technician.....	\$125.00 per hour

FIELD PARTY SERVICES

<u>Classification</u>	<u>Rates</u>
1-Man Field Party.....	\$120.00 per hour
2-Man Field Party.....	\$160.00 per hour
3-Man Field Party.....	\$190.00 per hour

Notes:

Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Surveyor must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982- 84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Basis of Estimate for Items listed in Attachment B

Attachment D, Continued Basis of Estimate

Schedule B Item No. 1: Route Topographic, Tree Survey, Utility one-call

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Perform topographic and tree survey	3-Man Field Party	264	Hours	\$190.00	\$50,160.00	
2	Analyze, Process Field Work	Sr. CADD Tech	160	Hours	\$125.00	\$20,000.00	Subtotal \$70,160.00

Schedule B Item No. 2 Right-of-Entry

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Research Current Landowner WCAD (60 Parcels) and prepare ROE letters	Sr. CADD Tech	60	Hours	\$125.00	\$7,500.00	
2	Manage Right-of-Entries (60 Parcels)	Project Manager	180	Hours	\$140.00	\$25,200.00	Subtotal \$32,700.00

Schedule B Item No. 3: Maintain Communication With Client Including Engineer(s), Land Owner(s), And Attorney(s) Attend Meetings As Requested

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Attend meetings as requested, Quality Control	R.P.L.S.	16	Hours	\$160.00	\$2,560.00	
2	Attend meetings as requested, Quality Control	Project Manager	36	Hours	\$140.00	\$5,040.00	Subtotal \$7,600.00

Total Amount: \$110,460.00

Commissioners Court - Regular Session**22.****Meeting Date:** 05/25/2021

Authorize issuing T4320 IFB County Road Paving (CR 401, 402, 404)

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

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB County Road Paving (CR 401, 402, 404) under IFB #T4320. Funding Source will be P389 (CR 402) and P390 (CR 401/CR 404 Improvements).

Background

Williamson County is seeking qualified contractors for the construction of grading, overlay, and surfaces. The project will overlay CR 401 from CR 404 to the UPRR tracks, CR 402 from the western intersection with US 79 to and including the intersection with CR 401, and CR 404 from 1.5 miles west of CR 401 to FM 973. Department point of contact is Kate Wilder.

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: Kim Chappius

Final Approval Date: 05/20/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/20/2021 10:25 AM

05/20/2021 10:27 AM

Started On: 05/19/2021 03:28 PM

Commissioners Court - Regular Session**23.****Meeting Date:** 05/25/2021

Authorize issuing T4327 Great Oaks Bridge Project

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

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for qualified contractors for the replacement of the existing Great Oaks Drive Bridge and improvements to the Great Oaks Drive/Brushy Creek Road/Hairy Man Road Intersection under IFB #T4327. Funding source is Road Bond P270.

Background

Williamson County is seeking qualified contractors for the replacement of the existing Great Oaks Drive Bridge and improvements to the Great Oaks Drive/Brushy Creek Road/Hairy Man Road Intersection. Improvements include construction of raised and widened roadways, channel improvements, drainage structures, grading, retaining walls, guardrail, new signals and illumination, additional sidewalks and trails for pedestrians, additional parking capacity, and wastewater line and manhole adjustments. Estimated amount is \$11,900,000.00. Point of contact is Kate Wilder with HNTB.

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: Kim Chappius

Final Approval Date: 05/20/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/20/2021 10:26 AM

05/20/2021 10:29 AM

Started On: 05/19/2021 04:18 PM

Commissioners Court - Regular Session**24.****Meeting Date:** 05/25/2021

Final plat for the Dove Meadows Estates on 406 subdivision – Pct 4

Submitted For: Terron Evertson**Submitted By:** Adam Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Dove Meadows Estates on 406 subdivision – Precinct 4.

Background

This subdivision consists of 4 lots and no new public roads.

Timeline

2021-03-30 – initial submittal of the final plat

2021-04-30 – 1st review complete with comments

2021-05-04 – 2nd submittal of final plat

2021-05-10 – 2nd review complete with comments

2021-05-10 – 3rd submittal of final plat

2021-05-12 – receipt of final plat with signatures

2021-05-19 – 3rd review complete with comments clear

2021-05-20 – final plat placed on May 25, 2021 Commissioners Court agenda for consideration

Fiscal Impact

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

Attachments

final plat - Dove Meadows Estates on 406

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 05/20/2021

Reviewed By

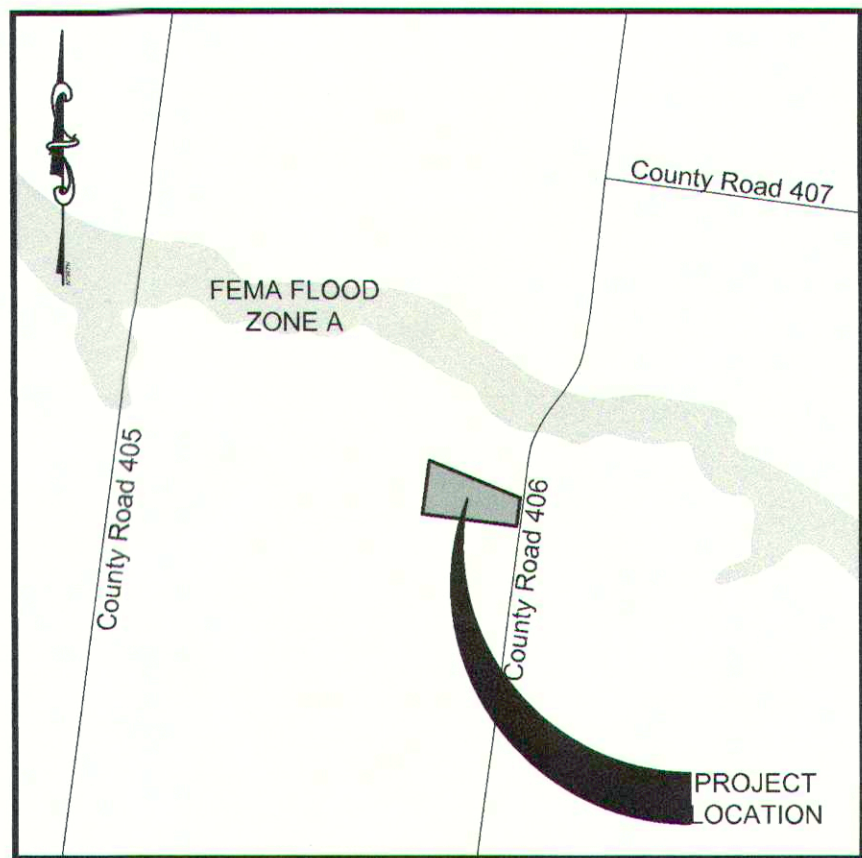
Andrea Schiele

Date

05/20/2021 11:41 AM

Started On: 05/20/2021 11:12 AM

FINAL PLAT OF DOVE MEADOWS ESTATES ON 406



VICINITY MAP
SCALE: 1"=2,000'

LEGEND

- IRON ROD SET, CAPPED "TLS"
- IRON ROD FOUND

P.R.W.C. PLAT RECORD WILLIAMSON COUNTY

OWNER: SCOTT SENTENEY
BOGGY CREEK ACRES, LLC.
100 E. WHITESTONE BLVD. STE 148, #218
CEDAR PARK, TEXAS 78613
PHONE 512.595.1976
EMAIL: SSENTENEY@PREMIERLANDINVESTMENTS.COM

SURVEYOR: KENNETH L. CRIDER, RPLS, 5624
TEXAS LAND SURVEYING, INC.
FIRM #10056200
3613 WILLIAMS DR. 903
GEORGETOWN, TX 78628
PHONE 512.930.1600
EMAIL: NICOLE@TEXAS-LS.COM

ENGINEER: JENNIFER HENDERSON, PE
HENDERSON PROFESSIONAL ENGINEERS
FIRM #F-22208
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78665
PHONE 512.350.6228
EMAIL: JEN@HENDERSONPE.COM

SUBMITTAL DATE: 3/30/2021

ORIGINAL SURVEY: BUFFALO BAYOU, BRAZOS, AND COLORADO RAILROAD
COMPANY SURVEY, ABSTRACT NO. 109

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR
FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0700F,
DATED DECEMBER 20, 2019

NEW STREETS: NO NEW STREETS ARE PLANNED

TOTAL LOTS: 4

TOTAL ACREAGE: 10.14

DRIVEWAY TABLE

LOT	DRAINAGE AREA (Ac.)	10-YR FLOW RATE (cfs)	Driveway Type
1	0.16	0.721	Dip Driveway
2	0.36	1.623	Dip Driveway
3	0.51	2.299	Dip Driveway
4	0.51	2.299	Dip Driveway

PUENTE, HECTOR
10.62 ACRES
DOC #2020122805

OLIVAREZ, JUAN PEREZ &
MARIA HERNANDEZ DE PEREZ &
JUAN CARLOS PEREZ
10.02 ACRES
DOC #2020122215

BOTELLO, DANIEL SERVIN &
MARIA GUADALUPE
PEREZ HERNANDEZ
10.02 ACRES
DOC #2020121745

THE ROY AND MARY WYNETTE LESSNER TRUST
ROY LESSNER & MARY WYNETTE LESSNER, TRUSTEES
(113.66 ACRES, PROPERTY 8)
DOCUMENT NO. 2018049538
O.P.R.W.C.

RINCON, BENJAMIN ALBA
11.13 ACRES
DOC #2020115967

NORMAN ESTATES, LOT 1
CABINET Z, SLIDE 130-131
P.R.W.C.

DEL TORO, JULIO & VIANNEY GUERRERO &
JOSE MANUEL & JOSE M. &
OLIVEROS LILIANA LIZZETE RIOS
10.97 ACRES
DOC #2020123408

APPROX. N23° 34' 48"E 3,581.72'
TO NORTHEAST CORNER OF
BUFFALO BAYOU, BRAZOS, AND
COLORADO RAILROAD
COMPANY SURVEY, ABSTRACT
NO. 109

CR-406
R.O.W. VARIES

WAYNE T. SVADLENIAK & ET AL
48 AC.
DOC #2013117742
P.R.W.C.

BEARINGS CITED HEREON BASED ON STATE
PLANE COORDINATES, GRID NORTH, CENTRAL
ZONE, TEXAS NAD 83 (93).

FIELD NOTES:

10.14 ACRES OF LAND SITUATED IN WILLIAMSON
COUNTY, TEXAS, OUT OF THE B.B.B. & C.R.R. CO.
SURVEY, ABSTRACT NO. 109 AND BEING A PORTION OF
THAT SAME PROPERTY CONVEYED TO BOGGY CREEK
ACRES, LLC RECORDED AS DOCUMENT NO. 2020132545
OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON
COUNTY, TEXAS.

BEGINNING: AT A 1/2" IRON ROD WITH PLASTIC CAP
STAMPED "TLS" SET IN THE WEST MARGIN OF COUNTY
ROAD 406, AND THE EAST LINE OF SAID BOGGY CREEK
ACRES TRACT, AND BEING THE SOUTHEAST CORNER OF
THIS TRACT, FROM WHICH A 1/2" IRON ROD WITH A
PLASTIC CAP STAMPED "FOREST 1847" FOUND IN THE
WEST MARGIN OF SAID COUNTY ROAD FOR THE
SOUTHEAST CORNER OF SAID BOGGY CREEK ACRES
TRACT BEARS: S 07°56'26" W 60.02 FEET;

THENCE: INTO AND ACROSS SAID BOGGY CREEK ACRES
TRACT THE FOLLOWING FOUR (4) COURSES:

- N 82°30'09" W 1024.47 FEET FOR THE SOUTH LINE
OF THIS TRACT TO A 1/2" IRON ROD WITH PLASTIC
CAP STAMPED "TLS" SET FOR THE SOUTHWEST
CORNER OF THIS TRACT.
- N 07°29'51" E 566.89 FEET FOR THE WEST LINE OF
THIS TRACT TO A 1/2" IRON ROD WITH PLASTIC CAP
STAMPED "TLS" SET FOR THE NORTHWEST
CORNER OF THIS TRACT.
- S 67°37'47" E 1032.36 FEET FOR THE NORTH LINE
OF THIS TRACT TO A 1/2" IRON ROD WITH PLASTIC
CAP STAMPED "TLS" SET FOR AN ANGLE POINT.
- S 80°43'09" E 28.95 FEET CONTINUING FOR THE
NORTH LINE OF THIS TRACT TO A 1/2" IRON ROD
WITH PLASTIC CAP STAMPED "TLS" SET IN THE
WEST MARGIN OF SAID COUNTY ROAD AND THE
EAST LINE OF SAID BOGGY CREEK ACRES TRACT
FOR THE NORTHEAST CORNER OF THIS TRACT,
FROM WHICH A 1/2" IRON ROD WITH PLASTIC CAP
STAMPED "FOREST 1847" FOUND FOR AN ANGLE
POINT IN THE EAST LINE OF SAID BOGGY CREEK
ACRES TRACT AND THE WEST MARGIN OF SAID
COUNTY ROAD BEARS: N 07°55'26" E 60.02 FEET;

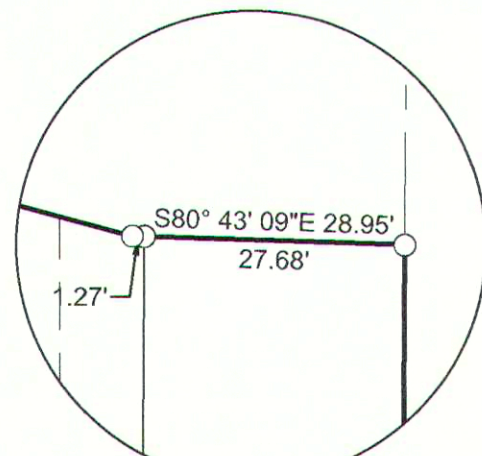
THENCE: S 07°55'26" W 301.02 FEET WITH THE WEST
MARGIN OF SAID COUNTY ROAD AND THE EAST LINE OF
SAID BOGGY CREEK ACRES TO THE POINT OF
BEGINNING.

BEARINGS CITED HEREIN BASED ON: TEXAS STATE
PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL
ZONE, TEXAS NAD 83.

**SHEET
01 OF 02**

Henderson Professional Engineers

HPE 2431 PEARSON WAY
ROUND ROCK, TX 78665
512.350.6228
PELS FIRM #F-22208
Civil Engineering www.hendersonpe.com



INSET #01
SCALE: 1"=20'

Date: May 10, 2021, 5:32pm User ID: Jeremy
File: H:\02 Projects\2021\05 Bogggy Creek Acres\07 Sheet\8120PREL\002 - PLAT B.dwg

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

WE, BOGGY CREEK ACRES, LLC. OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020132545 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND 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, 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

DOVE MEADOWS ESTATES ON 406.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 11th DAY OF May, 2021

Scott Senteney
SCOTT SENTENEY
MANAGER
BOGGY CREEK ACRES, LLC.
100 E. WHITESTONE BLVD. STE 148, #218
CEDAR PARK, TEXAS 78613

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

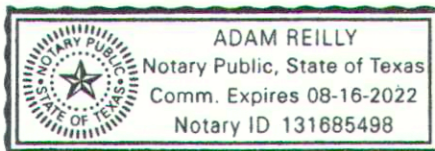
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SCOTT SENTENEY, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11th DAY OF May, 2021.

Adam Reilly
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

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

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 11th DAY OF May, 2021.

Kenneth L. Crider
KENNETH L. CRIDER
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5624
STATE OF TEXAS



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, JENNIFER L. HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCLOSED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0700F, EFFECTIVE DATA DECEMBER 20, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 11th DAY OF May, 2021.

Jennifer L. Henderson
JENNIFER L. HENDERSON
REGISTERED PROFESSIONAL ENGINEER, NO. 116883
STATE OF TEXAS

5/11/21
DATE



FINAL PLAT OF DOVE MEADOWS ESTATES ON 406

NOTES:

- LOTS 2 AND 3 MAY NOT BE FURTHER SUBDIVIDED.
- 39,333.57 SF VARIABLE WIDTH JOINT USE ACCESS EASEMENT FOR LOTS 2 AND 3.
- MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNERS.
- WATER SERVICE IS PROVIDED BY: MANVILLE WSC.
WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITY
- 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.
- 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 FFE, WHICHEVER IS HIGHER.
- NO LOT IN THIS SUBDIVISION IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0700F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- 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.
- ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- DRIVEWAY SPACING ON WILLIAMSON COUNTY ROADS SHALL BE NO CLOSER THAN 100 FT MEASURED FROM CENTER TO CENTER.
- THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT OF WAY INCLUDING, BUT NO LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING A LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- A SHARED DRIVEWAY EASEMENT IS HEREBY DEDICATED FOR LOTS 2 AND 3. THIS SHARED DRIVE SHALL BE A PRIVATE ROAD CALLED "DOVE ESTATES LANE." SEE SHEET 01 FOR CALLOUTS.
- THE FOLLOWING EASEMENTS COULD NOT BE IDENTIFIED GRAPHICALLY, BUT MAY APPLY THE THESE PROPERTIES:
 - APRIL 1, 1946 TEXAS POWER AND LIGHT - VOL 337 PG 346
 - MARCH 23, 1951 TEXAS POWER AND LIGHT - VOL 371 PG 587
 - MARCH 9, 1955 TEXAS POWER AND LIGHT - VOL 404 PG 532
 - MARCH 31, 1981 SEMINOLE PIPELINE COMPANY - VOL 833 PG 638
 - SEPTEMBER 24, 1992 SEMINOLE PIPELINE COMPANY - VOL 2195 PG 725

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.

ROAD WIDENING EASEMENTS

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 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 ATTRIBUTED TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM 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.

J. Terron Evertson
J. TERRON EVERTSON, P.E., D.R., C.F.M.
COUNTY ENGINEER

5/19/21
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 12 DAY OF May, 2021 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE 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 Gravel Jr.
BILL GRAVELL JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION

WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__ A.D., AT ____ O'CLOCK, ____ M., AND DULY RECORDED THIS THE ____ DAY OF _____, 20__

A.D., AT ____ O'CLOCK, ____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN

INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN.

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

BY _____, DEPUTY

**SHEET
02 OF 02**

Henderson Professional Engineers

HPE

2431 PEARSON WAY
ROUND ROCK, TX 78665
512.350.6228
PELS FIRM #F-22208

Civil Engineering www.hendersonpe.com

WBE210166 | HUB 1853873845300

Commissioners Court - Regular Session**25.****Meeting Date:** 05/25/2021

Final plat for the Boggy Creek Acres subdivision – Pct 4

Submitted For: Terron Evertson**Submitted By:** Adam Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Boggy Creek Acres subdivision – Precinct 4.

Background

This subdivision consists of 5 lots and no new public roads.

Timeline

2021-03-30 – initial submittal of the final plat application

2021-04-30 – 1st review complete with comments

2021-05-04 – 2nd submittal of final plat

2021-05-10 – 2nd review complete with comments

2021-05-10 – 3rd submittal of final plat

2021-05-12 – receipt of final plat with signatures

2021-05-19 – 3rd review complete with comments clear

2021-05-20 – final plat placed on May 25, 2021 Commissioners Court agenda for consideration

Fiscal Impact

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

Attachments

final plat - Boggy Creek Acres

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 05/20/2021

Reviewed By

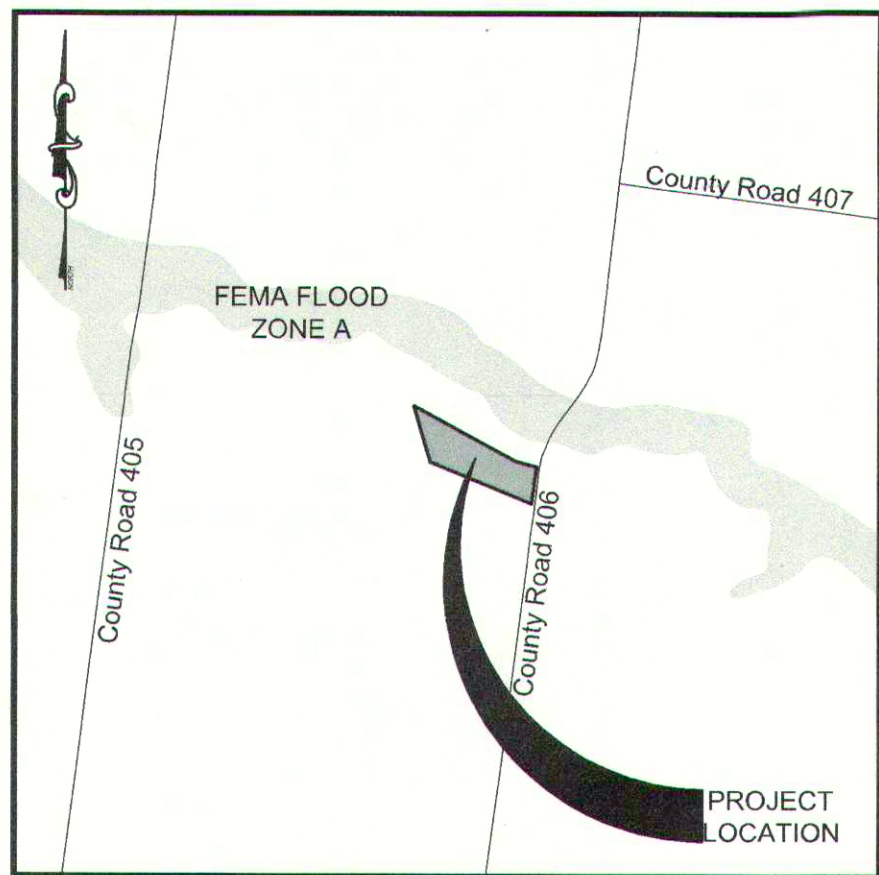
Andrea Schiele

Date

05/20/2021 11:42 AM

Started On: 05/20/2021 11:20 AM

FINAL PLAT
OF
BOGGY CREEK ACRES



VICINITY MAP
SCALE: 1"=2,000'

LEGEND

- IRON ROD SET, CAPPED "TLS"
- IRON ROD FOUND
- P.U.E. PUBLIC UTILITY EASEMENT (TYP.) TYPICAL
- R.O.W. RIGHT-OF-WAY

OWNER: SCOTT SENTENEY
BOGGY CREEK ACRES, LLC.
100 E. WHITESTONE BLVD. STE 148, #218
CEDAR PARK, TEXAS 78613
PHONE 512.595.1976
EMAIL: SSENTENEY@PREMIERLANDINVESTMENTS.COM

SURVEYOR: KENNETH L. CRIDER, RPLS, 5624
TEXAS LAND SURVEYING, INC.
FIRM #10056200
3613 WILLIAMS DR. 903
GEORGETOWN, TX 78628
PHONE 512.930.1600
EMAIL: NICOLE@TEXAS-LS.COM

ENGINEER: JENNIFER HENDERSON, PE
HENDERSON PROFESSIONAL ENGINEERS
FIRM #F-22208
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78665
PHONE 512.350.6228
EMAIL: JEN@HENDERSONPE.COM

SUBMITTAL DATE: 3/30/2021

ORIGINAL SURVEY: BUFFALO BAYOU, BRAZOS, AND COLORADO RAILROAD
COMPANY SURVEY, ABSTRACT NO. 109
THERE IS NO ENCROACHMENT OF THE 100 YEAR
FEMA FLOODPLAIN: FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0700F,
DATED DECEMBER 20, 2019

NEW STREETS: NO NEW STREETS ARE PLANNED

TOTAL LOTS: 5

TOTAL ACREAGE: 10.00 ACRES

PROPERTY CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD	DELTA
C1	43.09'	1,144.17'	S08° 34' 10"W 43.08'	002° 09' 27"

CULVERT TABLE			
LOT	DRAINAGE AREA (Ac.)	10-YR FLOW RATE (cfs)	DRIVEWAY TYPE
1	0.15	0.676	Dip Driveway
2	0	0	Dip Driveway
3			
4			
5	0.16	0.721	Dip Driveway

BARRIGA, ARTURO & ADRIANA
& GUADALUPE GARCIA BARRIGA
11.13 ACRES
DOC #2020129965

FACUNDO, JESUS & KENIA
11.13 ACRES
DOC #2020131039

N=10,156,167.4873
E=3,212,391.7594

PUENTE, HECTOR
10.82 ACRES
DOC #2020122805

DEL TORO, JULIO & VIANEY
& GUERRERO JOSE MANUEL & JOSE M.
& OLIVEROS LILIANA LIZETTE RIOS
10.97 ACRES
DOC #2020123408

N=10,155,722.4972
E=3,212,318.9636

OLIVAREZ, JUAN PEREZ &
MARIA HERNANDEZ DE PEREZ &
JUAN CARLOS PEREZ
10.02 ACRES
DOC #2020122215

BOTELLO, DANIEL SERVIN &
MARIA GUADALUPE
PEREZ HERNANDEZ
10.02 ACRES
DOC #2020121745

STEVEN RAESEZ
(118.94 ACRES)
DOCUMENT NO. 2006060220
O.P.R.W.C.

NORMAN ESTATES, LOT 1
CABINET Z, SLIDE 130-131
P.R.W.C.

RINCON, BENJAMIN ALBA
11.13 ACRES
DOC #2020115967

APPROX. 15' ROW EASEMENT
MANVILLE WATER
SUPPLY CORPORATION
DOC. #2009007805

APPROX. 15' ROW EASEMENT
MANVILLE WATER
SUPPLY CORPORATION
DOC. #2009007805

0 100 200
SCALE: 1"=100'

BEARINGS CITED HEREON BASED ON STATE
PLANE COORDINATES, GRID NORTH, CENTRAL
ZONE, TEXAS NAD 83 (93).

FIELD NOTES:

10.00 ACRES OF LAND SITUATED IN WILLIAMSON
COUNTY, TEXAS, OUT OF THE B.B.B. & C.R.R. CO.
SURVEY, ABSTRACT NO. 109 AND BEING A PORTION OF
THAT SAME PROPERTY CONVEYED TO BOGGY CREEK
ACRES, LLC RECORDED AS DOCUMENT NO. 2020132545
OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON
COUNTY, TEXAS.

BEGINNING: AT A 1/2" IRON ROD WITH NO CAP FOUND IN
THE WEST MARGIN OF COUNTY ROAD 406, FOR AN
ANGLE POINT IN THE EAST LINE OF SAID BOGGY CREEK
ACRES TRACT, AND BEING THE SOUTHEAST CORNER OF
THIS TRACT, FROM WHICH A 1/2" IRON ROD WITH A
PLASTIC CAP STAMPED "FOREST 1847" FOUND IN THE
WEST MARGIN OF SAID COUNTY ROAD FOR ANOTHER
ANGLE POINT IN THE EAST LINE OF SAID BOGGY CREEK
ACRES TRACT BEARS: S 80° 43' 09" E 20.65 FEET;

THENCE: INTO AND ACROSS SAID BOGGY CREEK ACRES
TRACT THE FOLLOWING FOUR (4) COURSES:

1. N 67° 37' 47" W 1139.54 FEET FOR THE SOUTH LINE
OF THIS TRACT TO A 1/2" IRON ROD WITH PLASTIC
CAP STAMPED "TLS" SET FOR THE SOUTHWEST
CORNER OF THIS TRACT,
2. N 09° 18' 52" E 450.86 FEET FOR THE WEST LINE OF
THIS TRACT TO A 1/2" IRON ROD WITH PLASTIC CAP
STAMPED "TLS" SET FOR THE NORTHWEST
CORNER OF THIS TRACT,
3. S 61° 37' 19" E 924.45 FEET FOR THE NORTH LINE OF
THIS TRACT TO A 1/2" IRON ROD WITH PLASTIC CAP
STAMPED "TLS" SET FOR AN ANGLE POINT,
4. S 75° 22' 54" E 227.78 FEET CONTINUING FOR THE
NORTH LINE OF THIS TRACT TO A 1/2" IRON ROD
WITH PLASTIC CAP STAMPED "TLS" SET IN THE
CURVING WEST MARGIN OF SAID COUNTY ROAD
AND THE EAST LINE OF SAID BOGGY CREEK
ACRES TRACT FOR THE NORTHEAST CORNER OF
THIS TRACT, FROM WHICH A 1/2" IRON ROD WITH
NO CAP FOUND FOR AN ANGLE POINT IN THE EAST
LINE OF SAID BOGGY CREEK ACRES TRACT BEARS:
N 11° 54' 17" E 90.10 FEET;

THENCE: WITH THE WEST MARGIN OF SAID COUNTY
ROAD AND THE EAST LINE OF SAID BOGGY CREEK
ACRES TRACT THE FOLLOWING TWO (2) COURSES:

1. 43.09 FEET ALONG A CURVE TO THE LEFT,
CONCAVE TO THE WEST (DELTA= 2° 09' 27",
R=1144.17', LC=S08° 34' 10" W 43.08') TO A 1/2" IRON
ROD WITH PLASTIC CAP STAMPED "FOREST 1847"
FOUND AT THE END OF SAID CURVE,
2. S 07° 48' 42" W 342.33 FEET TO THE POINT OF
BEGINNING.

BEARINGS CITED HEREIN BASED ON: TEXAS STATE
PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL
ZONE, TEXAS NAD 83.

SHEET
01 OF 02

Henderson Professional Engineers

HPE

Civil Engineering www.hendersonpe.com

2431 PEARSON WAY
ROUND ROCK, TX 78665
512.350.6228
PELS FIRM #F-22208

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

WE, BOGGY CREEK ACRES, LLC., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020132545 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND 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, 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

BOGGY CREEK ACRES.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 11th DAY OF May, 2021.

SCOTT SENTENEY
MANAGER
BOGGY CREEK ACRES, LLC.
100 E. WHITESTONE BLVD. STE 148, #218
CEDAR PARK, TEXAS 78613

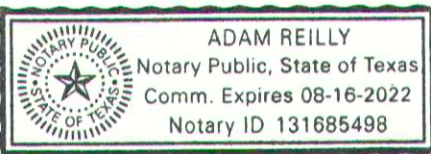
STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SCOTT SENTENEY, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11th DAY OF May, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:



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

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

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 11th DAY OF May, 2021.

KENNETH L. CRIDER
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5624
STATE OF TEXAS

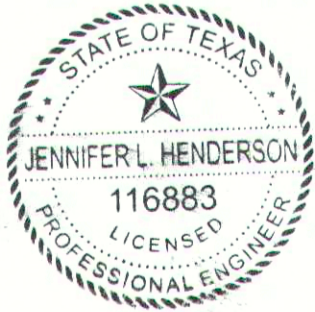


STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS §

I, JENNIFER L. HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0700F, EFFECTIVE DATA DECEMBER 20, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 11th DAY OF May, 2021.

JENNIFER L. HENDERSON
REGISTERED PROFESSIONAL ENGINEER, NO. 116883
STATE OF TEXAS



FINAL PLAT OF BOGGY CREEK ACRES

NOTES:

- LOTS 2, 3 AND 4 MAY NOT BE FURTHER SUBDIVIDED.
- 68,596.22 SF VARIABLE WIDTH JOINT USE ACCESS EASEMENT FOR LOTS 2, 3, AND 4.
- MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNERS.
- WATER SERVICE IS PROVIDED BY: MANVILLE WSC.
WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITY
- 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.
- 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 FFE, WHICHEVER IS HIGHER.
- NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0700F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- 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.
- ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- DRIVEWAY SPACING ON WILLIAMSON COUNTY ROADS SHALL BE NO CLOSER THAN 100 FT MEASURED FROM CENTER TO CENTER.
- THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT OF WAY INCLUDING, BUT NO LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOMER SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING A LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- A SHARED DRIVEWAY EASEMENT IS HEREBY DEDICATED FOR LOTS 2, 3, AND 4. THIS SHARED DRIVE SHALL BE A PRIVATE ROAD CALLED "BOGGY CREEK DRIVE." SEE SHEET 01 FOR CALLOUTS.
- THE FOLLOWING EASEMENTS COULD NOT BE IDENTIFIED GRAPHICALLY, BUT MAY APPLY TO THESE PROPERTIES:
 - APRIL 1, 1946 TEXAS POWER AND LIGHT - VOL 337 PG 346
 - MARCH 23, 1951 TEXAS POWER AND LIGHT - VOL 371 PG 587
 - MARCH 9, 1955 TEXAS POWER AND LIGHT - VOL 404 PG 532
 - MARCH 31, 1981 SEMINOLE PIPELINE COMPANY - VOL 833 PG 638
 - SEPTEMBER 24, 1992 SEMINOLE PIPELINE COMPANY - VOL 2195 PG 725

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.

ROAD WIDENING EASEMENTS

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 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 ATTRIBUTED TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM 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.

J. Terron Evertson
J. TERRON EVERTSON, P.E., D.R., C.F.M.
COUNTY ENGINEER

5/19/21
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 12 DAY OF May, 2021, A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

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

BILL GRAVELL JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY

THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION

WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__ A.D., AT

____ O'CLOCK, ____ M., AND DULY RECORDED THIS THE ____ DAY OF _____, 20__

A.D., AT ____ O'CLOCK, ____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN

INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY _____, DEPUTY

**SHEET
02 OF 02**

Henderson Professional Engineers

HPE

2431 PEARSON WAY
ROUND ROCK, TX 78665
512.350.6228
PELS FIRM #F-22208

Civil Engineering www.hendersonpe.com

WBE210166 | HUB 1853873845300

Commissioners Court - Regular Session**26.****Meeting Date:** 05/25/2021

Final plat for the Star Ranch Parcel 32 subdivision – Pct 4

Submitted For: Terron Evertson**Submitted By:** Adam Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Star Ranch Parcel 32 subdivision – Precinct 4.

Background

This subdivision consists of 2 lots and no new public roads.

Timeline

2021-01-19 – initial submittal of the final plat

2021-02-18 – 1st review complete with comments

2021-03-06 – 2nd submittal of final plat

2021-03-19 – 2nd review complete with comments

2021-05-07 – 3rd submittal of final plat with signatures

2021-05-12 – 3rd review complete with minor comments

2021-05-19 – 4th submittal of final plat

2021-05-19 – 4th review complete with comments clear

2021-05-20 – final plat placed on May 25, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Star Ranch Parcel 32

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 05/20/2021

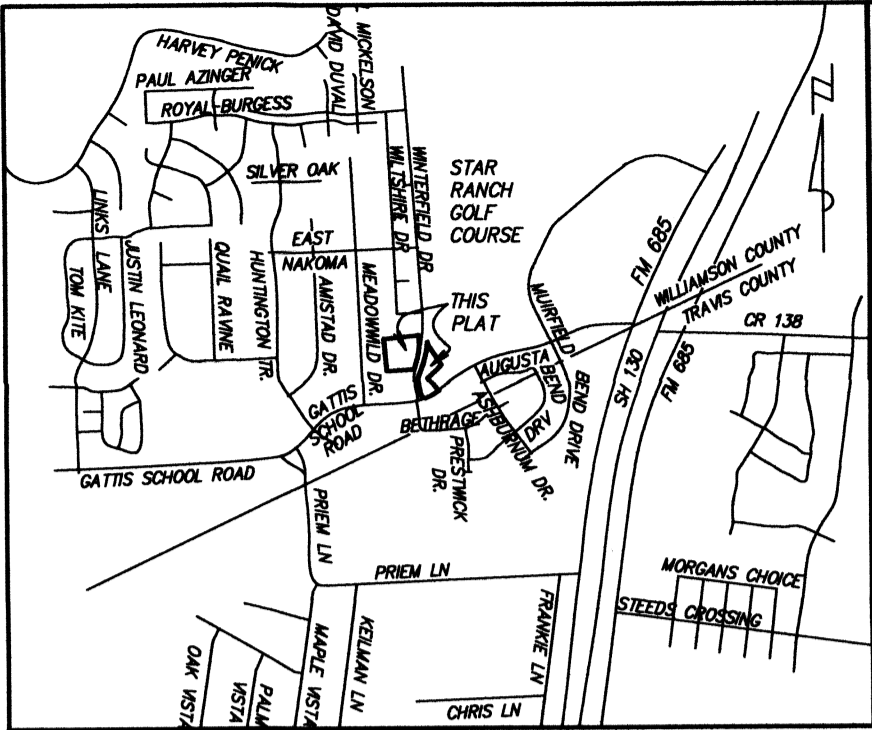
Reviewed By

Andrea Schiele

Date

05/20/2021 11:46 AM

Started On: 05/20/2021 11:25 AM



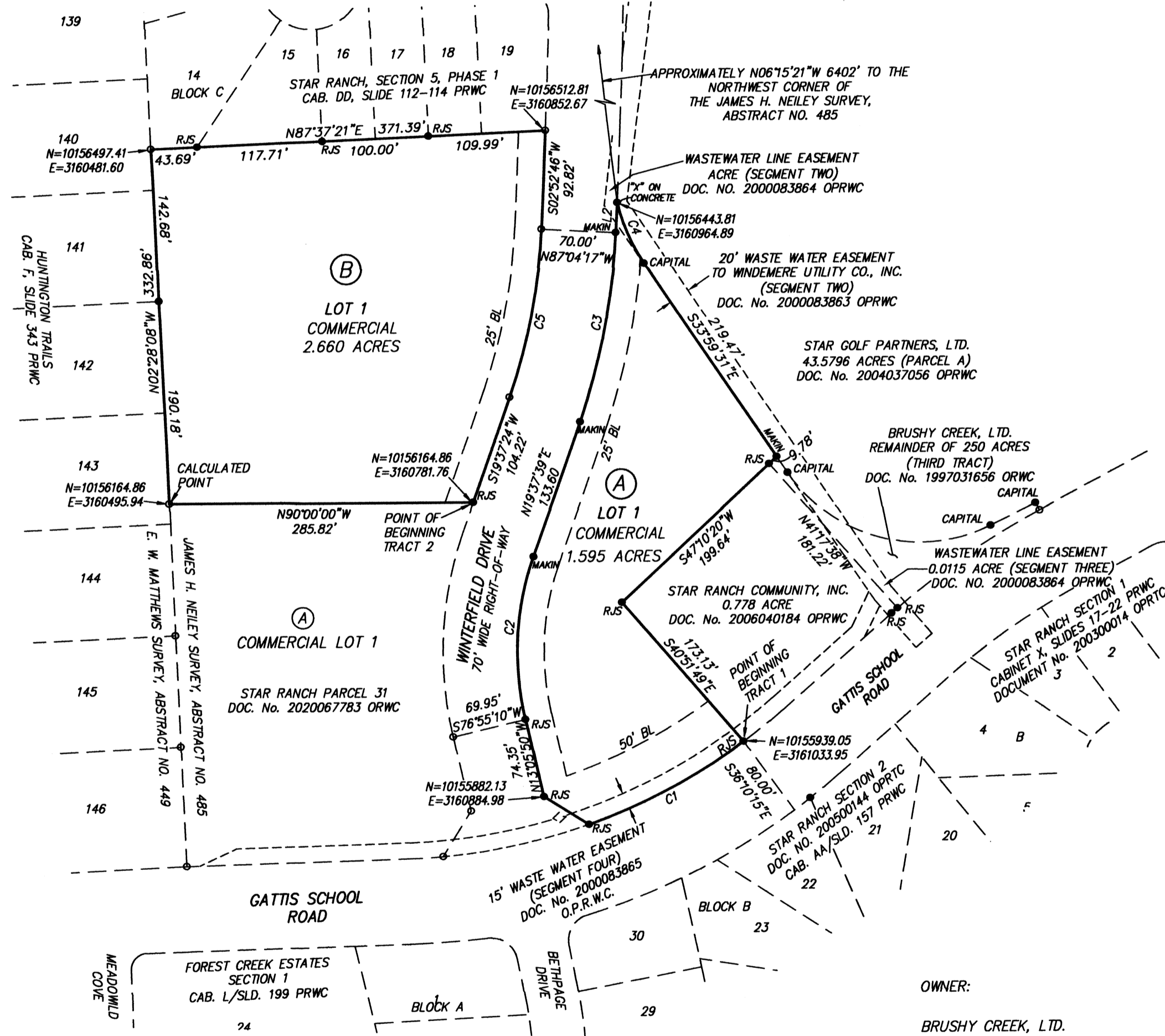
VICINITY MAP
SCALE: 1" = 2000'

- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS.
- A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
- A 5' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
- SIDEWALKS SHALL BE CONSTRUCTED ON THE SUBDIVISION SIDE OF GATTIS SCHOOL ROAD AND WINTERFIELD DRIVE.
- WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3 AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3 ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER OR WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
- IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: WATER: WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT #3 GAS: ATMOS; AND ELECTRIC: TXU.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS AND GENERAL ACCEPTED ENGINEERING STANDARDS.
- NO PORTION OF THIS TRACT IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0675F, EFFECTIVE DATE DECEMBER 20, 2019, AND COMMUNITY PANEL NUMBER 48491C0515F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- THIS PLAT LIES WITHIN THE BOUNDARIES OF THE UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A.
- THIS PLAT LIES WITHIN THE BOUNDARIES OF THE WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3.
- THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER 2003012152, AMENDED BY DOCUMENT NO. 2006036948, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- 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.
- NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
- THE MAXIMUM IMPERVIOUS COVERAGE PER COMMERCIAL LOT IS 65%.
- DRIVEWAYS SHALL CONNECT TO WINTERFIELD DRIVE AND NOT GATTIS SCHOOL ROAD.
- 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.

LEGEND:

- = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- = FOUND 1/2" IRON ROD WITH NO CAP (UNLESS NOTED OTHERWISE)
- (A) = BLOCK NAME
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRTC = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- BL = BUILDING SETBACK LINE
- PUE = PUBLIC UTILITY EASEMENT
- MAKIN = MAKIN-HOOVER ENG. & SURVEY
- RJS = RJ SURVEYING

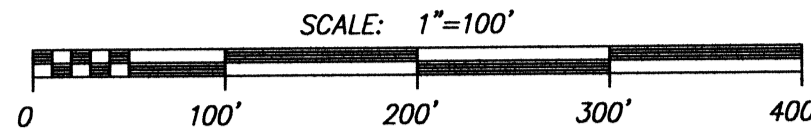
BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	165.40'	560.00'	016°55'22"	S62°14'10"W	164.80'
C2	155.00'	271.25'	032°44'27"	N03°15'26"E	152.90'
C3	181.17'	627.00'	016°33'21"	N11°15'19"E	180.54'
C4	62.52'	175.00'	020°28'06"	S23°46'33"E	62.19'
C5	160.73'	550.00'	016°44'39"	S11°15'05"W	160.16'

FINAL PLAT OF

STAR RANCH PARCEL 32
WILLIAMSON COUNTY, TEXAS



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N58°04'18"W	49.67'
L2	N02°52'47"E	28.07'

SITE DATA:

TOTAL AREA 4.255 ACRES
2 BLOCKS

LOT 1 BLOCK A 1.595 ACRES
LOT 1 BLOCK B 2.660 ACRES

OWNER:

BRUSHY CREEK, LTD.
230 KLATTENHOFF LANE, SUITE 100
HUTTO, TEXAS 78634
TIMOTHY TIMMERMAN

DEVELOPER:

BRUSHY CREEK, LTD.
230 KLATTENHOFF LANE, SUITE 100
HUTTO, TEXAS 78634
TIMOTHY TIMMERMAN

SURVEY: JAMES H. NEILEY SURVEY
ABSTRACT NO. 485

SHEET 1 OF 2 SHEETS

TRACT 1

THAT PART OF THE JAMES H. NEILEY SURVEY, ABSTRACT NO. 485 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 250 ACRE TRACT (THIRD TRACT) OF LAND CONVEYED TO BRUSHY CREEK, LTD. BY DEED RECORDED IN DOCUMENT NO. 9731656 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD FOUND ON A CURVING NORTH ARC TO THE RIGHT, OF GATTIS SCHOOL ROAD AT THE SOUTHWEST CORNER OF A 0.778 ACRE TRACT OF LAND CONVEYED TO STAR RANCH COMMUNITY, INC. BY DEED RECORDED IN DOCUMENT NO. 2006040184 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID GATTIS SCHOOL ROAD AND ACROSS SAID 250 ACRE TRACT, A DISTANCE OF 165.40 FEET, SAID CURVE HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 16°55'22", AND A CHORD BEARING S62°14'10"W, 164.80 FEET TO A 1/2" IRON ROD FOUND ON THE EAST LINE OF WINTERFIELD DRIVE;

THENCE ALONG THE EAST LINE OF WINTERFIELD DRIVE AND CONTINUING ACROSS SAID 250 ACRE TRACT THE FOLLOWING SIX COURSES:

- N58°04'18"W A DISTANCE OF 49.67 FEET TO A 1/2" IRON ROD FOUND;
- N13°05'50"W A DISTANCE OF 74.35 FEET TO A 1/2" IRON ROD FOUND AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
- NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 155.00 FEET, SAID CURVE HAVING A RADIUS OF 271.25 FEET, A CENTRAL ANGLE OF 32°44'27" AND A CHORD BEARING N03°15'26"E, 152.90 FEET TO A 1/2" IRON ROD WITH CAP MARKED "MAKIN-HOOVER ENG. & SURVEY";
- N19°37'39"E A DISTANCE OF 133.60 FEET TO A 1/2" IRON ROD FOUND WITH CAP MARKED "MAKIN-HOOVER ENG. & SURVEY" AT A POINT ON A NON-TANGENT CURVE TO THE LEFT;
- NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 181.17 FEET, SAID CURVE HAVING A RADIUS OF 627.00 FEET, A CENTRAL ANGLE OF 16°33'21" AND A CHORD BEARING N11°15'19"E, 180.54 FEET TO A 1/2" IRON ROD FOUND WITH CAP MARKED "MAKIN-HOOVER ENG. & SURVEY";
- N02°52'47"E A DISTANCE OF 28.07 FEET TO AN "X" SET ON CONCRETE ON A SOUTHERLY LINE OF A 43.5796 ACRE TRACT OF LAND (PARCEL A) CONVEYED TO STAR GOLF PARTNERS, LTD. BY DEED RECORDED IN DOCUMENT NO. 2004037056 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT A POINT ON A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE NORTHWEST CORNER OF THE JAMES H. NEILEY SURVEY, ABSTRACT 485 BEARS, APPROXIMATELY N06°15'21"W A DISTANCE OF 6402';

THENCE ALONG THE SOUTHERLY LINE OF SAID 43.5796 ACRE TRACT AND CONTINUING ACROSS SAID 250 ACRE TRACT THE FOLLOWING TWO COURSES:

- SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.52 FEET, SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 20°28'06" AND A CHORD BEARING S23°46'33"E, 62.19 FEET TO A 1/2" IRON ROD FOUND WITH CAP LABELED "CAPITAL";
- S33°59'31"E A DISTANCE OF 219.47 FEET TO A 1/2" IRON ROD FOUND WITH CAP MARKED "MAKIN-HOOVER ENG. & SURVEY";

THENCE ACROSS SAID 250 ACRE TRACT AND IN PART ALONG THE NORTH AND WEST LINES OF SAID 0.778 ACRE TRACT THE FOLLOWING TWO COURSES:

- S47°10'20"W (PASS AT A DISTANCE OF 9.78 FEET A 1/2" IRON ROD FOUND AT THE NORTH CORNER OF SAID 0.778 ACRE TRACT) IN ALL A TOTAL DISTANCE OF 199.64 FEET TO A 1/2" IRON ROD FOUND;
- S40°51'49"E A DISTANCE OF 173.13 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 1.595 ACRES, MORE OR LESS.

ALL IRON RODS SET OR FOUND HAVE RJ SURVEYING CAPS, UNLESS OTHERWISE NOTED. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

TRACT 2

THAT PART OF THE JAMES H. NEILEY SURVEY, ABSTRACT NO. 485 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 250 ACRE TRACT (THIRD TRACT) OF LAND CONVEYED TO BRUSHY CREEK, LTD. BY DEED RECORDED IN DOCUMENT NO. 9731656 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD FOUND WITH CAP MARKED "RJ SURVEYING" ON THE WEST LINE OF WINTERFIELD DRIVE AT THE NORTHEAST CORNER OF LOT 1, BLOCK A, STAR RANCH PARCEL 31, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020067783 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE N90°00'00"W ALONG THE NORTH LINE OF SAID LOT 1 AND ACROSS SAID 250 ACRE TRACT A DISTANCE OF 285.82 FEET TO A CALCULATED POINT AT THE NORTHWEST CORNER OF SAID LOT 1 AND ON THE EAST LINE OF LOT 143 HUNTINGTON TRAILS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET F, SLIDE 343 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING THE WEST LINE OF SAID 250 ACRE TRACT OF LAND, ;

THENCE N02°28'08"W ALONG THE EAST LINE OF SAID HUNTINGTON TRAILS SAME BEING THE WEST LINE OF SAID 250 ACRE TRACT (PASS AT A DISTANCE OF 190.18 FEET AN 1/2" IRON ROD FOUND AT THE COMMON EASTERLY CORNERS OF LOT 142 AND LOT 141 OF SAID HUNTINGTON TRAILS) IN ALL A TOTAL DISTANCE OF 332.86 FEET TO A 1/2" IRON ROD SET AT THE SOUTHWEST CORNER OF LOT 14, BLOCK C, STAR RANCH, SECTION 5, PHASE 1 ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET DD, SLIDE 112 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE N87°37'21"E ALONG A SOUTH LINE OF SAID SECTION 5, PHASE 1 AND ACROSS SAID 250 ACRE TRACT (PASS AT A DISTANCE OF 43.69 FEET A 1/2" IRON ROD FOUND WITH A CAP MARKED "RJ SURVEYING" BEING THE COMMON SOUTHERLY CORNER OF SAID LOT 14 AND LOT 15 OF SAID SECTION 5, PHASE 1, PASS AT DISTANCE OF 161.40 FEET A 1/2" IRON ROD FOUND WITH A CAP MARKED "RJ SURVEYING" AT THE COMMON SOUTHERLY CORNERS OF LOT 15 AND LOT 16 OF SAID SECTION 5, PHASE 1 AND PASS AT A DISTANCE OF 261.40 FEET A 1/2" IRON ROD FOUND WITH A CAP MARKED "RJ SURVEYING") IN ALL A TOTAL DISTANCE OF 371.39 FEET TO A 1/2" IRON ROD SET ON THE WEST LINE OF SAID WINTERFIELD DRIVE;

THENCE ALONG THE WEST LINE OF SAID WINTER FIELD DRIVE AND ACROSS SAID 250 ACRE TRACT THE FOLLOWING THREE COURSES:

- S02°52'46"W A DISTANCE OF 92.82 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
- SOUTHERLY, ALONG THE ARC OF A CURVE A DISTANCE OF 160.73 FEET, SAID CURVE HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 16°44'39", AND A CHORD BEARING S11°15'05"W, 160.16 FEET TO A 1/2" IRON ROD SET;
- S19°37'24"W A DISTANCE OF 104.22 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 2.660 ACRES, MORE OR LESS, AS SHOWN ON THE SKETCH ATTACHED.

DATE: 12 DECEMBER 2020

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 F-10015400

FINAL PLAT OF
STAR RANCH PARCEL 32
WILLIAMSON COUNTY, TEXAS

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

WE, BRUSHY CREEK, LTD., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 9731656 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO AND TO WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO AND WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "STAR RANCH PARCEL 32".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 7 DAY OF April, 2021.

BRUSHY CREEK, LTD., A TEXAS LIMITED PARTNERSHIP

BY: Commerce Texas Properties, Inc., A Texas Corporation,
GENERAL PARTNER OF BRUSHY CREEK, LTD.

BY: Timothy Timmerman, President
BRUSHY CREEK, LTD.
230 KLATTENHOFF LANE, SUITE 100
HUTTO, TEXAS 78634

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

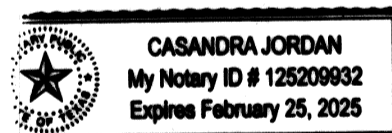
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TIMOTHY TIMMERMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7 DAY OF April, 2021.

BY: Cassandra Jordan
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Cassandra Jordan

MY COMMISSION EXPIRES: 2/25/25



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

I, ISRAEL RAMIREZ, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS. TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON, TEXAS, THIS 5 DAY OF APRIL, 2021.

Israel Ramirez
ISRAEL RAMIREZ
LICENSED PROFESSIONAL ENGINEER No. 114495
STATE OF TEXAS

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET
ROUND ROCK, TX 78664
PHONE (512) 836-4793
FIRM NO. 9784



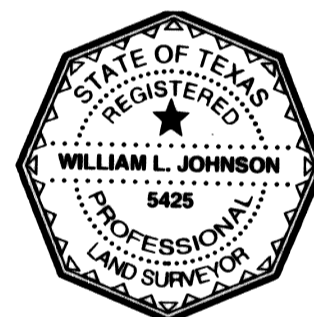
STATE OF TEXAS {
COUNTY OF WILLIAMSON {
KNOW ALL MEN BY THESE PRESENTS

I, WILLIAM L. JOHNSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5425, IN THE STATE OF TEXAS, HEREBY CONFIRM THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON 5 JANUARY 2021.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS 5 DAY OF APRIL, 2021.

William L. Johnson
WILLIAM L. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5425
STATE OF TEXAS

RJ SURVEYING & ASSOCIATES
2900 JAZZ STREET, ROUND ROCK, TX 78664
PHONE (512) 836-4793
FIRM NO. 10015400

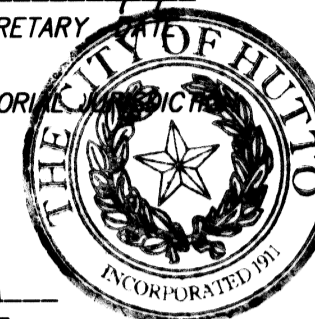


THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE 18 DAY OF March, 2021.

Mike Snyder 5/6/21 Holly Nagy 5/6/21
MAYOR, MIKE SNYDER DATE HOLLY NAGY, CITY SECRETARY

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS THE 15 DAY OF April, 2021.

Ashley Lumpkin 4/19/21
ASHLEY LUMPKIN, AICP, EXECUTIVE DIRECTOR DATE



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 8 DAY OF April, 2021.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

IT IS THE RESPONSIBILITY OF THE OWNER, NOT WILLIAMSON 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.

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 OF 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, 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 Gravel Jr.
BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
§ KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK _____M, AND DULY RECORDED THIS _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK _____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN 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 E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: 16 DECEMBER 2020

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

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Commissioners Court - Regular Session**27.****Meeting Date:** 05/25/2021

GHS Golf Resolution

Submitted By: Ashlie Holladay, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution recognizing the Georgetown High School Golf Team.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

GHS Golf Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 09:00 AM

Started On: 05/19/2021 11:16 AM

State of Texas

County of Williamson

Know all men by these presents:

That on this, the 25th day of May 2021, the Commissioners Court of Williamson County Texas, met in duly called session at the Courthouse in Georgetown with the following members present:

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

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

RESOLUTION

Whereas, The Georgetown High School Varsity Golf Team has a rich tradition of excellence and accomplishment in academic and athletic competition reflecting the highest ideals of hard work, training and sportsmanship, and

Whereas, The Georgetown High School Varsity Golf Team is a true testament of what determination, dedication and a passion to win can accomplish.

Whereas, The Georgetown High School Varsity Boy's Golf Team and Matti Palmer both took first place during district play at Delaware Springs in Burnet, Texas.

Whereas, The Georgetown High School Boy's Golf Team finished third and Matti Palmer finished fourth during regional action at the Hyatt Hill Country Club in San Antonio moving on to the state championship at Sun City.

Therefore, Be it Resolved that the Williamson County Commissioners Court is proud to recognize the Georgetown High School Boy's Varsity Golf Team and Matti Palmer, both finishing eighth in the state during the State Golf Tournament in Sun City, Texas in May of 2021.

RESOLVED THIS 25TH DAY OF MAY, 2021.

Bill Gravell Jr., County Judge

Attest: Nancy E. Rister, County Clerk

Commissioners Court - Regular Session**28.****Meeting Date:** 05/25/2021

Request for Qualifications for Strategic Plan Consulting Services

Submitted For: Joy Simonton**Submitted By:** Joy Simonton,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the process to begin a Request for Qualifications for Strategic Plan Consulting Services.

Background

In response to the Commissioner's Court request to provide framework as to how to solicit and contract for Strategic Plan Consulting Services, I offer the following overview and recommendations.

Planning services are considered a unique category and do not require a competitive bid, meaning price can but is not required to be an evaluation factor. However, notice of the consulting opportunity must be given and fair and open competition is required (Tex. Gov't Code Sec. 2254.022 (b) (3))

<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2254.htm>.

In this setting, the Commissioners Court would be well served to know the market by issuing a solicitation and select a consultant based on the most qualified respondent. A Request for Qualifications (RFQ) is the recommended solicitation method for the Strategic Plan Consulting contract being considered.

A detailed recommendation memo is herein attached as well as a slide presentation to help assure staff understands the directive.

Department contact: Joy Simonton, Purchasing Agent.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Williamson County Strategic Plan Consulting Services Procurement Overview

Slides - Strategic Plan Consulting Services RFQ Overview

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Joy Simonton

Final Approval Date: 05/18/2021

Reviewed By

Andrea Schiele

Date

05/18/2021 09:08 AM

Started On: 05/17/2021 04:51 PM



Purchasing Department

DATE: May 3, 2021

TO: Judge Gravell
Terry Cook, County Commissioner Precinct One
Cynthia Long, County Commissioner Precinct Two
Valerie Covey, County Commissioner Precinct Three
Russ Boles, County Commissioner Precinct Four

FROM: Joy Simonton, Purchasing Agent

RE: Williamson County Strategic Plan Consulting Services Procurement Overview

In response to the Commissioner's Court request to provide framework as to how to solicit and contract for Strategic Plan Consulting Services, I offer the following overview and recommendations.

Planning services are considered a unique category and do not require a competitive bid, meaning price can but is not required to be an evaluation factor. However, notice of the consulting opportunity must be given and fair and open competition is required (Tex. Gov't Code Sec. 2254.022 (b) (3))

<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2254.htm>.

In this setting, the Commissioners Court would be well served to know the market by issuing a solicitation and select a consultant based on the most qualified respondent. A Request for Qualifications (RFQ) is the recommended solicitation method for the Strategic Plan Consulting contract being considered.

An RFQ provides maximum flexibility in scoping and contracting. A high-level overview of the recommended process is provided herein:

- Create scope of work;
- Determine scoring criteria on 100 point scale;
- Determine selection committee;
- Advertise RFQ opportunity;
- Receive responses;
- Evaluate responses;
- Determine short list for interview purposes;
- Interview short-listed candidates;
- Make final selection;
- Negotiate contract;
- Begin Strategic Planning project

Once selected, the Court will then negotiate with the consultant to establish a reasonable fee based on the scope of work. If a satisfactory contract cannot be reached with the most highly qualified respondent the Court shall discontinue negotiations with that respondent and move on to negotiations with the next most qualified respondent until a contract is entered into or no award is made.

The solicitation and contracting process can be expected to run 12-16 weeks from the advertising date. In my experience a contract of this scope will cost between \$100,000 and \$200,000. I'm basing this estimate on my general understanding of the scope at hand and my many years of procuring consulting services in the public sector.

The existing Williamson County Strategic Plan, established 2010, is a part of the FY 2021 Budget Document, page 36, and Appendix pages 222 through 268. The document can be viewed at this link: [FY21 Annual Budget Report.pdf \(wilco.org\)](#).

Tarrant County, Parker County and Dallas County Strategic Plan documents are also provided for reference. These documents provide additional line of sight as to what a final plan deliverable can look like. Links to those documents are provided below.

Tarrant County Strategic Plan 2014-2020

https://www.tarrantcounty.com/content/dam/main/administration/2014_Strategic_Plan_6-25-14.pdf

Parker County Strategic Plan 2019-2021

<https://www.parkercountytx.com/DocumentCenter/View/6321/strategic-plan>

Dallas County Strategic Plan 2007-2017

<https://www.dallascounty.org/Assets/uploads/docs/comcrt/DallasCountyStrategicPlan.pdf>

At this time staff seeks direction as to how to proceed. If direction is to issue an RFQ, draft RFQ language is included with this submittal to begin the scoping review.



What is a strategic plan?



What is a strategic plan?

A strategic plan provides guidance to an organization by establishing where they are now, where they want to be, how to get there, and if they have arrived. A strategic plan identifies the mission and vision of the organization – why they exist – and establishes values that the organization will hold to as it moves forward

(Williamson County Adopted Budget Fiscal Year 2020-2021, p. 36).

Captures strategic thinking and expresses a clear mission

Defines guiding principles

Articulates a compelling vision for the target year

Establishes goals and measurable implementation

Includes key assignments

Routinely referenced to track and report progress



How many years should an organization plan for?

Near term and long-range goals can be established in a strategic plan.

Near term: 3 – 5 years

Long range: 25+ years



What do strategic plans look Like?

Sample plans:

[Williamson County 2010](#)

[Tarrant County Strategic Plan 2014-2020](#)

[Parker County Strategic Plan 2019-2021](#)

[Dallas County Strategic Plan 2007-2017](#)



Who helps create a strategic plan?

Professional planning and consulting firms that specialize in helping organizations create a strategic plan can be hired to assist with this project.

How is this type of a firm chosen?

A formal solicitation and interview process can be conducted to select the most highly qualified firm. In the public sector, this process is typically through a Request for Qualifications (RFQ).



How do we start?

- Create scope of work
- Determine scoring criteria on 100-point scale
- Determine selection committee
- Advertise RFQ opportunity
- Receive responses
- Evaluate responses
- Determine short list for interview purposes
- Interview short-listed candidates
- Make final selection
- Negotiate contract
- Begin strategic planning project



Which people participate in creating the plan?

The entire organization can participate in assisting with the strategic plan.

All departments and Elected Officials can be represented.



How long does the strategic planning process take?

For large, complex organizations, the strategic planning process can take 6-12 months.

What is the average cost for these consulting services?

Costs can range from \$100,000 to \$200,000 for complex organizations.

Commissioners Court - Regular Session**30.****Meeting Date:** 05/25/2021

2021 PM 2.5 emission reduction and planning measures for Williamson County

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 a proposed Regional PM2.5 (particulate matter 2.5 microns) Emission Reduction and Planning Measures for Williamson County as part of the Austin-Round Rock-Georgetown MSA Regional Air Quality Plan from the Clean Air Coalition (CAC) of the Capital Areas Council of Governments (CAPCOG)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PM 2.5 reduction and planning form 2021

Proposed PM 2.5 Measures from CAPCOG CAC

Public Comments at CAPCOG CAC Feb. 10, 2021

Executive Summary of PM 2.5 proposed measures document from CAPCOG

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 11:47 AM

Started On: 05/20/2021 11:36 AM

Proposed Regional PM_{2.5} Emission Reduction and Planning Measures for the Austin-Round Rock-Georgetown
MSA Regional Air Quality Plan – February 3, 2021

Organization: _____

Table 1 - PM_{2.5} Emission Reduction and Planning Measures for Austin-Round Rock-Georgetown MSA Air Quality Plan

Measure and Status (i.e., new or existing)	Implement within own organization's operations	Encourage or require 3 rd party organizations to implement	Educate and encourage the public at large to implement
1: Reduce PM emissions from construction and demolition activities (new)	Yes No N/A	Yes No N/A	Yes No N/A
2: Reduce PM emissions from commercial cooking/charbroiling (new)	Yes No N/A	Yes No N/A	Yes No N/A
3: Reduce PM emissions from road dust (new)	Yes No N/A	Yes No N/A	Yes No N/A
4: Reduce PM emissions from mining and quarrying activities (new)	Yes No N/A	Yes No N/A	Yes No N/A
5: Reducing PM emissions from open burning (new)	Yes No N/A	Yes No N/A	Yes No N/A
6: Reduce PM emissions or impact of PM emissions from prescribed burning on high PM days (new)	Yes No N/A	Yes No N/A	Yes No N/A
7: Reduce emissions from mobile sources year-round (existing)	Yes No N/A	Yes No N/A	Yes No N/A
8: Reduce emissions from stationary combustion sources year-round (existing)	Yes No N/A	Yes No N/A	Yes No N/A
9: Installation additional PM_{2.5} monitors/sensors within the region (new)	Yes No N/A	Yes No N/A	Yes No N/A
10: Promote awareness of health effects of PM air pollution (new)	Yes No N/A	Yes No N/A	Yes No N/A

Proposed PM_{2.5} Measures for the Austin-Round Rock-Georgetown MSA Regional Air Quality Plan

February 25, 2021

Prepared by the Capital Area Council of Governments (CAPCOG)

Background

In December 2020, the U.S. Environmental Protection Agency (EPA) concluded its periodic review of the particulate matter (PM) National Ambient Air Quality Standards (NAAQS) by deciding to retain all of the existing PM NAAQS. However, as part of this review, EPA staff indicated that there is no clear threshold below which exposure to PM pollution will not cause significant health problems, and EPA staff had recommended consideration of a tighter annual fine particulate matter (PM_{2.5}) NAAQS. During the next PM NAAQS review due in 2025, the new EPA Administrator could tighten the NAAQS and the Austin-Round Rock-Georgetown Metropolitan Statistical Area's (MSA's) PM_{2.5} concentrations are high enough that the region could be at risk of a nonattainment designation for a tighter PM_{2.5} NAAQS. Therefore, both from a public health perspective and a regulatory perspective, the Central Texas Clean Air Coalition (CAC) has decided to update the region's voluntary air quality plan, *2019-2023 Austin-Round Rock-Georgetown Metropolitan Statistical Area (MSA) Regional Air Quality Plan*, to include additional measures targeted at reducing regional PM_{2.5} air pollution and enhancing awareness of PM air pollution.

Currently, the region's air pollution levels continue to be much closer to exceeding the ozone (O₃) NAAQS than any of the PM NAAQS. However, the region's PM air pollution levels pose a much more significant public health threat than O₃, and the PM pollution levels may pose a more significant regulatory threat as well in the coming years. This list of proposed measures is designed to help reduce regional PM_{2.5} pollution, and were developed by a subcommittee of the Clean Air Coalition Advisory Committee (CACAC) that included staff from Austin, Round Rock, Travis County, Bastrop County, EPA, and Public Citizen, and was reviewed by the CAC at its February 10, 2021, meeting. The list is intended to provide a "menu" of options for current and potential future CAC members to consider implementing as part of the regional plan. CAPCOG will solicit public comment on these measures, compile the responses, and provide these to CAC members for their consideration. CAPCOG is requesting that organizations consider this list of measures and notify CAPCOG by May 31, 2021, of any new measures they plan to implement, as well as any existing measures already being implemented. CAPCOG staff will incorporate this into an update to the regional plan that will be presented to the CAC at its August 11, 2021, meeting, for approval.

Proposed Measures

Several proposed measures are new and specific to major sources of PM emissions that differ from measures to control O₃-forming emissions. However, there are also existing measures in the plan that organizations may not be implementing that can also help reduce PM emissions and concentrations. The list includes both a measure and target for implementation. Methods of implementation can range from passive controls such as encouraging and sharing best management practices (BMPs) to more aggressive controls such as contractor requirements that BMPs are implemented or city ordinances. The appendix contains details on specific activities that can be undertaken under each category and provides additional background to help stakeholders understand the multiple ways in which certain sectors could reduce emissions. CAPCOG is not requesting that CAC members list in detail each specific action. However, CAPCOG is requesting that CAC members indicate which general measures they will commit to implementing and the level of commitment (i.e., encouraging best management practices, ordinances, contractual specifications, outreach and education, etc.).

Proposed Regional PM_{2.5} Emission Reduction and Planning Measures for the Austin-Round Rock-Georgetown
MSA Regional Air Quality Plan – February 25, 2021

Organization: _____

Table 1 - PM_{2.5} Measures for Austin-Round Rock-Georgetown MSA Air Quality Plan

Measure and Status (i.e., new or existing)	Implement within own organization's operations	Encourage or require 3 rd party organizations to implement	Educate and encourage the public at large to implement
1: Reduce PM emissions from construction and demolition activities (new)	Yes No N/A	Yes No N/A	Yes No N/A
2: Reduce PM emissions from commercial cooking/charbroiling (new)	Yes No N/A	Yes No N/A	Yes No N/A
3: Reduce PM emissions from road dust (new)	Yes No N/A	Yes No N/A	Yes No N/A
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5: Reducing PM emissions from open burning (new)	Yes No N/A	Yes No N/A	Yes No N/A
6: Reduce PM emissions or impact of PM emissions from prescribed burning on high PM days (new)	Yes No N/A	Yes No N/A	Yes No N/A
7: Reduce emissions from mobile sources year-round (existing)	Yes No N/A	Yes No N/A	Yes No N/A
8: Reduce emissions from stationary combustion sources year-round (existing)	Yes No N/A	Yes No N/A	Yes No N/A
9: Installation additional PM_{2.5} monitors/sensors within the region (new)	Yes No N/A	Yes No N/A	Yes No N/A
10: Promote awareness of health effects of PM air pollution (new)	Yes No N/A	Yes No N/A	Yes No N/A

Next Steps

Below is the timeline that CAPCOG plans to follow regarding collecting public comments, soliciting emission reduction commitments from CAC members, and updating the Regional Air Quality Plan. CAPCOG will be conducting a region-wide public comment period in March 2021 in order to provide CAC member organizations useful public and stakeholder input on this list of measures ahead of the May 31, 2021, target date for submitting its list of measure for inclusion in the update to the air quality plan that will be presented to the CAC for approval at their August 2021 meeting. Since this is a voluntary plan, the CAC's approval will simply codify all of the commitments that member organizations have made and provide any direction on region-wide initiatives that it may wish CAPCOG to undertake. Please send any questions, comments, or inquiries to Christiane Alepuz at calepuz@capcog.org. Public comment will be accepted until March 26, 2021, and then collated and distributed to CAC members the following week.

CAPCOG also plans to monitor new state legislation that may affect PM emissions sectors from some key sector and sources such as concrete batch plants or mining and quarry operations, and any federal or state-level initiatives that may be supportive of additional PM reductions within the region.

Table 2 - Timeline for 2021 Update to the 2019-2023 Regional Air Quality Plan Update for PM_{2.5}

Date or Timeframe	Milestone
2/10/2021	CAC meeting; list of measures presented, public comment period opens
3/26/2021	End of public comment period
3/29/2021- 4/2/2021	CAPCOG will compile comments and disseminate to CAC and CACAC
4/29/2021	CACAC meeting; review progress
5/3/2021 – 5/7/2021	National Air Quality Awareness Week; Presentations to CAC Organizations
5/12/2021	CAC Meeting; review progress
5/31/2021	Target date for existing CAC members to update commitments
6/25/2021	Target date for commitments from new CAC members
7/22/2021	Target date for drafting plan & distribution to CACAC for review
7/29/2021	CACAC meeting to consider recommendation of plan update (tentative)
8/11/2021	CAC considers approval of update to plan
8/13/2021	CAPCOG submits plan to EPA as “Path Forward” for PM Advance Program

Appendix A: Additional Background

What are the Health Effects of Particulate Matter Pollution?

Particles with diameters of 2.5 micrometers or smaller (PM_{2.5}, or “fine PM”) are small enough to penetrate and harm numerous body systems. EPA’s review of PM health studies have indicated “causal” or “likely causal” relationships between short-term and/or long term exposure to PM_{2.5} and the following health effects¹:

- Premature death;
- Lung cancer;
- Cardiovascular effects;
- Nervous system effects; and
- Respiratory effects.

EPA’s review also indicated that there is no evidence of a threshold below which further reductions to PM_{2.5} exposure would not continue to decrease risks. This means that there are public health benefits of reducing both long-term and short-term exposure to PM_{2.5} even if an area is attaining the PM_{2.5} NAAQS.

EPA also reviewed health effects of particles with diameters 2.5 – 10 micrometers (PM_{2.5-10} or “coarse PM”), but EPA was not able to determine if particles in this size range could be definitively linked to any health outcomes. EPA does have a NAAQS for short-term exposure to all particles with diameters 10 micrometers or smaller (PM₁₀), but PM₁₀ includes PM_{2.5}. EPA also reviewed information on health effects associated with even smaller particles – ones with diameters smaller than 0.1 micrometers (PM_{0.1} or “ultrafine PM”), but was not able to determine conclusively if there were health effects from particles these sizes that were distinct from the health effects it assessed for PM_{2.5}.

Who is Most Affected by Particulate Matter Pollution?

People with heart or lung diseases, children, and older adults are the most likely to be affected by PM_{2.5} pollution exposure. These sensitive groups comprise at least 40% of the population in the MSA. Additionally, people of color and people with low incomes tend to have disproportionate exposure to high PM_{2.5} levels.

What are the Different Types of PM_{2.5} Pollution?

PM_{2.5} is both a primary pollutant (i.e., directly emitted from different sources) and a secondary pollutant (i.e., formed in the atmosphere through chemical reactions and processes from other direct emissions).

Sources of PM_{2.5} include:

- Crustal PM_{2.5} – particles from dust/soil;
- Elemental carbon (EC) PM_{2.5} – particles that contain the elemental form of carbon (i.e., graphite);
- Organic carbon (OC) PM_{2.5} – particles that contain organic molecules (hydrocarbons);
- Sulfate PM_{2.5} – particles that contain SO₄ molecules;
- Nitrate PM_{2.5} – particles that contain NO₃ molecules; and
- Ammonium PM_{2.5} – particles that contain NH₄ molecules.

Which Type of PM_{2.5} Pollution is of Most Concern?

The type of PM_{2.5} that appears to be contributing the most to the highest levels of annual PM_{2.5} concentrations within the region is organic carbon PM_{2.5}. The large variation in the organic carbon PM_{2.5} contributions at the two regional regulatory monitors in 2014-2018 accounts for the vast majority in the differences in the annual PM_{2.5} concentrations between these locations. This suggests that reducing organic carbon PM_{2.5} emissions would

¹ EPA. *Integrated Science Assessment for Particulate Matter*. December 2019. EPA/600/R-19/188, http://ofmpub.epa.gov/eims/eimscomm.getfile?p_download_id=539935.

be the most important step that the region can take towards reducing the highest annual PM_{2.5} concentrations, which are located in the urban core.

What are the Largest Sources of PM_{2.5} Emissions?

The largest sources of PM_{2.5} and organic carbon PM_{2.5} within the Austin-Round Rock-Georgetown MSA are listed below:

Table 3 – Largest sources of PM_{2.5} Emissions in the region, 2017

Source Category	Tons per year PM _{2.5}	% of Total PM _{2.5} Emissions	Tons per year OC PM _{2.5}	% of Total OC PM _{2.5} Emissions
Road Dust	2,325	22%	153	6%
Construction Dust	1,693	16%	78	3%
Open Burning	1,574	15%	611	26%
Prescribed Fires	861	8%	403	17%
Agricultural Dust	793	8%	24	1%
Commercial Cooking	417	4%	279	12%
Mining and Quarrying	326	3%	0	0%
Subtotal	7,989	76%	1,548	65%

It's important to note that while these represent the best estimates available, they are characterized by a high degree of certainty, especially compared to some of the largest sources of ozone-forming emissions. EPA has developed these estimates based on broad national datasets and emissions factors, and circumstances may vary significantly location to location. For example, EPA assumes that 12.5% of all PM₁₀ emissions from all mines and quarries is PM_{2.5}, but EPA's estimates for the region do not reflect any unique circumstances that may be present at any specific mine or quarry within the region.

How Do the Sources of PM_{2.5} Emissions Compare to Sources of Ozone-Forming Emissions?

The list of the main sources of PM_{2.5} emissions in the region is very different than the list of main sources of emissions contributing to peak O₃ formation, which is dominated by mobile sources and point sources. While measures to reduce O₃-forming emissions from mobile sources and point sources will also help reduce PM_{2.5}, those sources do not contribute nearly as much to the region's PM_{2.5} concentrations as they do to peak O₃ formation, and the main sources of PM_{2.5} emissions require distinct control measures in order to significantly affect regional PM_{2.5} concentrations.

How Do the Region's PM_{2.5} Concentrations Compare to NAAQS?

When comparing the region's PM_{2.5} concentrations to the NAAQS, the concentrations are referred to as "design values," and are based on 3 years' worth of data, (i.e., 2018-2020):

- Annual design value: 9.7 micrograms per cubic meter (µg/m³) – 81% of the maximum allowed
 - The annual NAAQS is 12.0 µg/m³
 - EPA staff had proposed consideration of a NAAQS as low as 8.0 µg/m³
- 24-hour design value for 2018-2020: 22 µg/m³ – 63% of the maximum allowed
 - The 24-hour NAAQS is 35 µg/m³

How are the Design Values Determined?

When EPA determines if an area's PM_{2.5} levels are in compliance with the NAAQS, they will use the most recent three years' worth of data from all of the official PM_{2.5} monitors that the state operates or has approved for use in comparison to the NAAQS. These numbers are known as "design values." The highest design value for the whole region becomes that region's design value. In the Austin-Round Rock-Georgetown MSA, there are two such PM_{2.5} monitors that will be used to assess the region's compliance for the 2018-2020 period:

- AQS Number 484530021/CAMS Number 171 in East Austin: https://www.tceq.texas.gov/cgi-bin/compliance/monops/site_photo.pl?cams=171
- AQS Number 484531068/CAMS 1068 along IH-35, just north of the intersection with US-183: https://www.tceq.texas.gov/cgi-bin/compliance/monops/site_photo.pl?cams=1068

These two sites are located where EPA and the state have determined would be the locations most likely to measure the highest region-wide PM_{2.5} concentrations over a three-year period.

For the annual PM_{2.5} NAAQS, EPA calculates quarterly averages for each year, and then calculates a 3-year average to determine the design value. If that 3-year average is 12.0 µg/m₃ or below, the region is considered in compliance with the NAAQS. For the 24-hour PM_{2.5} NAAQS, EPA calculates the 98th percentile 24-hour concentration for each year, and then calculates a 3-year average. If that 3-year average is 35 µg/m₃ or below, the region is considered in compliance with the NAAQS.

What Specific Actions can be Implemented?

This section outlines in detail the specific activities that CAC members could implement under each category identified above. This is meant to provide an idea of specific activities, and it is not required that CAC members list in detail which specific action (e.g., water application) is planned to be implemented.

1. Reduce emissions from construction and demolition activities
 - a. There are a number of ways to reduce PM emissions during construction and demolition. The list below is compiled from the WRAP Fugitive Dust Handbook² and a best practice document from Canada³
 - b. Water application
 - c. Dust suppressants
 - d. Reschedule large dust generating activities from high wind days or forecasted high PM days
 - e. Design:
 - i. Plan for minimizing dust generation
 - ii. Choosing building material to reduce dust generation
 - iii. Minimize distances travelled for delivery of materials
 - iv. Use of green building materials
 - v. Design and construction for maximum energy efficiency
 - f. Site preparation

² Western Regional Air Partnership's (WRAP's) Fugitive Dust Handbook, https://www.wrapair.org//forums/dejf/fdh/content/FDHandbook_Rev_06.pdf

³Best Practices for the Reduction of Air Emissions From Construction and Demolition Activities, <http://www.bv.transports.gouv.qc.ca/mono/1173259.pdf>

- i. Grade the construction site in phases
 - ii. Use wind fencing
 - iii. Stabilize surfaces of completed earthworks with vegetation
 - iv. Stabilize earthworks with stone/soil/geotextiles
 - v. Create ridges to prevent dust
 - vi. Compact disturbed soil
 - vii. Eliminate open burning
 - viii. Reduce certain activities during windy conditions
- g. Storage piles:
 - i. Storage pile activity should be conducted downwind
 - ii. Utilize enclosures/coverings for storage piles
 - iii. Utilize wind fences/screens for storage piles
 - iv. Use vegetation cover as a wind break
 - v. Properly shape storage piles
 - vi. Properly schedule the delivery of landscaping materials
- h. Material Handling & Transfer Systems
 - i. Control mud and dirt trackout and carryout
 - ii. Minimize material drop at the transfer point and enclosure
 - iii. Utilize foam suppression systems
 - iv. Secure loads on haul trucks
 - v. Prevent PM emissions from spills
 - vi. Minimize material handling operations
 - vii. Capture fugitive dust emissions
 - viii. Utilize wind barriers
 - ix. Reduce certain activities during windy conditions
- i. Road surfaces
 - i. Establish on-site vehicle restrictions
 - ii. Surface improvements to unpaved road surfaces
 - iii. Proper maintenance of unpaved roads
 - iv. Work practices associated with de-icing materials
- j. Fabrication
 - i. On high PM days, reschedule the following:
 - 1. Cutting and grinding
 - 2. Sand and grit blasting and façade cleaning
 - 3. Concrete cutting
 - 4. Mixing processes
 - 5. Internal and external finishing and refurbishment
- k. Demolition and Deconstruction
 - i. Apply deconstruction techniques
 - ii. Minimize drop heights for debris
 - iii. Enclose chutes and cover bins
 - iv. Use fogging systems
 - v. Construct barriers to prevent dispersion
 - vi. Avoid blasting when feasible
 - vii. Vacuum debris
 - viii. Work practices for loading debris
 - ix. Avoid prolonged storage of debris
- 2. Reduce emissions from commercial cooking/charbroiling, possibly through some kind of grant program

- a. The U.S. Environmental Protection Agency's (EPA's) Menu of Control Measures⁴ identifies one control for commercial cooking, catalytic oxidizers, which are estimated to achieve an 83% control efficiency at a cost of \$3,252 per ton of PM + volatile organic compounds (VOCs).
 - i. This measure focuses on the control of PM emissions from over-fire and conveyor charbroilers. The use of a catalytic oxidizer, placed above the charbroiler in the stack and activated by heat from the cooking, appears to be the best and most cost-effective emission control device for charbroilers.
 - ii. Cities in California and New York have established exemptions for establishments that charbroil less than 400 – 1,000 pounds of meat per week.
 - b. If funds are available, a grant program could be implemented to assist restaurants and food service businesses, that charbroil a certain threshold of meat, in purchasing and installing a catalytic oxidizer.
3. Reduce road dust emissions²
 - a. Paved roads and parking lots:
 - i. Water flushing/sweeping
 - ii. Improvements in sanding/salting applications and materials
 - iii. Covering haul trucks
 - iv. Prevention of vehicle dust trackout
 1. Curb installation
 2. Shoulder stabilization
 - b. Unpaved roads & parking lots
 - i. Paving
 - ii. Chemical stabilization/dust suppressant
 - iii. Surface improvement (e.g., gravel)
 - iv. Vehicle speed reduction (to 25 miles/hour or less)
 - v. Watering twice a day for industrial unpaved road
 4. Reduce emissions from mining and quarrying activities
 - a. EPA⁴ identifies the following control measures for direct PM emissions from "Mineral Products – Stone Quarrying & Processing" at stationary facilities at which materials are being handled after quarrying.
 - i. Dry Electrostatic Precipitator (ESP) – Wire Plate Type
 - ii. Fabric Filter
 - iii. Paper/Nonwoven Filters – Cartridge Collector
 - iv. Venturi Scrubber
 - v. Wet Electrostatic Precipitator (ESP) – Wire Plate Type
 - b. PM reduction measures at the mining and quarrying site are^{2,5}:
 - i. Reschedule blasting and other large dust generating activities from days with high winds or high PM levels

⁴ EPA Point & Non-Point PM Menu of Control Measures, <https://www.epa.gov/sites/production/files/2016-02/documents/menuofcontrolmeasures.pdf>

⁵ Public Citizen Urges Texas Legislature to Rein in Aggregate Pollution, <https://www.citizen.org/article/public-citizen-urges-texas-legislature-to-rein-in-aggregate-pollution/>

- ii. Implement wet suppression
 - iii. Enclose or cover storage piles
 - iv. Plant vegetation as a windbreak and/or erect artificial wind barriers
 - v. Control mud and dirt trackout
 - vi. Secure loads on haul trucks
 - vii. Vehicle wash stations upon exiting property
 - viii. Route optimization to avoid neighborhoods and school zone times
 - ix. Vacuuming dust
 - c. The control measures for unpaved roads² are potentially applicable to mines and quarries. These measures include:
 - i. Pave roads and high-traffic areas
 - ii. Chemical stabilization/dust suppressant
 - iii. Surface improvement (e.g., gravel)
 - iv. Vehicle speed reduction to 25 miles/hour
 - v. Watering twice a day for industrial unpaved road
5. Reducing open burning
- a. Working with the Capital Area Regional Environmental Task Force (RETF) and other city or county environmental enforcement staff to enforce burn bans and the state's Outdoor Burning Rule
 - i. Outdoor Burning Rule, Title 30, Texas Administrative Code, Sections 111.201–221
 - 1. The Outdoor Burning Rule requires that certain kinds of burning be conducted downwind of, or at least 300 feet from, any structure containing sensitive receptors located on adjacent properties unless written approval is obtained beforehand from the owner or occupant—the one who will suffer adverse effects—of the adjacent or downwind property. Also, the burning must not cause a nuisance or traffic hazard.
 - 2. See the Texas Commission on Environmental Quality's (TCEQ's) Outdoor Burning in Texas Guide - https://www.tceq.texas.gov/assets/public/comm_exec/pubs/rg/rg-049.pdf
 - b. Educating the public on fire and air quality hazards from open burning
6. Working to ensure prescribed burning activities do not coincide with projected high PM days, if possible
- a. According to Travis County's Park Land Manager, prescribed burn windows are identified the week before the prescribed burn. Therefore, it is recommended that prescribed burning staff consider the air quality forecast for the timeframe in which the burns are being considered. There a lot of factors that go into selecting the day of a prescribed burn such as meteorology and staff availability, so it may not be possible to avoid some high PM days. Note that this measure would be expected to reduce peak daily 24-hour PM_{2.5} concentrations, but not annual PM_{2.5} concentrations.

CAPCOG can also encourage consideration of co-benefits of PM air pollution reductions from other actions/measures that are already in the Regional Air Quality⁶ plan for O₃ that also could impact regional 24-hour or annual PM_{2.5} concentrations

⁶ 2019-2023 Austin-Round Rock-Georgetown MSA Regional Air Quality Plan, https://www.capcog.org/wp-content/uploads/2019/10/2019-2023_Regional_Air_Quality_Plan.pdf

7. Measures to reduce air pollution from the use of fleet/commercial vehicles and equipment:
 - a. Tier 1
 - i. Establish and enforce idling restriction policies for use of the organization's vehicles, equipment, and property
 - ii. Establish fleet management policies that prioritize the use of vehicles and equipment with low emission rates
 - iii. Educate fleet users on driving and equipment operation practices that can reduce emissions
 - iv. Seek funding to accelerate replacement of older, higher-emitting vehicles and equipment with newer, cleaner vehicles and equipment, such as TERP grants
 - b. Tier 2
 - i. Establish low-emission purchasing policies for new on-road vehicles, non-road equipment, and stationary equipment
 - ii. Enforce vehicle idling restrictions within the community [either through an ordinance if a city or a memorandum of agreement with TCEQ if a county].
8. Measures to reduce air pollution from power plants and other stationary combustion sources:
 - a. Conserve energy
 - b. Schedule discretionary emission-generating activities such as engine testing to periods that would avoid peak 8-hour O₃ or 24-hour PM_{2.5} concentrations

The following measures would also be expected to generally improve understanding and awareness of PM_{2.5} air pollution, which could lead to emission reduction or exposure reduction by the community at large.

9. Encourage installation of additional PM_{2.5} monitors/sensors within the region
 - a. More PM_{2.5} monitors and sensors in the MSA would allow a better understanding of where elevated PM_{2.5} levels are occurring and the populations that are most affected by high PM_{2.5}.
 - b. EPA has started to display privately collected PM_{2.5} data from "Purple Air" sensors on their AirNow website, and these low-cost sensors (\$200-\$300) can greatly expand the availability of PM_{2.5} data within the region ([fire.airnow.gov](https://www.airnow.gov))
 - c. CAPCOG is installing/has installed Purple Air sensors at its air monitoring stations in Austin, Bastrop, Dripping Springs, Elgin, Georgetown, Lockhart, Round Rock, and San Marcos.
10. Promote awareness of health effects of PM air pollution
 - a. PM_{2.5} poses the greater risk to human health than ozone as PM_{2.5} can be inhaled deep into the lungs and can enter the bloodstream.
 - b. People with heart or lung diseases, children, and older adults are the most likely to be affected by particle pollution exposure.
 - i. AirNow, www.airnow.gov, can help the public view the air quality in their area in order to avoid elevated PM levels.

Public Comments Made at the February 10, 2021, Clean Air Coalition Meeting

1. Dr. R. Keith Randolph, Preserve our Hill Country Environment Technical Team
 - a. Retired biomedical scientist
 - b. Supportive of this group's work
 - c. Research on the health effects particulate matter (PM) is growing. In 2020, there were 182 publications registered in the National Library of Medicine regarding PM, and over the past 10 years, there were 1,400 publications that investigate negative effects of particulate matter (PM) on health.
 - d. Current research is looking into the speciation of PM, the chemical components of PM and how the various sizes of PM affect human health.
2. Mr. Jim Wilson, River Ridge 3 HOA, Georgetown, Williamson County
 - a. Collectively 500 home owners live between two rock crushing quarries in the area.
 - b. Residents regularly experience reoccurring heavy dust that settles in backyards, especially during the summer
 - c. The dust particles make it difficult to enjoy outside.
 - d. Residents are concerned about breathing the dust, especially for the children that play outside.
 - e. There is a growing concern about the effects of the dust on the health of the residents.
3. Mr. Michael Spano, Coalition for Responsible Environmental Aggregate Mining (CREAM) in Williamson County, Georgetown, Williamson County
 - a. Main concern with the aggregate production operations (APOs) in the area.
 - b. Major area of concern is with the dust and particulate matter released from the APOs.
 - c. In the CAPCOG region, there are 398 total facilities as APOs. Although, he believes the number is understated based on classification criteria.
 - i. The APOs in the CAPCOG region account for 40% of the facilities in the state of Texas.
 - ii. Rock mining, rock crushers, and cement batch plants in the CAPCOG region account for 75% of the facilities in the state of Texas.
 - iii. APOs in Burnet, Hays, Travis, and Williamson counties account for 82% of the facilities in the state of Texas.
 - iv. APOs in Williamson County account for 33% of the facilities in the state of Texas.
 - d. Given these numbers of APOs, there are insufficient PM monitors to understand the actual Pm levels in these areas.
 - e. Residents have installed their own PM sensors, and the residents see the dust daily.
 - f. Here's one resident's story, "The dust has caused me an enormous amount of health issues. Because of the amount of air pollution from these quarries and a nearby rock crusher, I have not been able to work for the past 2 years. We have asked for help from the TCEQ and other state and federal entities with no results. I am a prisoner inside of my own home, and I cannot go outside without suffering, especially when there are strong southerly winds. Our dream of turning our home into a mini paradise for us, our children, and grandchildren has been destroyed."
 - g. He ended his comment with a quote from a legal case. "Businesses should bear their own cost burden and expense of operations. They should be distributed by means of the prices from the resulting products, and not shifted to the small neighboring property

owners from them to bear alone. We can understand no sensible or reasonable principal of law for shifting such expense to persons who are not involved in such businesses. Industrial development is to be encouraged, but not at the expense of private individuals without their consent. If there is a public interest in such development, then the only equitable and just way to distribute such expense is to the equitable use of public funds."

4. Ms. Kay Harold, Sun City, Georgetown, Williamson County
 - a. Retired environmental scientist in compliance for 15 years in Texas
 - b. Supports the emission reduction measures for mining and quarrying activities and to encourage the installation of additional PM monitors
 - c. The location of the existing TCEQ PM monitors is not located where they can measure the PM that is generated from quarries along Highway 195.
 - i. Additional monitors would allow the needed data to understand the PM from the mining activities.

#1

Public Comment #5

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, March 11, 2021 8:22:11 PM
Last Modified: Thursday, March 11, 2021 8:51:19 PM
Time Spent: 00:29:07

Page 1

Q1

Contact Information

Name William Craig Wright
Company/Organization Self
City Georgetown
State TX
County Williamson

Q2

Please enter any comments here.

The number of air quality monitors currently installed in the Austin-Round Rock-Georgetown region is woefully inadequate to determine the quality of air both within and around each Aggregate Production Operation (APO.) Air-quality monitors must be installed directly on the borders of each APO in order to determine to what extent the APOs are contributing to limestone dust pollution and the deteriorating level of air-quality.

Air-quality monitors should have the capability of determining what particulate the unit is capturing versus only determining that PM 2.5 or PM 10 has been detected. There are several environmental factors that could potentially create false impressions of particulate matter such as cedar and other air-borne pollens versus limestone dust containing silica particulates. CAPCOG should also provide a testing service to citizens to have particulate matter tested to determine if silica is detected at a residence.

Micro/Microchip technology must be mandated to eliminate the harmful ground and air-blast impacts on residents within a 2-mile radius of established neighborhoods and business centers. Several studies have concluded that frequent blasting is detrimental to building/residential structures such as homes, building, and underground utilities including water and sewage systems. Current detonation technology used by APOs is nearly 40-years-old and does not utilize less invasive technology to control blast impacts.

#2

Public Comment #6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, March 12, 2021 2:48:58 PM
Last Modified: Friday, March 12, 2021 3:13:03 PM
Time Spent: 00:24:04

Page 1

Q1

Contact Information

Name Michael Miller
City Georgetown
State Texas
County Williamson

Q2

Please enter any comments here.

Two aggregate companies are blasting within 1000 feet of our homes (Shady Oaks Estates). They are Austin White Lime and CC Aggregates. Aside from shaking our homes and producing cracks in our foundations, tiles and wall structures, they produce dust that is blown into our subdivision.

I am a geologist and know that the Georgetown Thru Edwards formations (~102 MYBP) contain a lot of silica (much in the form of Chert and Flint Nodules- also know as "crypto crystalline quartz") used locally to make arrow heads, which the area is famous for. I know these are blasted into fine particles and that is what is in the air. Any help stopping this or at least limiting this transfer of silica to the local tax payers would be greatly appreciated.

If an all out protest with signs and the local news agency's would help, just let us know. I think we can arrange that since our homes and health are at issue.

Thanks.

#3

Public Comment #7

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, March 18, 2021 2:49:41 PM
Last Modified: Thursday, March 18, 2021 3:09:46 PM
Time Spent: 00:20:04

Page 1

Q1

Contact Information

Name KAY HAROLD
Company/Organization C.R.E.A.M.
City GEORGETOWN
State TX
County Williamson

Q2

Please enter any comments here.

I believe more PM 2.5 monitors are needed in NW Williamson County, particularly along Hwy 195 . To get a true representation of particulate pollution, more data points are required. There aren't any monitors along Hwy 195. This is an area where there are aggregate mining operations along with residential development with clear cutting of trees. There are visible emissions from the mining operations, the trucks used to transport aggregates, and the clearing for residential development. Chemical analysis of the particulate matter needs to be run to see what sources are contributing to the air quality in Williamson County. There are also an increasing number of vehicles traveling on this highway which may be contributing to mobile source emissions. I am a retired scientist who worked for an environmental engineering firm based in Texas. I was involved in air emissions compliance testing for 15 years.

Executive Summary of PM_{2.5} Proposed Measures Document from CAPCOG CAC

1. Particles with diameters of 2.5 micrometers or smaller (PM_{2.5}, or “fine PM”) are small enough to penetrate and harm numerous body systems. EPA’s review of PM health studies indicate “causal” or “likely causal” relationships between short-term and/or long term exposure to PM_{2.5} and the following health effects:
 - Premature death;
 - Lung cancer;
 - Cardiovascular effects;
 - Nervous system effects; and
 - Respiratory effects.

(EPA. *Integrated Science Assessment for Particulate Matter*. December 2019. EPA/600/R-19/188, http://ofmpub.epa.gov/eims/eimscomm.getfile?p_download_id=539935)

2. EPA’s review also indicated that there is no evidence of a threshold below which further reductions to PM_{2.5} exposure would not continue to decrease risks. This means that there are public health benefits of reducing both long-term and short-term exposure to PM_{2.5} even if an area is attaining the PM_{2.5} NAAQS.

NAAQS = **National Ambient Air Quality Standards**

3. Sources of PM_{2.5} include:
 - Crustal PM_{2.5} – particles from dust/soil;
 - Elemental carbon (EC) PM_{2.5} – particles that contain the elemental form of carbon (i.e., graphite);
 - Organic carbon (OC) PM_{2.5} – particles that contain organic molecules (hydrocarbons);
 - Sulfate PM_{2.5} – particles that contain SO₄ molecules;
 - Nitrate PM_{2.5} – particles that contain NO₃ molecules; and
 - Ammonium PM_{2.5} – particles that contain NH₄ molecules.

What are the Largest Sources of PM_{2.5} Emissions?

The largest sources of PM_{2.5} and organic carbon PM_{2.5} within the Austin-Round Rock-Georgetown MSA are listed below:

Table 3 – Largest sources of PM_{2.5} Emissions in the region, 2017

Source Category	Tons per year PM _{2.5}	% of Total PM _{2.5} Emissions	Tons per year OC PM _{2.5}	% of Total OC PM _{2.5} Emissions
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Commercial Cooking	417	4%	279	12%
Mining and Quarrying	326	3%	0	0%
Subtotal	7,989	76%	1,548	65%

4. Our current NAAQS values are under the maximum allowed by EPA. However, they may lower that standard level putting us at risk of non-attainment.

Therefore, planning now for the future, protecting our citizens and economic development, to keep Williamson County in attainment status.

Commissioners Court - Regular Session**31.****Meeting Date:** 05/25/2021

Tax Collection Agreement

Submitted For: Larry Gaddes**Submitted By:** Judy Kocian, County Tax
Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 19C and the County of Williamson, Texas.

Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the Williamson County Municipal Utility District No. 19C require the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

MUD No. 19C

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 09:18 AM

Started On: 05/19/2021 01:36 PM

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

TAX COLLECTION AGREEMENT

WHEREAS, the Williamson County Municipal Utility District 19C and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Williamson County Municipal Utility District 19C, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

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

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

Executed **May 10**, 20**21**.

COUNTY OF WILLIAMSON

Bill Gravell, County Judge
County of Williamson



Larry Gaddes, Tax Assessor/Collector,
County of Williamson

Robert E Anderson

Robert Anderson, President
Williamson County Municipal Utility District 19C

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

WHEREAS, Williamson County Municipal Utility District No. 19C desires to levy an ad valorem tax in each fiscal year; and

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

WHEREAS, Williamson County Municipal Utility District No. 19C finds it to be in the public interest to authorize a contract with the County of Williamson, Texas for collection of ad valorem taxes;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS of Williamson County Municipal Utility District No. 19C that:

The president of Williamson County Municipal Utility District No. 19C is hereby authorized and directed to enter into a contract on behalf of the District with the County of Williamson, Texas, in the form and according to the terms in the attached **Exhibit "A"**.

This Resolution may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A digital signature, a facsimile or other electronic copy of an original signature, and a counterpart transmitted electronically (e.g., by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 10th day of May, 2021.

**WILLIAMSON COUNTY MUNICIPAL UTILITY
DISTRICT NO. 19C**

Robert E Anderson

Robert Anderson, President
Board of Directors



ATTEST:

Brooke Kammer

Brooke Kammer, Assistant Secretary
Board of Directors

Commissioners Court - Regular Session**32.****Meeting Date:** 05/25/2021

Tax Collection Agreement

Submitted For: Larry Gaddes**Submitted By:** Judy Kocian, County Tax
Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 19E and the County of Williamson, Texas.

Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the Williamson County Municipal Utility District No. 19E require the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

MUD No. 19E

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 09:19 AM

Started On: 05/19/2021 01:39 PM

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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TAX COLLECTION AGREEMENT

WHEREAS, the Williamson County Municipal Utility District 19E and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Williamson County Municipal Utility District 19E, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

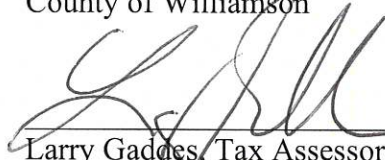
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

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

Executed **March 16**, 20**21**.

COUNTY OF WILLIAMSON

Bill Gravell, County Judge
County of Williamson



Larry Gaddes, Tax Assessor/Collector,
County of Williamson



Michael Harper, President
Williamson County Municipal Utility District 19E

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

WHEREAS, Williamson County Municipal Utility District No. 19E desires to levy an ad valorem tax in each fiscal year; and

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

WHEREAS, Williamson County Municipal Utility District No. 19E finds it to be in the public interest to authorize a contract with the County of Williamson, Texas for collection of ad valorem taxes;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS of Williamson County Municipal Utility District No. 19E that:

The president of Williamson County Municipal Utility District No. 19E is hereby authorized and directed to enter into a contract on behalf of the District with the County of Williamson, Texas, in the form and according to the terms in the attached **Exhibit "A"**.

This Resolution may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A digital signature, a facsimile or other electronic copy of an original signature, and a counterpart transmitted electronically (e.g., by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 10th day of May, 2021.

**WILLIAMSON COUNTY MUNICIPAL UTILITY
DISTRICT NO. 19E**



Michael Harper, President
Board of Directors



ATTEST:



Nancy Best, Secretary
Board of Directors

Commissioners Court - Regular Session**33.****Meeting Date:** 05/25/2021

SO Donation Rev BA 5.25.21

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

On Tuesday, May 11, 2021, Williamson County Sheriff's Office Community Liaison Division received \$56.00 in cash donations during the Junior Deputy Academy registration event at Headquarters. This donation will be used during the Junior Deputy Academy in June & July.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$56.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 05/18/2021

Reviewed By

Andrea Schiele

Date

05/18/2021 01:54 PM

Started On: 05/17/2021 08:51 AM

Commissioners Court - Regular Session**34.****Meeting Date:** 05/25/2021

SO Donation BA Exp 5.25.21

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

On Tuesday, May 11, 2021, Williamson County Sheriff's Office Community Liaison Division received \$56.00 in cash donations during the Junior Deputy Academy registration event at Headquarters. This donation will be used during the Junior Deputy Academy in June & July.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	\$56.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 05/18/2021

Reviewed By

Andrea Schiele

Date

05/18/2021 01:57 PM

Started On: 05/17/2021 08:52 AM

Commissioners Court - Regular Session**35.****Meeting Date:** 05/25/2021

Policy Exception

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on a policy exception regarding moving surplus salary dollars within the County Attorney's Office.

Background

The County Attorney's office is asking for a policy exception for 2 Attorney positions in the office. Both of these positions are critical leadership positions in the Criminal Division, Trial Director (who oversees the development and training of all Criminal Prosecutors serving in trial courts and Lead Prosecutor-Mental Health (who oversees the 3 specialty courts in the Criminal Division along with a special focus on Mental Health). There would be no fiscal impact, as the money is already budgeted for the department. We are requesting surplus salary dollars be moved around on positions within our office. Please see attachment for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Position changes

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 09:18 AM

Started On: 05/19/2021 01:27 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
0475-County Attorney	0021	15451	\$37,344.20	N/A	\$47,035.87	\$37,999.57	\$9,036.30	N/A	Reallocation of position budget to facilitate external hire at base +15% max. Surplus salary moving to PCN 0035.	
0475-County Attorney	0035	Vacant	N/A	N/A	\$77,562.16	\$86,598.46	N/A	\$9,036.30	Reallocation of position budget to facilitate external hire at base +15% max. Surplus salary from PCN 0021.	
0475-County Attorney	0030	15615	\$37,344.20	N/A	\$43,037.61	\$37,344.20	\$5,693.41	N/A	Reallocation of position budget to facilitate external hire at base +15% max. Surplus salary moving to PCN 0036.	
0475-County Attorney	0014	15636	\$37,344.20	N/A	\$44,385.10	\$41,768.59	\$2,616.51	N/A	Reallocation of position budget to facilitate external hire at base +15% max. Surplus salary moving to PCN 0036.	
0475-County Attorney	0036	Vacant	N/A	N/A	\$87,256.78	\$95,566.70	N/A	\$8,309.92	Reallocation of position budget to facilitate external hire at base +15% max. Surplus salary from PCN 0030 and 0014.	

Commissioners Court - Regular Session**36.****Meeting Date:** 05/25/2021

Tax Exemptions

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce,
Commissioner
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on increasing the homestead property tax exemptions for persons sixty-five (65) years of age or older from \$30,000 to {NOT TO EXCEED \$100,000} as authorized by Section 11.13(d) of the Property Tax Code, to be effective for the tax year beginning on January 1, 2021.

Background

On December 18, 2018, the Commissioners Court agreed to begin a review of the County's exemption policy every five years, beginning 2020. On October 22, 2019, the Commissioners Court voted to increase the Over 65 Exemption from \$25,000 to \$30,000 and increase the Disabled Person Exemption from \$15,000 to \$20,000. Given the increase in residential appraisals this year, the Commissioners Court discussed on May 11, 2021, increasing exemptions this year, instead of waiting the full five years for review. This item is being brought back from the May 11th agenda to discuss and determine the correct amount for exemption increases.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.
Commissioner Pct. 2 (Originator)
Form Started By: Kathy Pierce
Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele
Kathy Pierce

Date

05/13/2021 12:25 PM
05/20/2021 11:58 AM
Started On: 05/13/2021 11:18 AM

Commissioners Court - Regular Session**37.****Meeting Date:** 05/25/2021

Tax Exemption

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce,
Commissioner
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on increasing the homestead property tax exemptions for disabled persons from \$20,000 to {NOT TO EXCEED \$50,000} dollars as authorized by Section 11.13(d) of the Property Tax Code, to be effective for the tax year beginning on January 1, 2021.

Background

On December 18, 2018, the Commissioners Court agreed to begin a review of the County's exemption policy every five years, beginning 2020. On October 22, 2019, the Commissioners Court voted to increase the Over 65 Exemption from \$25,000 to \$30,000 and increase the Disabled Person Exemption from \$15,000 to \$20,000. Given the increase in residential appraisals in 2021, the Commissioners Court discussed on May 11, 2021, increasing exemptions this year, instead of waiting the full five years for review. This item is being brought back from the May 11th agenda to discuss and determine the correct amount for exemption increases.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.
Commissioner Pct. 2 (Originator)
Form Started By: Kathy Pierce
Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele
Kathy Pierce

Date

05/13/2021 03:47 PM
05/20/2021 11:58 AM
Started On: 05/13/2021 03:13 PM

Commissioners Court - Regular Session**38.****Meeting Date:** 05/25/2021

Tax Exemption

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce,
Commissioner
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on authorizing a percentage-based exemption from ad valorem taxes on the appraised value of the residence homestead in the amount of {NOT TO EXCEED 2 percent} of the appraised value of the individual's residence homestead or a minimum of \$5,000 as authorized by Section 11.13(n) of the Property Tax Code, to be effective for the tax year beginning on January 1, 2021.

Background

This item is being brought back to the agenda after discussions from the May 11, 2021 Commissioners Court meeting.

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: Kathy Pierce

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 10:47 AM

Started On: 05/20/2021 10:34 AM

Commissioners Court - Regular Session**39.****Meeting Date:** 05/25/2021

Williamson County Child Advocacy Center Addition (P530) Building Funding

Submitted For: Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the funding needs for the Williamson County Child Advocacy Center (P530) new building construction project.

Background

Due to extreme and unusual market conditions that have increased the cost of building materials, a budget shortfall has occurred for this project. The budget and building size were established based on pre-inflation pricing.

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: Wendy Danzoy

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 09:27 AM

Started On: 05/20/2021 07:58 AM

Commissioners Court - Regular Session**40.****Meeting Date:** 05/25/2021

Service Contract for restroom building delivery and installation at Southwest Regional Park

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Service Contract between Public Restroom Company, Inc. and Williamson County for restroom building delivery and installation at Southwest Regional Park, pursuant to Buyboard contract #592 and authorize the execution of the agreement.

Background

This project is for the delivery and installation of a public restroom at Southwest Regional Park. The building is pre-cast concrete panel designed for heavy public use in secluded areas of the park, easier to maintain and perform repairs. The proposal includes a detailed scope of work in the not-to-exceed amount of \$166,783.00. The point of contact is Angel Gomez. The funding Source is P-560 and is budgeted for FY2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement and Proposal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/20/2021 09:25 AM
Purchasing (Originator)	Joy Simonton	05/20/2021 10:23 AM
County Judge Exec Asst.	Andrea Schiele	05/20/2021 10:26 AM
Purchasing (Originator)	Joy Simonton	05/20/2021 10:27 AM
County Judge Exec Asst.	Andrea Schiele	05/20/2021 10:28 AM
Form Started By: Johnny Grimaldo		Started On: 05/19/2021 03:51 PM
Final Approval Date: 05/20/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**Services Contract
for
Southwest Regional Park
Restroom Building Delivery and Installation
(Public Restroom Company - BuyBoard: Contract #592-19)**

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 **Public Restroom Company** (hereinafter “Service Provider”), with mailing address at 2587 Business Parkway, Minden, NV 89423 (phone 888-888-2060). 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.

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

II.

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 Price Proposal (Model# PS-022-CE), dated April 29, 2021 which is incorporated herein as if copied in full;**
- B. Project Ref #10894-3/31/2021 - 2 Floor Plan;**
- C. BuyBoard: Contract #592-19; and**
- D. Any required insurance certificates evidencing required coverages.**

III.

No Assignment: Service Provider may not assign this contract.

IV.

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.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Price Proposal (Model# PS-022-CE), dated April 29, 2021 which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$166,783.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (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.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage		Limits of Liability
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
c.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

d.	Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):	
	COVERAGE	PER PERSON
	Bodily injury (including death)	\$1,000,000
		PER OCCURRENCE
		\$1,000,000

Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

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

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

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.

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 or she 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 Price Proposal (Model# PS-022-CE), dated April 29, 2021 which is incorporated herein as if copied in full.

IX.

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

X.

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.

XI.

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

XII.

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.

XIII.

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 XI above. The parties expressly understand that the project timeline shall be completed no later than the end of The County's current fiscal year, which is September 30, 2021.

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

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

XVI.

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

XVII.

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.

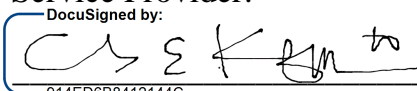
Executed this 12 day of May, 2021 to be effective as of the date of the last party's execution below.

County:

Hon. Bill Gravell
Williamson County Judge

Date: _____, 20____

Service Provider:

DocuSigned by:

914ED6B8412144C
Authorized Representative
Charles E. Kaufman IV, President

Date: May 12, 2021

Exhibit(s)

Price Proposal (Model# PS-022-CE), dated April 29, 2021
(Incorporated herein as if copied in full)

Price Proposal: Southwest Regional Park
Owner: Williamson County, TX
Date: April 29, 2021
Reference: Model# PS-022-CE
BuyBoard: Contract #: 592-19

Our Offer to Sell:

1. Restroom Building delivered to site @ \$146,685

Public Restroom Company herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

Including: FRC lap siding (full height), bottle filler @ rear of building, covered entry with steel truss.

2. Installation: Turnkey Installation of the Building above @ \$ 20,098 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie-In of Utilities and other site work:

The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner/general contractor.

4. Total Cost of building and installation @ \$ 166,783

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the final connections of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. PRC provides and connects the interior building utility connections and the Owner/General Contractor or their subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:**Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved

drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turnkey, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 180-calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

1. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**
2. **If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
3. **Sidewalks outside the building footprint.**
4. **Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.**

5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an

undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by _____
Charles E. Kaufman IV

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address

Commissioners Court - Regular Session**41.****Meeting Date:** 05/25/2021

2019 Park Bond Transfer

Submitted By: Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a 2019 Park Bond Budget Transfer from P550 (2019 Park Non-Departmental) in the amount of \$181,433 to P560 (SW Regional Park Restrooms).

Background

This transfer will fund the procurement of the Pre-Cast Restroom and construction of the project.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 11:10 AM

Started On: 05/20/2021 10:02 AM

Commissioners Court - Regular Session**42.****Meeting Date:** 05/25/2021

DOI 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
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/21/2021

Reviewed By

Andrea Schiele

Date

04/21/2021 08:29 PM

Started On: 04/21/2021 02:55 PM

Commissioners Court - Regular Session**43.****Meeting Date:** 05/25/2021

May 2021 Construction Summary Report

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Receive the May 2021 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

May_2021_CSR

May_2021_Monthly_Update

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 08:47 AM

Started On: 05/19/2021 09:11 AM



ROAD BOND PROGRAM

Construction Summary Report

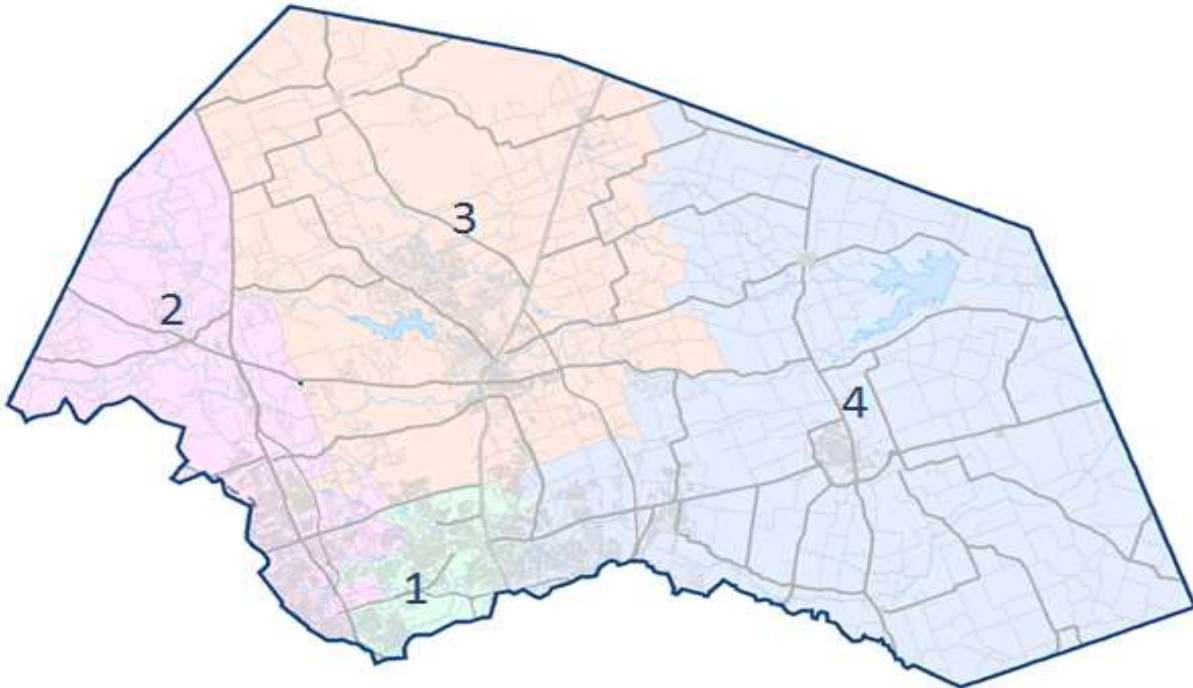
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

May 2021

WWW.ROADBOND.ORG

Volume XX - Issue No.05



Presented By:



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WILLIAMSON COUNTY

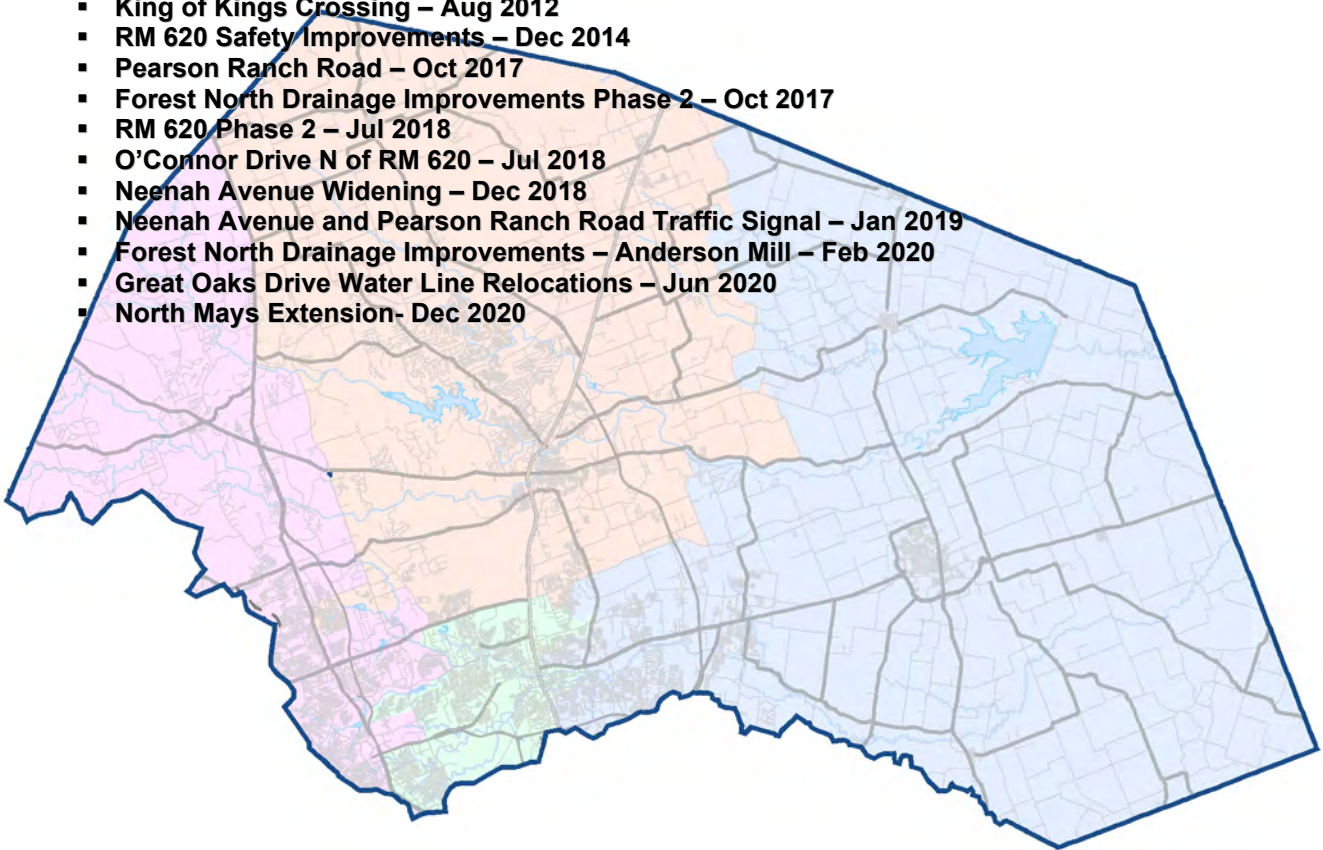
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2021

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
- Forest North Drainage Improvements – Anderson Mill – Feb 2020
- Great Oaks Drive Water Line Relocations – Jun 2020
- North Mays Extension- Dec 2020



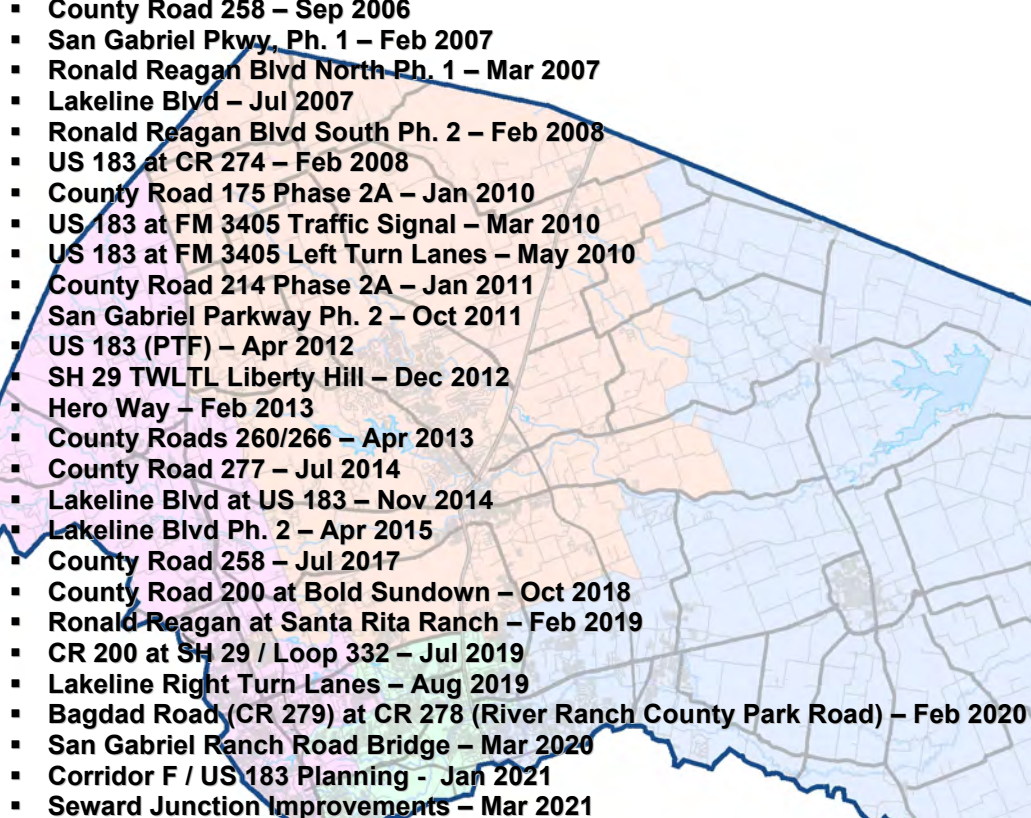
WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2021

Precinct 2

- 
- A map of Williamson County, Texas, with Precinct 2 highlighted in orange. The map shows major roads and geographical features like Lake Fork. The list of completed projects is overlaid on the map, primarily within the orange-shaded precinct area.
- 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
 - Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020
 - San Gabriel Ranch Road Bridge – Mar 2020
 - Corridor F / US 183 Planning - Jan 2021
 - Seward Junction Improvements – Mar 2021

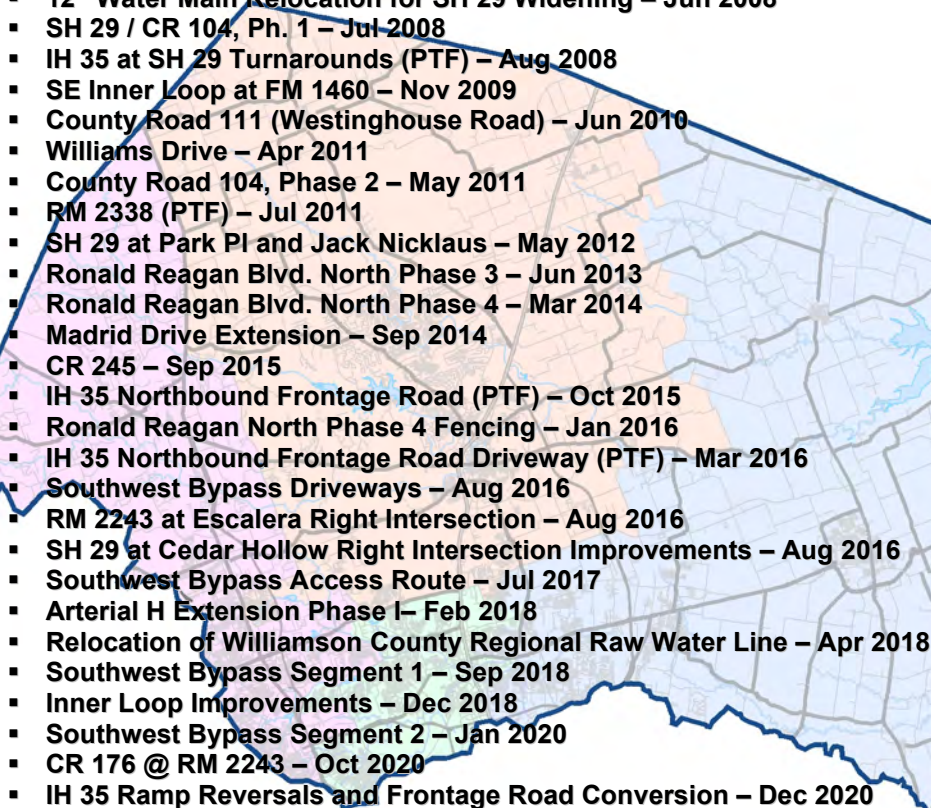
WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2021

Precinct 3

- 
- A map of Williamson County, Texas, with Precinct 3 highlighted in orange. The map shows major roads and geographical features like Lake Fork. The list of projects is overlaid on the map, primarily in the western and central parts of the precinct.
- 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
 - Southwest Bypass Segment 2 – Jan 2020
 - CR 176 @ RM 2243 – Oct 2020
 - IH 35 Ramp Reversals and Frontage Road Conversion – Dec 2020

WILLIAMSON COUNTY

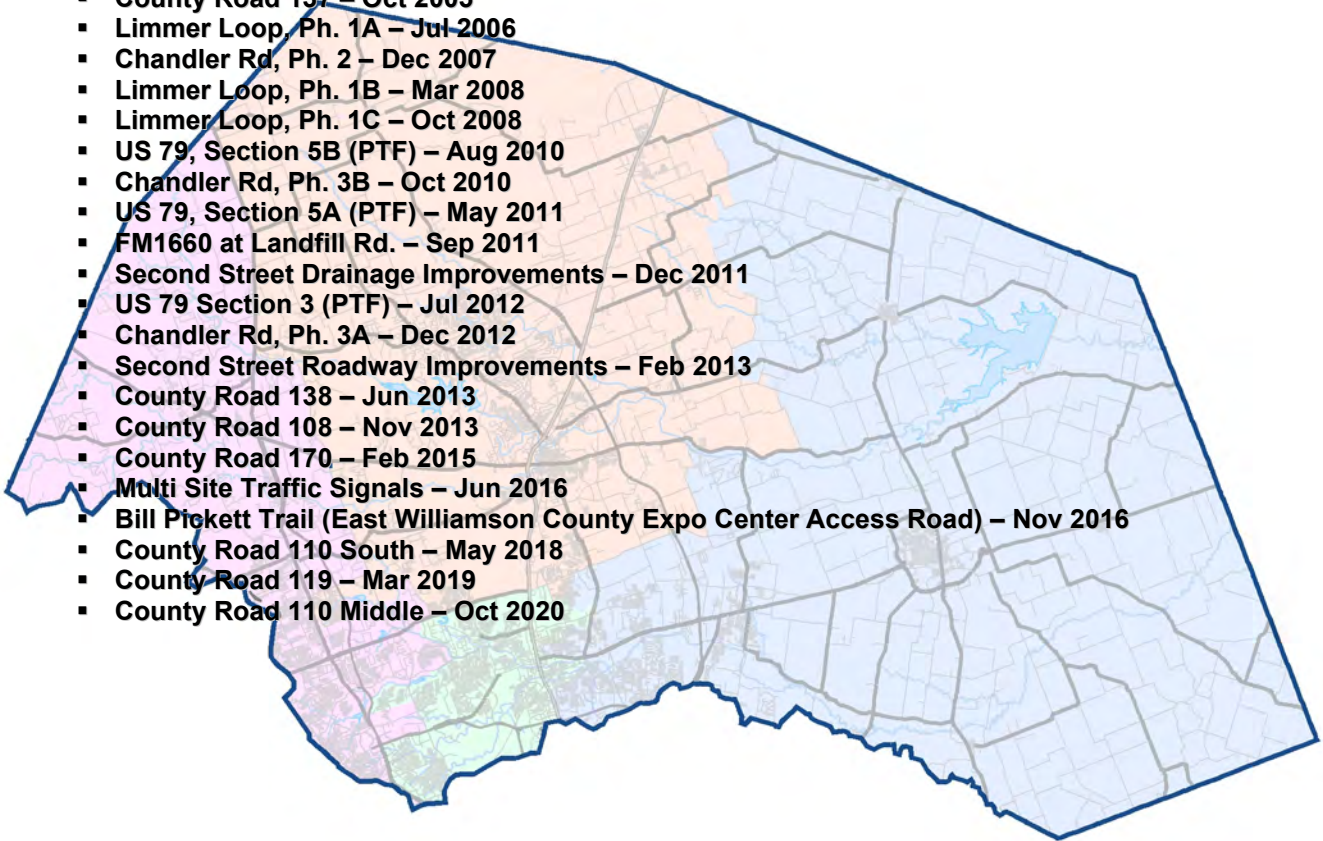
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2021

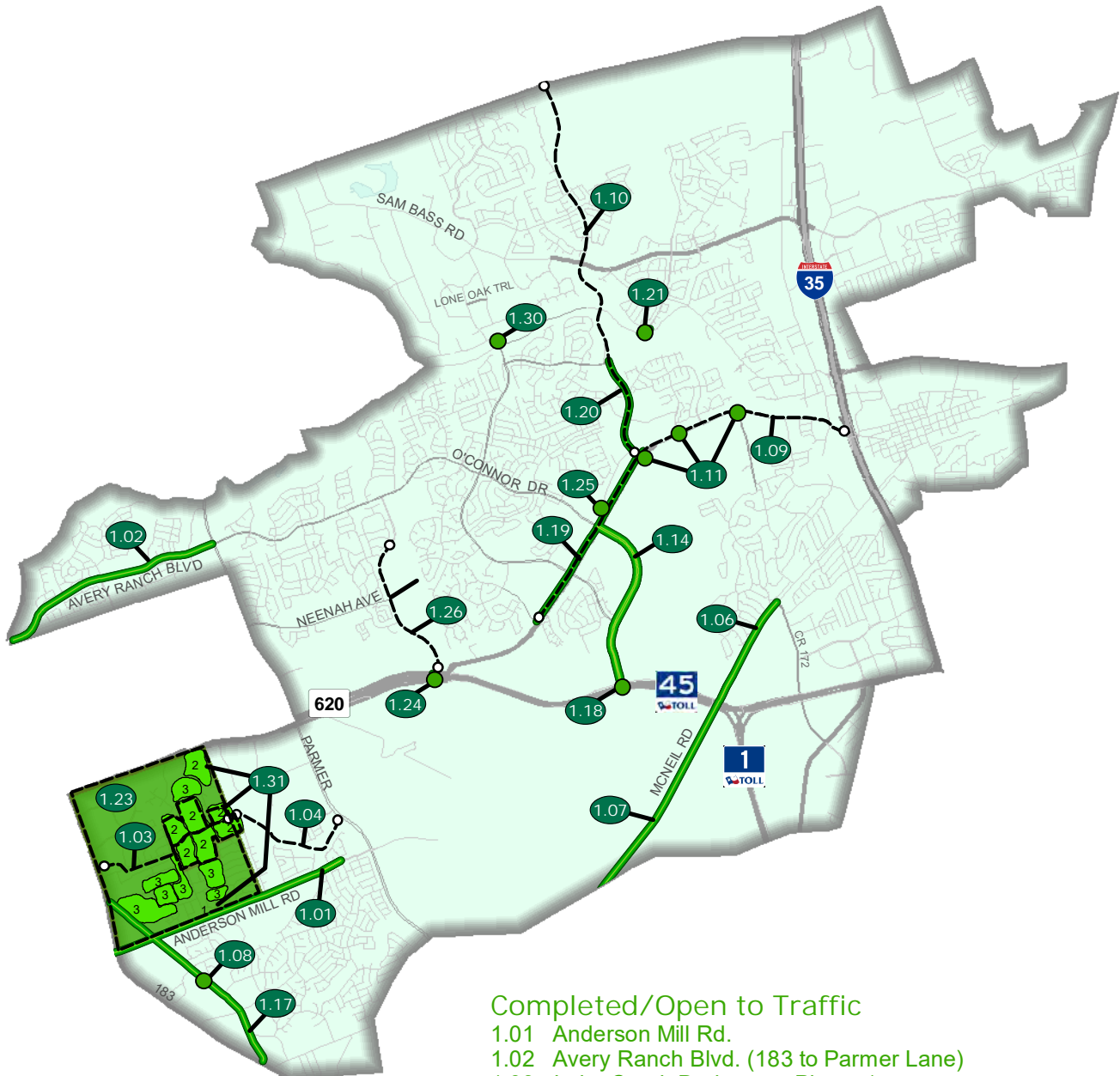
Precinct 4

- 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
- County Road 110 Middle – Oct 2020



2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK

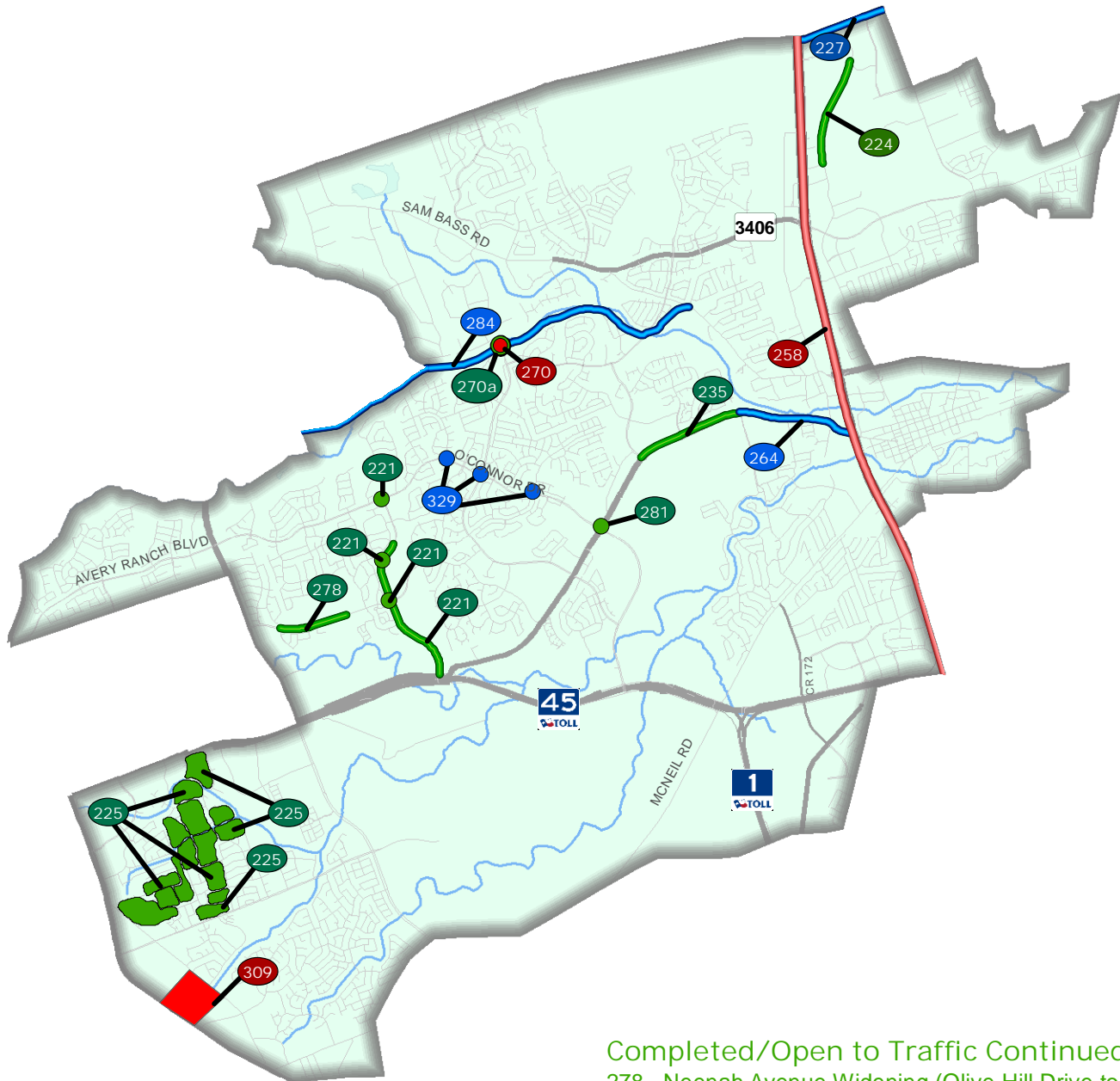


Completed/Open to Traffic

- 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 at Avery Ranch Boulevard Traffic Signal
- 221 Pearson Ranch Road and Iveans Way Pedestrian Crossing
- 221 Neenah Avenue and Pearson Ranch Road Traffic Signal
- 224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
- 225 Forest North Drainage Improvements Phase 2
- 225 Forest North Drainage Improvements Phase 3 (Design)
- 225 Forest North Drainage Improvements Anderson Mill Zone
- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
- 270a Great Oaks Drive Waterline Relocations

Completed/Open to Traffic Continued.

- 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

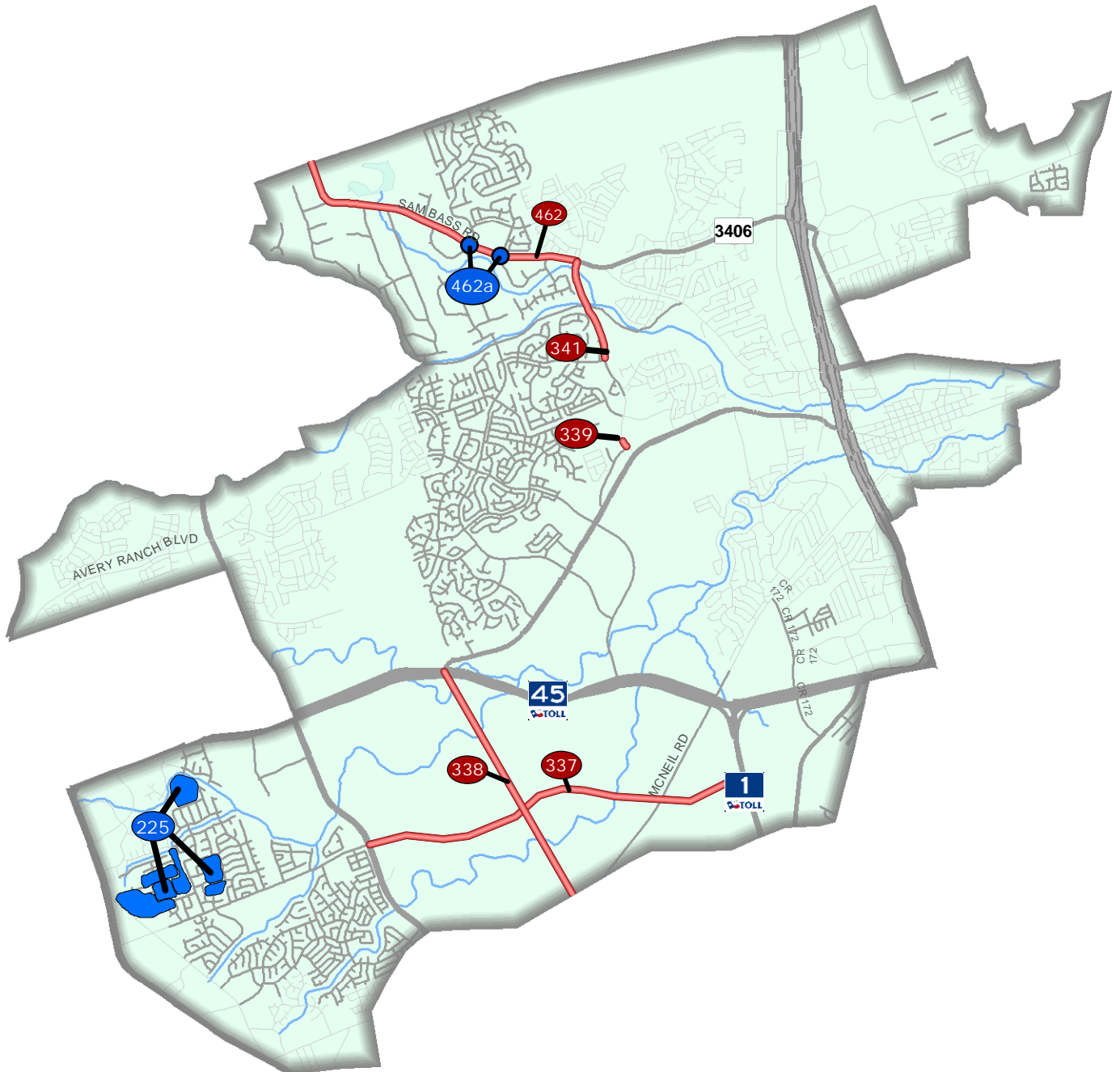
- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
- 329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

In Design

- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 270 Great Oaks Drive Bridge at Brushy Creek
- 309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)

2019 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK



Under Construction/Bidding

- 225 Forest North Drainage Improvements Phase 3
- 462a Corridor H/Sam Bass Road Interim Traffic Signals

In Design

- 337 Anderson Mill Road (FM734-Loop1)
- 338 RM 620/SH 45 intersection to McNeil Road
- 339 Wyoming Springs Intersection Improvements (At Smyers Lane)
- 341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
- 462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

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	12/16/2020		410	279	689	
<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	5
3	3/1/2019	4/30/2019	61	\$102,281.40	\$628,005.60	\$11,364.60	\$69,778.40	6	13
4	5/1/2019	5/31/2019	31	\$593,318.74	\$1,221,324.34	\$65,924.30	\$135,702.70	12	18
5	6/1/2019	6/30/2019	30	\$188,661.93	\$1,409,986.27	\$20,962.44	\$156,665.14	14	22
6	7/1/2019	7/31/2019	31	\$590,007.31	\$1,999,993.58	\$65,556.37	\$222,221.51	19	27
7	8/1/2019	8/31/2019	31	\$628,396.35	\$2,628,389.93	\$69,821.82	\$292,043.33	26	31
8	9/1/2019	9/30/2019	30	\$2,393,911.61	\$5,022,301.54	\$265,990.17	\$558,033.50	49	36
9	10/1/2019	10/31/2019	31	\$724,961.48	\$5,747,263.02	\$80,551.28	\$638,584.78	56	40
10	11/1/2019	11/30/2019	30	\$378,890.89	\$6,126,153.91	\$42,098.99	\$680,683.77	59	45
11	12/1/2019	12/31/2019	31	\$341,316.16	\$6,467,470.07	\$37,924.02	\$718,607.79	63	49
12	1/1/2020	1/31/2020	31	\$258,548.22	\$6,726,018.29	\$28,727.58	\$747,335.37	65	54
13	2/1/2020	2/29/2020	29	\$191,886.33	\$6,917,904.62	\$21,320.70	\$768,656.07	67	58
14	3/1/2020	3/31/2020	31	\$176,371.44	\$7,094,276.06	\$19,596.83	\$788,252.90	69	62
15	4/1/2020	4/30/2020	30	\$395,476.16	\$7,489,752.22	\$43,941.79	\$832,194.69	73	67
16	5/1/2020	5/31/2020	31	\$277,797.27	\$7,767,549.49	\$30,866.36	\$863,061.05	75	71
17	6/1/2020	6/30/2020	30	\$385,340.38	\$8,152,889.87	\$42,815.60	\$905,876.65	79	75
18	7/1/2020	7/31/2020	31	\$418,604.43	\$8,571,494.30	\$46,511.61	\$952,388.26	83	80
19	8/1/2020	8/31/2020	31	\$202,731.51	\$8,774,225.81	\$22,525.72	\$974,913.98	85	84
20	9/1/2020	9/30/2020	30	\$117,670.32	\$8,891,896.13	\$13,074.48	\$987,988.46	86	89
21	10/1/2020	10/31/2020	31	\$305,827.52	\$9,197,723.65	\$33,980.83	\$1,021,969.29	89	93
22	11/1/2020	11/30/2020	30	\$190,635.28	\$9,388,358.93	\$21,181.70	\$1,043,150.99	91	98
23	12/1/2020	12/31/2020	16	\$338,985.41	\$9,727,344.34	\$37,665.05	\$1,080,816.04	94	100
24	1/1/2021	2/28/2021	0	\$165,603.43	\$9,892,947.77	\$18,400.38	\$1,099,216.42	96	100
25	3/1/2021	3/31/2021	0	\$319,710.56	\$10,212,658.33	\$35,523.39	\$1,134,739.81	99	100
25	4/1/2021	4/30/2021	0	\$907,731.85	\$11,120,390.18	-\$907,791.85	\$226,947.96	99	100

5/13/2021 Comments - Awaiting grass growth.

1/28/2021 Comments - Substantial Completion was achieved on December 16, 2020.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/5/2020	\$0.00	\$0.00
4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/5/2020	\$24,898.11	\$ 24,898.11
3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.			

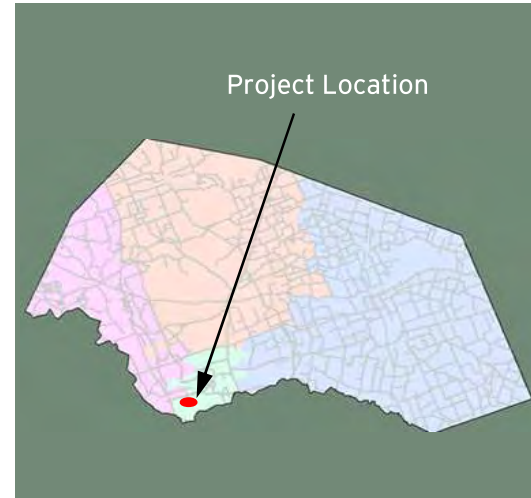
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/6/2020	\$67,872.45	\$ 92,770.56
3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	10/6/2020	\$21,002.40	\$ 113,772.96
1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24" encasement to the relocation of the new City of Round Rock 12" Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	2/23/2021	\$194,528.81	\$ 308,301.77
2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
6	3/23/2021	\$364,733.96	\$ 673,035.73
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.			

Adjusted Price = \$11,448,871.48



Forest North Phase 3

(Residential Drainage of the Forest North subdivision)

Project Length: Residential Neighborhood

Roadway Classification: Drainage Improvements

Project Schedule: June 2020 - February 2022

Estimated Construction Cost: \$4.9 Million



APRIL 2021 IN REVIEW

04/09/2021: DeNucci Constructors worked on Longvale Drive trench repairs, saw cutting pavement, grading ditches, and spreading topsoil in the Shady Oak Zone. Crew continued water line relocations, saw cutting pavement, grading ditches, and spreading topsoil in the Norchester, Sherbourne and Sherbrooke Zones.

04/16/2021: DeNucci Constructors started pavement repairs on the water line and storm sewer trenches for roadways in the Norchester Zone. Crews completed pavement repairs in Norchester Court and are working on Broadmeade Avenue.

04/23/2021: DeNucci Constructors continued pavement repairs on the water line and storm sewer line trenches for roadways in the Norchester Zone. Crews began pavement repairs for water line and storm sewer line trenches in the Sherbourne Zone.

04/30/2021: DeNucci Constructors continued pavement repairs on the water line and storm sewer line trenches in the Norchester Zone. Contractor completed pavement repairs for water line and storm sewer line trenches on Chester Forest Street in the Sherbourne Zone and Longvale Drive in the Shady Oaks Zone.



Design Engineer: K. Friese & Associates
Contractor: DeNucci Constructors
Construction Observation:
Bruce Thurin, HNTB

Williamson County
Road Bond Program

Forest North Phase 3
Project No. 3866

Original Contract Price = \$4,793,058.15

<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>	
4/23/2020	5/5/2020	6/1/2020	6/11/2020			600	2	602	
<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	6/11/2020	6/30/2020	20	\$162,371.70	\$162,371.70	\$18,041.30	\$18,041.30	4	3
2	7/1/2020	7/31/2020	31	\$312,289.20	\$474,660.90	\$34,698.80	\$52,740.10	11	8
3	8/1/2020	8/31/2020	31	\$290,125.80	\$764,786.70	\$32,236.20	\$84,976.30	17	14
4	9/1/2020	9/30/2020	30	\$287,032.05	\$1,051,818.75	\$31,892.45	\$116,868.75	24	19
5	10/1/2020	10/31/2020	31	\$468,464.76	\$1,520,283.51	\$52,051.64	\$168,920.39	35	24
6	11/1/2020	11/30/2020	30	\$206,112.42	\$1,726,395.93	\$22,901.38	\$191,821.77	39	29
7	12/1/2020	12/31/2020	31	\$311,530.68	\$2,037,926.61	\$34,614.52	\$226,436.29	46	34
8	1/1/2021	1/31/2021	31	\$169,934.92	\$2,207,861.53	\$18,881.66	\$245,317.95	50	39
9	2/1/2021	2/28/2021	28	\$206,865.00	\$2,414,726.53	\$22,985.00	\$268,302.95	55	44
10	3/1/2021	3/31/2021	31	\$214,908.30	\$2,629,634.83	\$23,878.70	\$292,181.65	60	49
11	4/1/2021	4/30/2021	30	\$109,026.67	\$2,738,661.50	\$12,114.07	\$304,295.72	62	54

7/3/2020 Comments - The Notice to Proceed was issued 6/1/20 with Time Charges beginning on 6/11/20.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/6/2020	\$22,353.00	\$ 22,353.00

2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order makes various changes to the City of Austin (COA) water line layout on Perthshire Street and Broadmeade Avenue in the Braes Valley Zone. 4B: Third Party Accommodation. Third Party requested work. The cost of this change order is being paid for by the City of Austin and they have reviewed and approved this revision and additional cost.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	10/6/2020	\$5,017.92	\$ 27,370.92

3F: County Convenience. Additional work desired by the County. This Change Order modifies the grate elevation of an existing drop inlet and regrades the ditches to improve drainage at 9615 Moorberry Street. The drop inlet was installed in a previous Forest North drainage improvement project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
3	1/12/2021	\$ 27,841.45	\$ 55,212.37

4B: Third Party Accommodation. Third party requested work. This Change Order adds a new item to pay the Contractor for additional potholing needed to locate City of Austin (COA) water lines and services in locations not called for in the plans and outside the normal bid item subsidiary potholing. This Change Order also adds a new item to pay the Contractor to remove and replace mailboxes that are in conflict with COA water line relocations. The City of Austin has agreed to pay the additional costs associated with these items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
4	1/12/2021	\$ 2,215.00	\$ 57,427.37

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds two new items to pay the Contractor to replace a driveway and pipe end treatments located at the intersection of Wisterwood and Broadmeade in the Braes Valley Zone that were impacted by the installation of the City of Austin 12" water line, per Change Order 1. The City of Austin has agreed to pay the additional cost associated with these items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
5	1/12/2021	\$ 5,117.00	\$ 62,544.37

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds two new items for wood fence gates that were not included in the original plans. Wood fence is shown to be removed and replaced but no items were established to replace wood fence gates encountered within the fence removal areas. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order also adds an item to compensate the Contractor for the cost to relocate a copper water service line on the private side of the water line service at 13013 Stillforest Street. The existing copper water service line is required to be moved because it is in conflict with proposed storm sewer installation. The County is paying the cost of this Change Order.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
6	3/16/2021	\$ 25,200.00	\$ 87,744.37

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds an item to pay for 24" RCP 6:1 safety end treatments (SET's). Plan sheet 120 of 201 (SB7 of SB10) calls for the 24" RCP on Chester Forest Street to have 6:1 SET's but no pay items were created to pay for this item on the bid forms.

Adjusted Price = \$4,880,802.52



O'Connor Traffic Signals

(Morgan Hill, Great Oaks, and Liberty Walk Intersections)

Project Length: .4 miles

Roadway Classification: Residential Intersections

Project Schedule: October 2019 - June 2021

Estimated Construction Cost: \$0.9 Million



APRIL 2021 IN REVIEW

04/09/2021: Champion continued hauling off spoils and performing general site clean-up. Erosion control logs at curb inlets at all three intersections were removed. Excavation for controller pad at the new location at Liberty Walk began. The crew also began preparing conduits for wire and placing topsoil in disturbed areas.

04/16/2021: Champion Infrastructure completed preparing conduits for placement of wires. The controller pad at Liberty Walk Drive was formed.

04/23/2021: Champion Infrastructure poured the concrete controller pad at Liberty Walk Drive intersection and the foundation for the electric service at Great Oaks Drive intersection. Excavation and form work for the electric service foundation at Liberty Walk Drive intersection began. Champion continued coordinating delivery of signal pole assemblies to project site with the supplier with an anticipated activation of signals on 6/24/21.

04/30/2021: Champion Infrastructure received signal pole assemblies and stored them on the job site. Installation of conductors and cables has begun.



Design Engineer: Kimley-Horn
Contractor: Champion Infrastructure
Construction Observation:
Clayton Weber / Feng Chen, HNTB

Williamson County
Road Bond Program

O'Connor Traffic Signals
Project No. 1907-333

Original Contract Price = \$853,503.50

<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>	
8/20/2019	9/17/2020	10/3/2019	6/8/2020			210	0	210	
<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	6/8/2020	6/30/2020	23	\$91,850.40	\$91,850.40	\$10,205.60	\$10,205.60	10	11
2	7/1/2020	7/31/2020	31	\$56,002.50	\$147,852.90	\$6,222.50	\$16,428.10	17	26
3	8/1/2020	8/31/2020	31	\$80,984.74	\$228,837.64	\$8,998.30	\$25,426.40	26	40
4	9/1/2020	9/30/2020	30	\$41,649.50	\$270,487.14	\$4,627.73	\$30,054.13	31	55
5	10/1/2020	10/31/2020	31	\$78,278.28	\$348,765.42	\$8,697.59	\$38,751.72	39	70
6	11/1/2020	11/30/2020	30	\$24,011.05	\$372,776.47	\$2,667.90	\$41,419.62	42	84
7	12/1/2020	12/31/2020	31	\$68,702.27	\$441,478.74	\$7,633.58	\$49,053.20	50	99
8	1/1/2021	1/31/2021	31	\$23,573.00	\$465,051.74	\$2,619.23	\$51,672.43	52	113
9	2/1/2021	2/28/2021	28	\$45,381.37	\$510,433.11	\$5,042.37	\$56,714.80	58	127
10	3/1/2021	3/31/2021	31	\$40,240.96	\$550,674.07	\$4,471.22	\$61,186.02	62	141

5/13/2021 Comments - Completion Schedule received and revised completion date is 6/24/21.

7/3/2020 Comments - The Notice to Proceed was issued 10/3/19 with time charges beginning on 6/8/20.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/29/2020	\$19,683.04	\$ 19,683.04

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds a new item to compensate the Contractor for extra work to install conduit crossings via open-cut method and to repair storm sewer pipes that were damaged while attempting directional drilling. This Change Order also subtracts bid quantities for conduit items that will not be used at Liberty Walk intersection after switching to open-cut method.

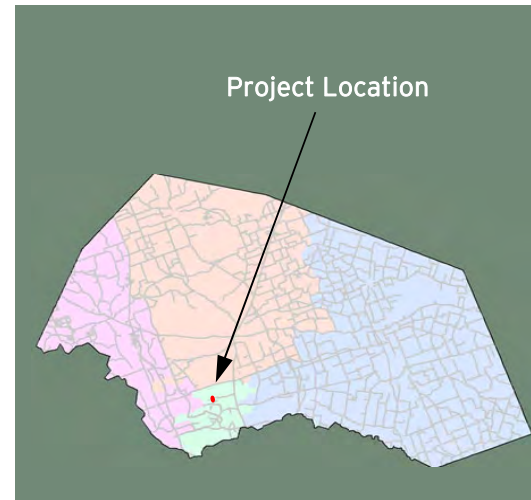
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	10/6/2020	\$33,656.00	\$ 53,339.04

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order changes the method of construction from directional boring to open trenching for the installation of conduits under the existing roadway for the signals at the intersection of O'Connor Drive and Great Oaks Drive. This change in the method of construction was necessary due to the location of existing utilities within the right of way and in the roadway. To accommodate the open cut trench method, the designer changed the conduit from 2 - 3" and 1 - 2" conduits to 4 - 2" conduits. The conduit run equals approximately 300 feet and this change order adds an additional 2" run to the project, totalling 1200 linear feet. This Change Order also adds a new Force Account item to pay for off-duty police officers and vehicles for traffic control during open trenching operations at the Great Oaks and Morgan Hill intersections.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
3	2/9/2021	\$ 77,716.34	131,055.38

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including; additional cost to complete installation conduits at Liberty Walk and Morgan Hill intersections due to various utility conflicts, the additional cost to replace curb and gutter that was removed in order to install conduit crossings via "open-cut" method at all three intersections, and the additional cost of maintaining project perimeter signs and barricades due to a project delay caused by working around existing utilities. 4B: Third Party Accommodation. Third party requested work. This Change Order adds a pay item for the additional cost to relocate the controller pad at Liberty Walk intersection.

Adjusted Price = \$984,558.88



Corridor H - Sam Bass Interim Traffic Signals

(Residential Traffic Signals at Walsh Ranch Road and Great Oaks Drive)

Project Length: .3 Miles

Roadway Classification: Urban Minor Arterial

Project Schedule: January 2021 - June 2021

Estimated Construction Cost: \$0.3 Million



APRIL 2021 IN REVIEW

04/09/2021: Walsh Ranch Blvd intersection: No work occurred this week. Great Oaks Drive intersection: Austin Traffic Signal drilled and poured the concrete foundation for the steel strain pole in southwest corner of the intersection. Excavation and form work for the wheelchair ramp in northeast corner began.

04/16/2021: Walsh Ranch Blvd intersection: No work occurred this week. Great Oaks Drive intersection: Austin Traffic Signal completed installing conduits and setting the ground box at northeast corner for the pedestrian signal. The wheelchair ramp and ground box apron at northeast corner were formed and poured.

04/23/2021: Walsh Ranch Blvd intersection: No work occurred this week. Great Oaks Drive intersection: Austin Traffic Signal installed the last timber pole for the intersection. The pedestrian pole foundation in the northeast corner was drilled and poured.

04/30/2021: Walsh Ranch Blvd intersection: Brent's Tree Service trimmed the branches. Great Oaks Drive intersection: Austin Traffic Signal completed installation of guy wire, span wire, vehicular signal heads, luminaires, and antenna. Installation for three of four traffic detectors was completed.



Design Engineer: K. Frieze
Contractor: Austin Traffic Signal
Construction Observation:
Feng Chen / Clayton Weber, HNTB

Williamson County
Road Bond Program



Corridor H - Sam Bass Interim Traffic Signals

Project No. T1740

Original Contract Price = \$319,866.00

<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>	
9/1/2020	9/29/2020	1/5/2021	1/19/2021			60	0	60	
<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	12/1/2020	12/31/2020		\$9,000.00	\$9,000.00	\$1,000.00	\$1,000.00	3	0
2	1/19/2021	1/31/2021	13	\$68,562.00	\$77,562.00	\$7,618.00	\$8,618.00	25	22
3	2/1/2021	4/30/2021	89	\$132,604.97	\$210,166.97	\$14,733.89	\$23,351.89	67	170

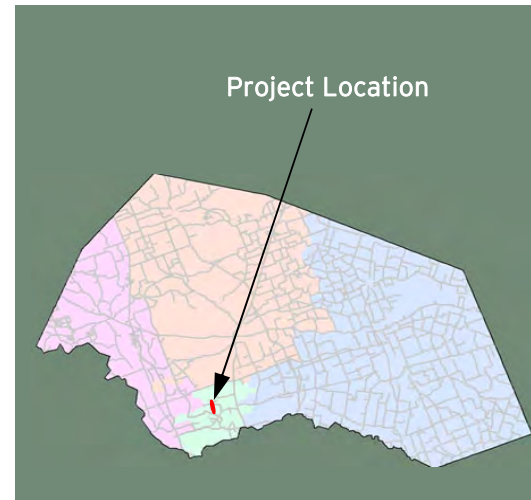
1/28/2020 Comments - Notice to Proceed was issued on 1/5/21, with time charges beginning on 1/19/21.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/6/2021	28,476.86	28,476.86

1A. Design Error or Omission. Incorrect PS&E. This Change Order changes the timber poles on south side of the intersection of Great Oaks Drive and Sam Bass Road to steel poles because there is not enough right of way to install guy wire support for timber poles.

3F. County Convenience. Additional work desired by the County. This Change Order adds pedestrian signals to the existing cross walk and changes the locations of signal controller and electric service at the intersection of Great Oaks Drive and Sam Bass Road. This Change Order also adds a new item to trim the existing trees at the intersection of Walsh Ranch Boulevard and Sam Bass Road that are blocking signal heads and traffic detectors.

Adjusted Price = \$348,342.86



Hairy Man Road / Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)

Project Length: 2.4 Miles
Roadway Classification: Major Collector

Project Schedule: February 2021 - December 2021
Estimated Construction Cost: \$3.9 Million



APRIL 2021 IN REVIEW

04/09/2021: DeNucci Constructors continued excavating for the retaining wall footing on the westbound side of Brushy Creek Road. Backfilling and grading of backslopes continued along the roadway widening. The contractor also extended the upstream side of Culvert 1 and completed installing the 18" reinforced concrete pipe (RCP) at the same location. The Bern Bluff 12" water line at Culvert 1 was installed.

04/16/2021: DeNucci Constructors continued excavating for and began forming the retaining wall footing on the westbound side of Brushy Creek Road. Backfilling and grading of backslopes continued along the roadway widening. The contractor also extended the downstream side of Culvert 2.

04/23/2021: DeNucci Constructors continued forming and poured the retaining wall footing on the westbound side of Brushy Creek Road. The contractor also began driveway reconstructions.

04/30/2021: DeNucci Constructors began tying steel for and forming the retaining wall on the westbound side of Brushy Creek Road. The contractor also continued pavement repairs on the eastbound lanes of Brushy Creek Road near Olson Meadows Park.



Design Engineer: Atkins
Contractor: DeNucci Constructors
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

Hairy Man Rd. / Brushy Creek Rd. Improvements
Project No. T2232

Original Contract Price = \$3,964,380.00

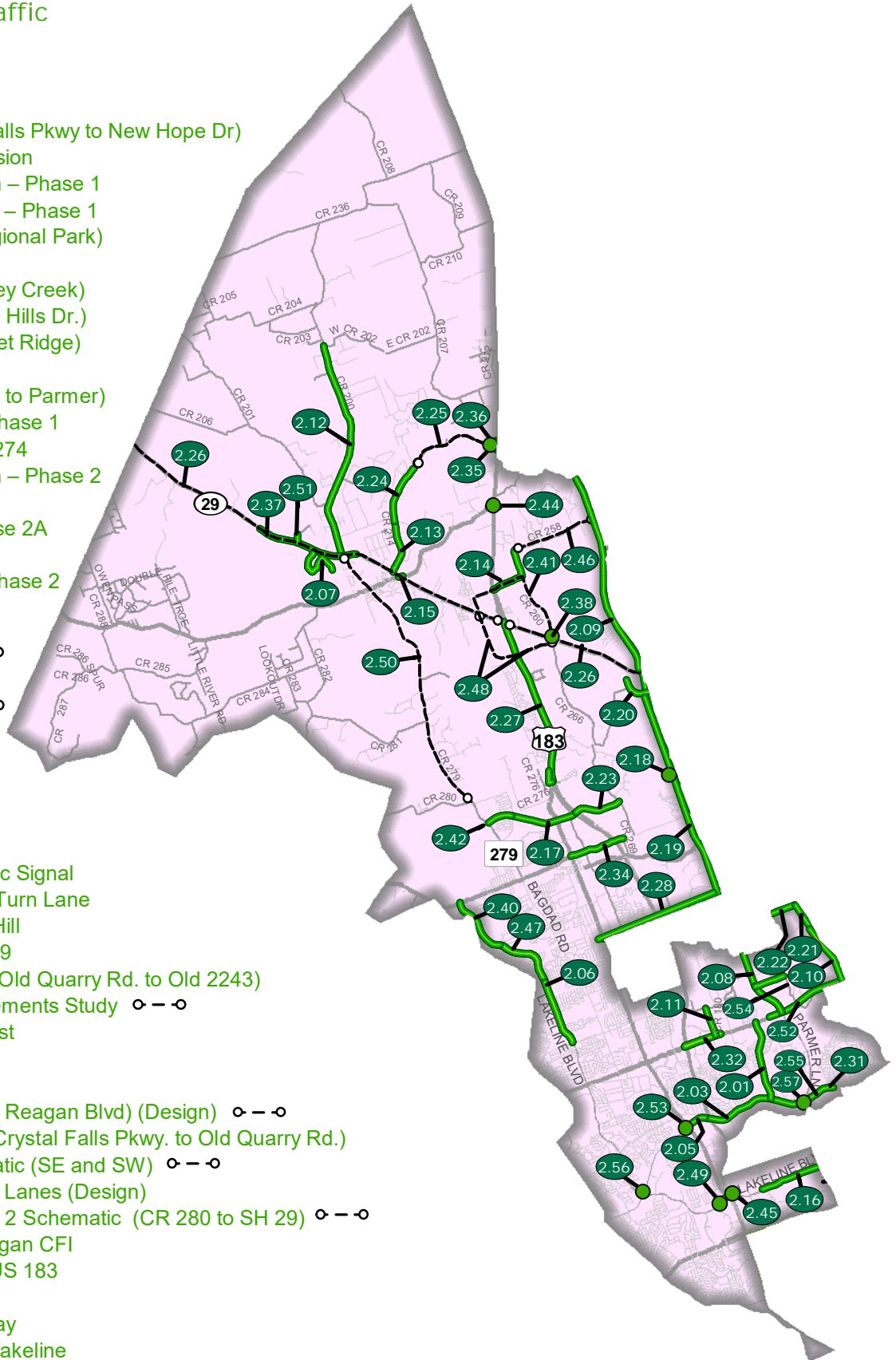
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/18/2020	12/8/2020	2/8/2021	2/18/2021			309	0	309	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days 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	2/18/2021	2/28/2021	11	\$113,634.00	\$113,634.00	\$12,626.00	\$12,626.00	3	4
2	3/1/2021	3/31/2021	31	\$304,968.46	\$418,602.46	\$33,885.38	\$46,511.38	12	14
3	4/1/2021	4/30/2021	30	\$164,520.90	\$583,123.36	\$18,280.10	\$64,791.48	16	23
3/9/2021	Comments - The Notice to Proceed was issued 2/8/21 with Time Charges beginning 2/18/21.								
								Adjusted Price =	\$3,964,380.00

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG

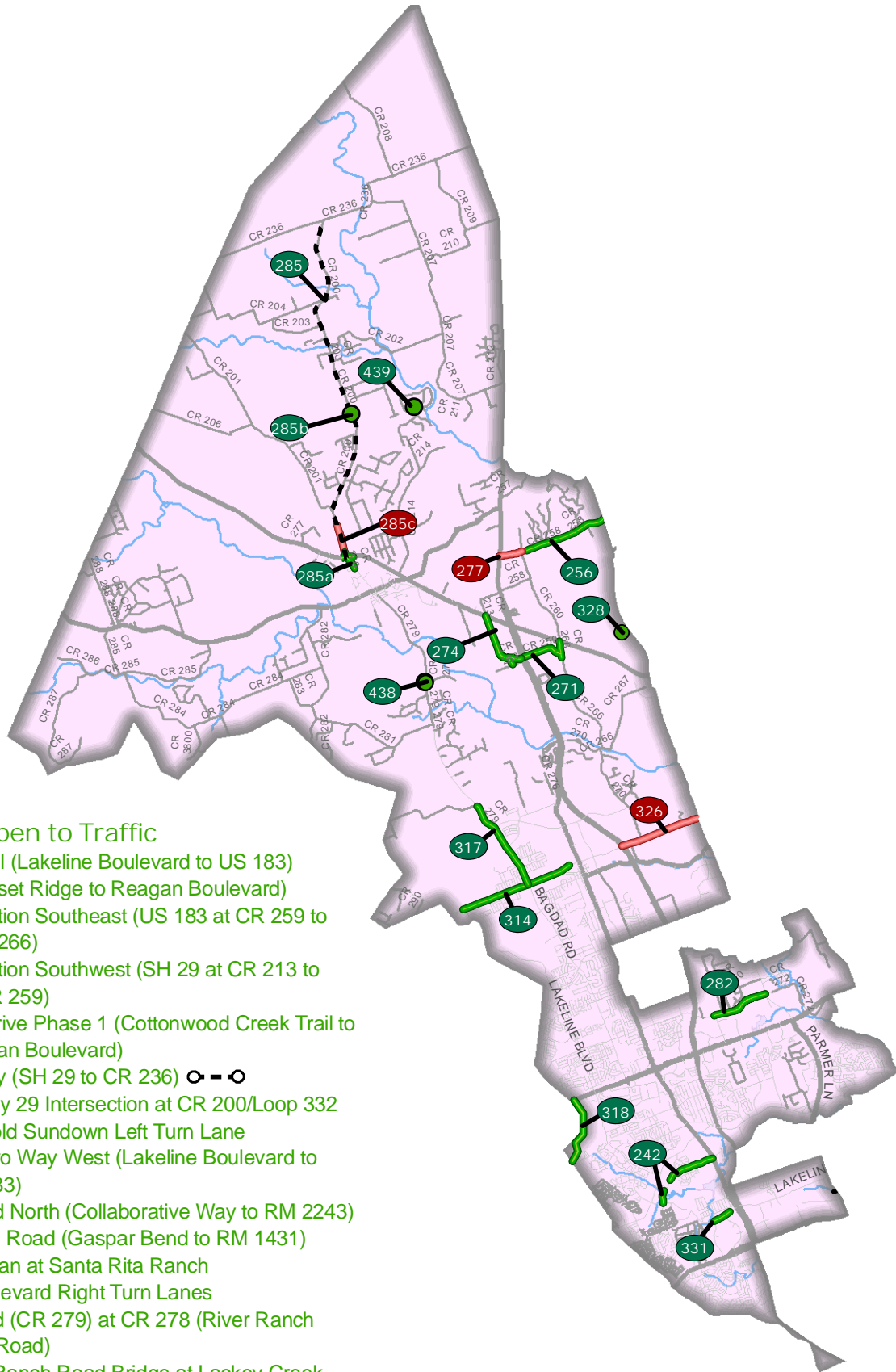
Completed/Open to Traffic

- 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

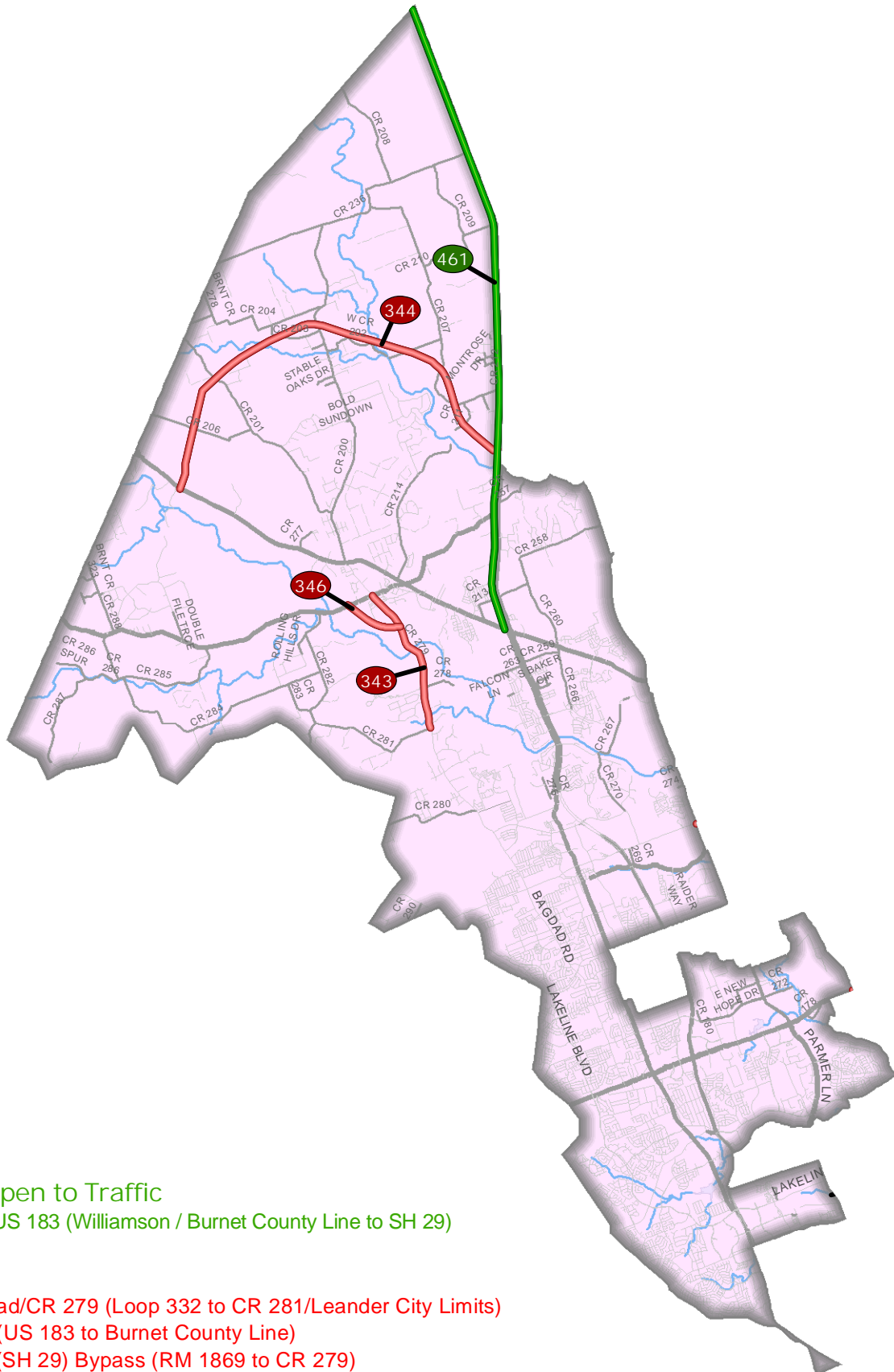
- 242 Little Elm Trail (Lakeline Boulevard to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Boulevard)
- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald 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
- 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)
- 326 RM 2243 Realignment (183A to Southwest Bypass)

2019 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG



Completed/Open to Traffic

461 Corridor F / US 183 (Williamson / Burnet County Line to SH 29)

In Design

343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)

344 Corridor I2 (US 183 to Burnet County Line)

346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

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	2/13/2020		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	20	32
5	4/1/2019	4/30/2019	30	\$194,875.30	\$704,562.47	\$21,652.81	\$78,284.72	27	39
6	5/1/2019	5/31/2019	31	\$136,748.31	\$841,310.78	\$15,194.26	\$93,478.98	33	45
7	6/1/2019	6/30/2019	30	\$1,833.75	\$843,144.53	\$203.75	\$93,682.73	33	51
8	7/1/2019	7/31/2019	31	\$52,512.42	\$895,656.95	\$5,834.67	\$99,517.40	35	58
9	8/1/2019	8/31/2019	31	\$200,547.82	\$1,096,204.77	\$22,283.13	\$121,800.53	43	64
10	9/1/2019	9/30/2019	30	\$207,014.36	\$1,303,219.13	\$23,001.60	\$144,802.13	51	70
11	10/1/2019	10/31/2019	31	\$236,499.39	\$1,539,718.52	\$26,277.71	\$171,079.84	60	77
12	11/1/2019	11/30/2019	30	\$123,864.67	\$1,663,583.19	\$13,762.74	\$184,842.58	65	83
13	12/1/2019	12/31/2019	31	\$137,437.19	\$1,801,020.38	\$15,270.80	\$200,113.38	70	90
14	1/1/2020	1/31/2020	31	\$603,824.45	\$2,404,844.83	\$67,091.60	\$267,204.98	93	96
15	2/1/2020	2/29/2020	14	\$78,833.21	\$2,483,678.04	\$8,759.25	\$275,964.23	96	99
16	3/1/2020	3/31/2020	0	\$22,139.83	\$2,505,817.87	\$2,459.98	\$278,424.21	97	99
17	4/1/2020	4/30/2020	0	\$2,202.31	\$2,508,020.18	\$244.70	\$278,668.91	97	99
18	5/1/2020	5/31/2020	0	\$23,494.25	\$2,531,514.43	\$2,610.47	\$281,279.38	98	99
19	6/1/2020	6/30/2020	0	\$7,866.87	\$2,539,381.30	\$874.10	\$282,153.48	99	99
20	7/1/2020	10/31/2020	0	\$3,888.00	\$2,543,269.30	\$432.00	\$282,585.48	99	99
21	1/1/2020	1/31/2021	0	\$211,939.11	\$2,755,208.41	-\$211,939.11	\$70,646.37	99	99
22	2/1/2021	4/30/2021	0	\$14,129.27	\$2,769,337.68	-\$14,129.27	\$56,517.10	99	99

5/13/2021 Comments - Certificate of Completion issued for 5/7/2021, after Engineer certified erosion control measures per TCEQ.

<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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/19/2020	\$7,944.11	\$ 61,360.11

3F: County Convenience. Additional work desired by the County. This Change Order adds new property fence on the south side of the River Ranch Park Road to replace the existing old wire fence as requested by the County's Parks Department. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) This Change Order adjusts the quantities of Type D fencing and Type 1 gate as a result of addressing difference in site conditions. The proposed wire fence and gate on west side right of way in front of Highland Oaks subdivision is no longer needed. Also, the driveways at Sta 549+19 and 566+64 have recessed gates and do not require new gates to be installed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	11/17/2020	-\$158,852.09	\$ (97,491.98)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). 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 = \$2,861,508.02

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	3/15/2021		600	60	660	
<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	9	9
2	7/1/2019	7/31/2019	31	\$900,193.70	\$2,038,700.41	\$100,021.52	\$226,522.27	16	14
3	8/1/2019	8/31/2019	31	\$500,440.00	\$2,539,140.41	\$55,604.44	\$282,126.71	20	18
4	9/1/2019	9/30/2019	30	\$781,187.35	\$3,320,327.76	\$86,798.60	\$368,925.31	27	23
5	10/1/2019	10/31/2019	31	\$629,436.02	\$3,949,763.78	\$69,937.33	\$438,862.64	32	28
6	11/1/2019	11/30/2019	30	\$278,357.53	\$4,228,121.31	\$30,928.62	\$469,791.26	34	32
7	12/1/2019	12/31/2019	31	\$499,295.12	\$4,727,416.43	\$55,477.23	\$525,268.49	38	37
8	1/1/2020	1/31/2020	31	\$507,587.04	\$5,235,003.47	\$56,398.56	\$581,667.05	42	42
9	2/1/2020	2/29/2020	29	\$495,830.37	\$5,730,833.84	\$55,092.26	\$636,759.31	46	46
10	3/1/2020	3/31/2020	31	\$1,495,940.26	\$7,226,774.10	-\$256,402.78	\$380,356.53	55	51
11	4/1/2020	4/30/2020	30	\$925,168.98	\$8,151,943.08	\$48,693.11	\$429,049.64	62	55
12	5/1/2020	5/31/2020	31	\$751,064.06	\$8,903,007.14	\$39,529.68	\$468,579.32	68	60
13	6/1/2020	6/30/2020	30	\$728,210.17	\$9,631,217.31	\$38,326.85	\$506,906.17	73	65
14	7/1/2020	7/31/2020	31	\$418,630.14	\$10,049,847.45	\$22,033.17	\$528,939.34	76	69
15	8/1/2020	8/31/2020	31	\$266,456.21	\$10,316,303.66	\$14,024.01	\$542,963.35	78	74
16	9/1/2020	9/30/2020	30	\$216,227.68	\$10,532,531.34	\$11,380.40	\$554,343.75	80	78
17	10/1/2020	10/31/2020	31	\$121,663.91	\$10,654,195.25	\$6,403.38	\$560,747.13	81	83
18	11/1/2020	11/30/2020	30	\$386,714.54	\$11,040,909.79	\$20,353.38	\$581,100.51	84	88
19	12/1/2020	12/31/2020	31	\$188,106.89	\$11,229,016.68	\$9,900.37	\$591,000.88	85	92
20	1/1/2021	1/31/2021	31	\$110,227.19	\$11,339,243.87	\$5,801.43	\$596,802.31	86	97
21	2/1/2021	2/28/2021	28	\$371,751.27	\$11,710,995.14	\$19,565.86	\$616,368.17	89	101
22	3/1/2021	3/31/2021	15	\$167,168.32	\$11,878,163.46	\$8,798.34	\$625,166.51	90	104
23	4/1/2021	4/30/2021	0	\$488,109.50	\$12,366,272.96	-\$372,793.58	\$252,372.93	91	104

4/14/2021 Comments - Substantial Completion was achieved on 3/15/2021.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	2/28/2020	\$112,306.36	\$ 112,306.36

1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/16/2020	\$9,946.75	\$ 122,253.11

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a pay item to adjust existing manholes located within the ROW to match finish grade. The manholes are on the existing LCRA line that runs through the project. The manholes were shown in the plans but a bid item to cover the cost of the adjustments to these manholes were not included in the original plans.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/21/2020	\$3,372.67	\$ 125,625.78

2G: Differing Site Conditions (Unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to lower an existing wastewater line that is in conflict with the proposed driveway culvert located on CR 266 approximately 500 feet south of the SH 29 intersection on the east side of the roadway. The location of the line was not identified in the plans and the Contractor damaged the line while excavating for the driveway culvert. This work is located in the Seward Junction Southeast portion of the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	8/4/2020	\$17,647.04	\$ 143,272.82

2J: Differing Site Conditions (unforeseeable). Other. This Change Order adds Work Zone Pavement Mark Removeable pay items to the contract. The plans included Work Zone Pavement Mark Non-Removeable items that worked with the asphalt pavement section. Since the roadway is concrete paving, Work Zone Pavement Mark Removeable items needed to be added for the different phases and traffic switches called for in the plans. This applies to the Seward Junction Southeast portion of the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	8/4/2020	\$272,222.65	\$ 415,495.47

2G: Differing Site Conditions (Unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities are necessary because the existing lines are in conflict with the proposed construction at the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	10/6/2020	\$681.04	\$ 416,176.51

2C: Differing Site Conditions (unforeseeable) New development (conditions changing after PS&E completed). This Change Order adds the latest Guardrail End Treatment (MSKT) standard to the contract. 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds work to extend a storm sewer pipe, revises the slope on some SET's from 4:1 to 3:1 (RFI 28), due to a change in the PGL of the roadway. A pipe underdrain system was added to the contract to address groundwater encountered during construction of the roadway (RFI #29). Construction Exit items that were not used on the project were deleted from the contract. This Change Order is for work in the Southeast portion of the project.

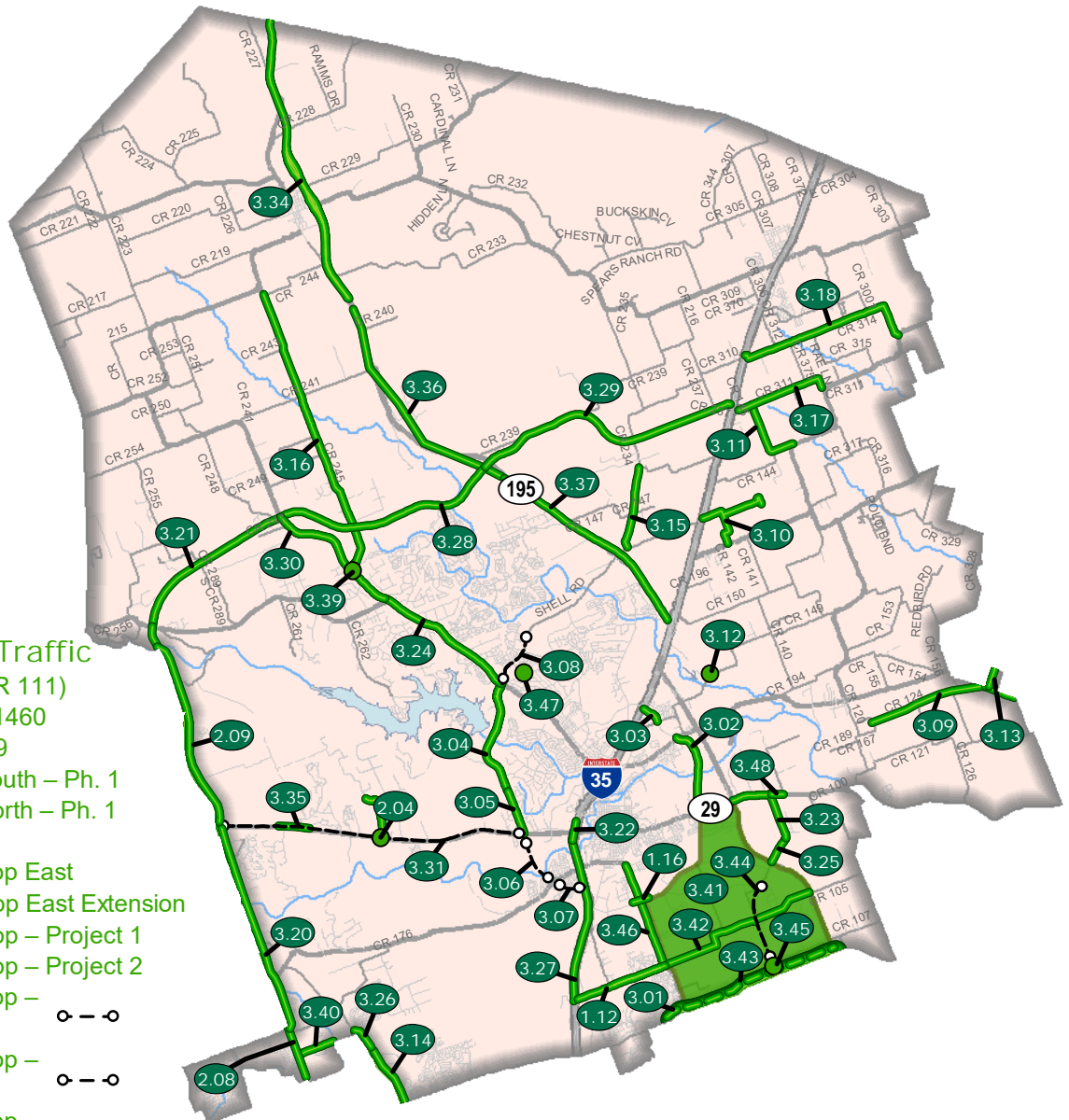
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	2/2/2021	\$194,882.66	\$ 611,059.17

3F: County Convenience. Additional work desired by the County. This Change Order adds the reconstruction of a 500' portion of CR 260 from SH 29 to Terra del sol Parkway to the contract at the request of Williamson County.

Adjusted Price = \$13,881,317.27

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



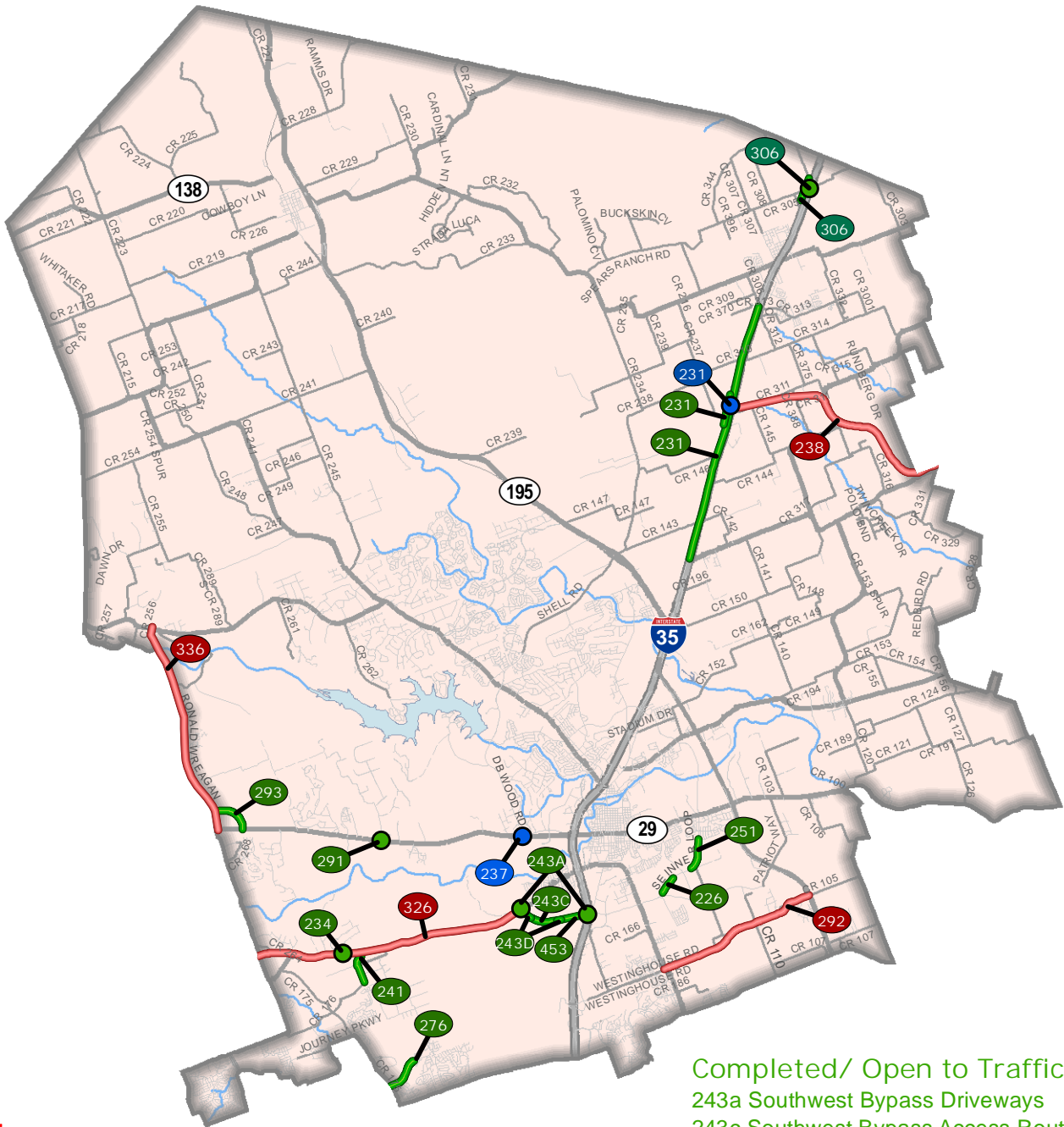
Completed/Open to Traffic

- 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

- 238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
- 292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)
- 326 RM 2243 Realignment (183A to Southwest Bypass)
- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

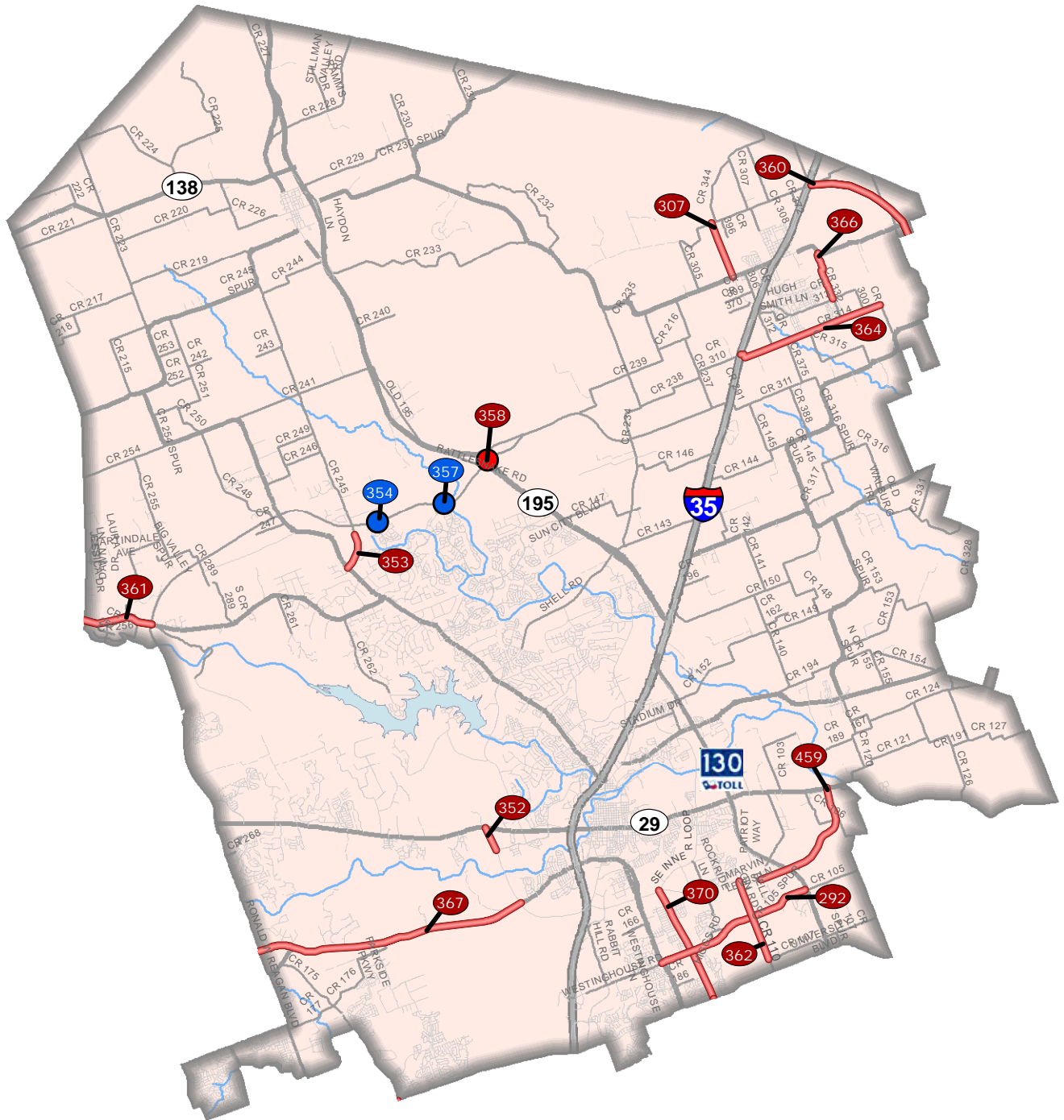
- 231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
- 237 SH 29 at DB Wood (Intersection Improvements)

Completed/ Open to Traffic

- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 231 Relocation of 48" Williamson County Regional Raw Waterline - Line B
- 234 RM 2243 at Escalera Parkway (Intersection Improvements)
- 241 CR 176 at RM 2243 Intersection (Safety Improvements)
- 243a Southwest Bypass Driveways
- 243c Southwest Bypass Access Route
- 243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
- 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 CR 305 at IH 35 Bridge Replacement
- 306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
- 453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



In Design

- 292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
- 307 Bud Stockton Extension (CR 305 to FM 487)
- 352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
- 353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
- 358 SH 195 at Ronald Reagan Boulevard
- 360 Corridor E5 (Ronald Reagan Extension/Corridor D to IH 35/CR 305)
- 361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)
- 362 CR 110 North (CR 107 to Patriot Way/Sam Houston Avenue)
- 364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
- 366 CR 332 Realignment (South of FM 487 to North of CR 313)
- 367 RM 2243 (Ronald Reagan Boulevard to Southwest Bypass)
- 370 MoKan (Georgetown Inner Loop to University Boulevard)
- 459 Southeast Inner Loop Extension (Corridor C) (Sam Houston Avenue at Patriot Way to SH 29)

Under Construction/Bidding

- 354 Ronald Reagan at Silver Spur Boulevard
- 357 Ronald Reagan at Sun City Boulevard

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	7/10/2020		229	60	289	
<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	10	9
3	9/1/2019	9/30/2019	30	\$256,030.43	\$510,939.23	\$28,447.83	\$56,771.03	19	20
4	10/1/2019	10/31/2019	31	\$404,602.62	\$915,541.85	\$44,955.84	\$101,726.87	34	30
5	11/1/2019	11/30/2019	30	\$172,401.65	\$1,087,943.50	\$19,155.74	\$120,882.61	41	41
6	12/1/2019	12/31/2019	31	\$49,862.16	\$1,137,805.66	\$5,540.24	\$126,422.85	43	52
7	1/1/2020	1/31/2020	31	\$4,983.70	\$1,142,789.36	\$553.75	\$126,976.60	43	62
8	2/1/2020	2/29/2020	29	\$350,483.90	\$1,493,273.26	-\$48,383.27	\$78,593.33	53	72
9	3/1/2020	3/31/2020	31	\$148,264.69	\$1,641,537.95	\$7,803.40	\$86,396.73	58	83
10	4/1/2020	4/30/2020	30	\$232,512.45	\$1,874,050.40	\$12,237.50	\$98,634.23	66	93
11	5/1/2020	5/31/2020	31	\$20,527.25	\$1,894,577.65	\$1,080.38	\$99,714.61	67	104
12	6/1/2020	6/30/2020	30	\$239,695.54	\$2,134,273.19	\$12,615.56	\$112,330.17	76	115
13	7/1/2020	7/31/2020	10	\$32,529.38	\$2,166,802.57	\$1,712.07	\$114,042.24	77	118
14	8/1/2020	8/31/2020	0	\$40,322.75	\$2,207,125.32	\$2,122.25	\$116,164.49	78	118
15	9/1/2020	9/30/2020	0	\$162,165.00	\$2,369,290.32	\$8,535.00	\$124,699.49	84	118
16	10/1/2020	10/31/2020	0	\$227,976.42	\$2,597,266.74	\$11,998.76	\$136,698.25	92	118
17	11/1/2020	11/30/2020	0	\$1,839.00	\$2,599,105.74	\$96.79	\$136,795.04	92	118
18	12/1/2020	4/30/2021	0	\$72,022.21	\$2,671,127.95	-\$82,282.22	\$54,512.82	92	118

3/9/2021 Comments - Awaiting grass growth, before releasing final retention.

1/28/2021 Comments - Negotiations have been completed for the water line adjustments. Construction will resume in February 2020.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	12/17/2019	\$208,869.67	\$ 208,869.67

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/16/2020	\$63,776.63	\$ 272,646.30

3F: County Convenience. Additional work desired by the County. This Change Order adds various items of work to the contract, including: removal of an existing driveway, a mail box turnout, a pedestrian curb ramp, wire mesh fencing and gates, realigns a ditch to improve drainage, widens driveway radii, water pumping, storm sewer pipe and safety end treatments at a driveway and milling of asphalt on RM 2243. 2E: County Convenience. Differing site conditions. Miscellaneous difference in site condition (unforeseeable). This change order compensates the contractor for work necessary to find the existing cave and removes a driveway along RM 2243 that was constructed before the job started and not addressed in the plans.

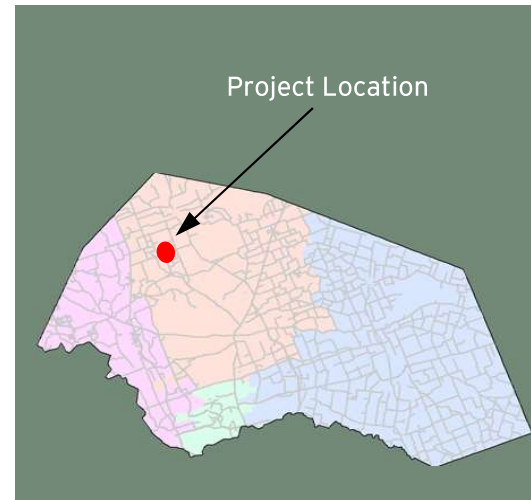
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	8/4/2020	(\$204,858.75)	\$ 67,787.55

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This Change Order deletes the quantity for Item 162 Mulch Topdressing and Items 260 related to the Lime Treated Subgrade. The Contractor was able to salvage high quality topsoil from the project limits and reuse that material on the final project. The topsoil used did not require the addition of mulch to establish vegetation or prevent erosion. The Lime Treated Subgrade items were deleted due to the high quality of existing material encountered at subgrade elevation. Lab testing determined that the existing material contained a low enough PI that lime treatment of the subgrade was not necessary.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	8/4/2020	\$452,885.58	\$ 520,673.13

3F: County Convenience. Additional work desired by the County. This Change Order adds a Shared Use Path to (SUP) the project at the request of the County. The path extends from RM 2243 (Leander Road) to CR 176 and is located along the west right of way. The SUP required a pedestrian crossing of Parkside Parkway on

Adjusted Price = \$2,968,233.13



**Ronald Reagan at Silver Spur
Ronald Reagan at Sun City**
(Intersection Improvements)

Project Length: .6 Miles
Roadway Classification: Rural Arterial

Project Schedule: December 2020 - May 2021
Estimated Construction Cost: \$.9 Million



APRIL 2021 IN REVIEW

04/09/2021: QA Construction continued processing flexible base for the turn lane and acceleration lane at Silver Spur Blvd. Crews sawcut pavement at the turn lane and acceleration lane at Silver Spur. Subcontractor Texas Materials primed and placed Type B asphalt on north side of Ronald Reagan, turn lane and acceleration lane at Silver Spur. Subcontractor M&K Drilling drilled beacon shafts at Silver Spur Blvd.

04/16/2021: The Contractor sawcut and removed curb at the entrance to Silver Spur Blvd. Subcontractor MG Drilling drilled the illumination shaft at Silver Spur and beacon shaft at Sun City Blvd. Subcontractor Aviles Excavation placed new curb at the Silver Spur entrance.

04/23/2021: QA Construction continued placing topsoil in ditch on north side of Ronald Reagan. Crews graded for new curb at the Silver Spur exit. Subcontractor Aviles Excavation formed and placed new curb at the Silver Spur entrance.

04/30/2021: Crews graded for new curb at the Silver Spur exit. Subcontractor Aviles Excavation formed and placed new curb at the Silver Spur entrance. Subcontractor Texas Materials chip sealed shoulder on north side of Ronald Reagan at Silver Spur Blvd.



Design Engineer: WSB Engineering
Contractor: QA Construction
Construction Observation:
Dave Thomas, HNTB

Williamson County
Road Bond Program



Ronald Reagan at Silver Spur / Ronald Reagan at Sun City Intersections (Intersection Improvementst)**Project No. T1873**

Original Contract Price = \$875,350.00

<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>	
10/6/2020	10/13/2020	11/24/2020	12/8/2020			142		142	
<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	12/8/2020	12/30/2020	23	\$107,172.03	\$107,172.03	\$11,908.00	\$11,908.00	14	16
2	12/31/2020	1/31/2021	32	\$56,797.20	\$163,969.23	\$6,310.80	\$18,218.80	21	39
3	2/1/2021	3/31/2021	59	\$64,033.20	\$228,002.43	\$7,114.80	\$25,333.60	29	80
1/28/2021	Comments - The Notice to Proceed was issued 11/24/20 with Time Charges beginning on 12/8/20.								
								Adjusted Price =	\$875,350.00

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER BOLES

In Design
4.35 FM 1660 (PTF)

Completed/Open to Traffic

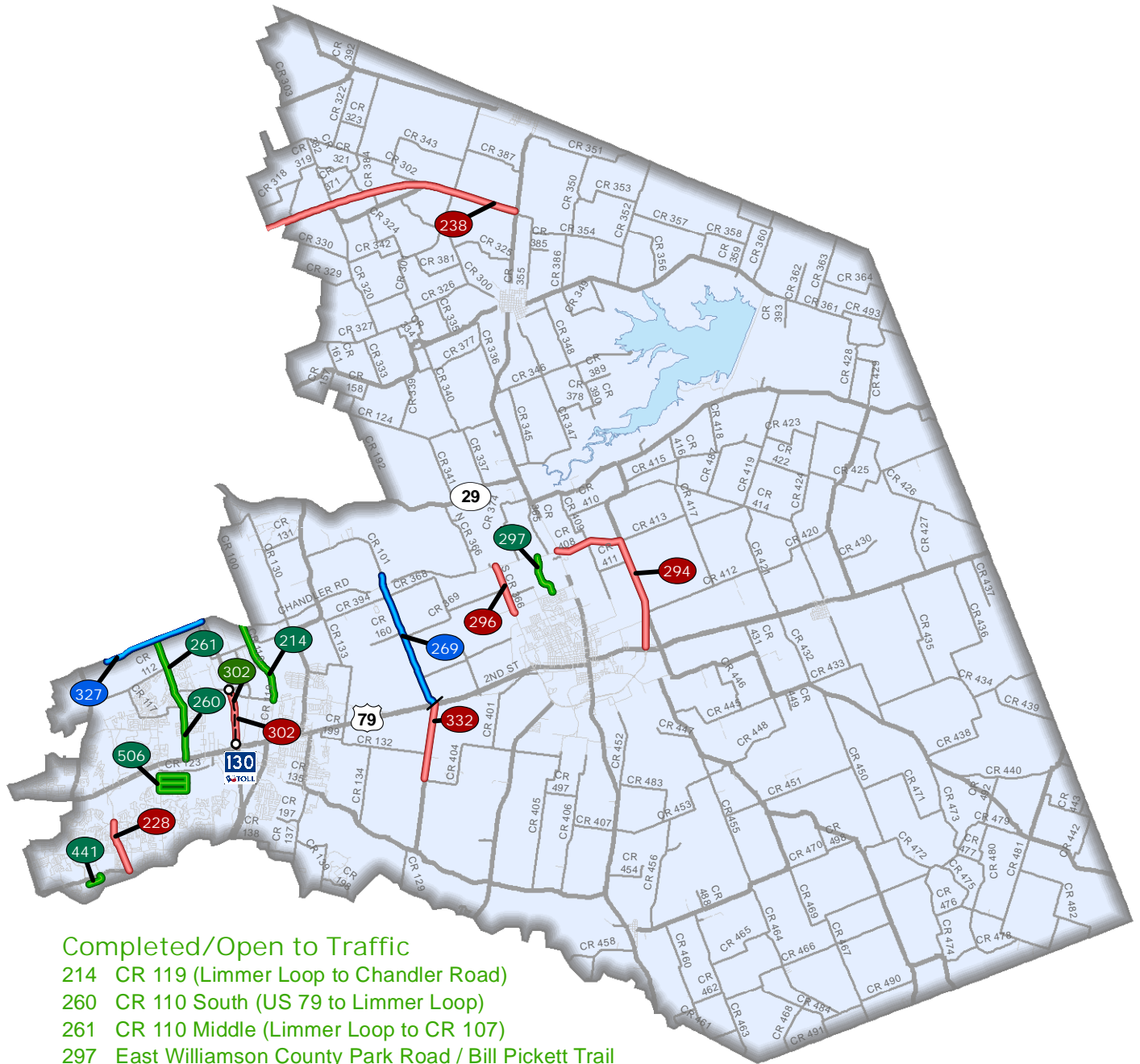
3.13 CR 157
4.01 Bridge Replacements Phase 1
(CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139
Alignment Study
4.13 CR 300 & CR 301
4.14 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)
- 261 CR 110 Middle (Limmer Loop to CR 107)
- 297 East Williamson County Park Road / Bill Pickett Trail
(Carlos Parker Boulevard to Chandler Road)
- 302 SH 130 Traffic Study ○—○
- 441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)
- 506 Oak Bluff and Greenfield Drainage Improvements

Under Construction/Bidding

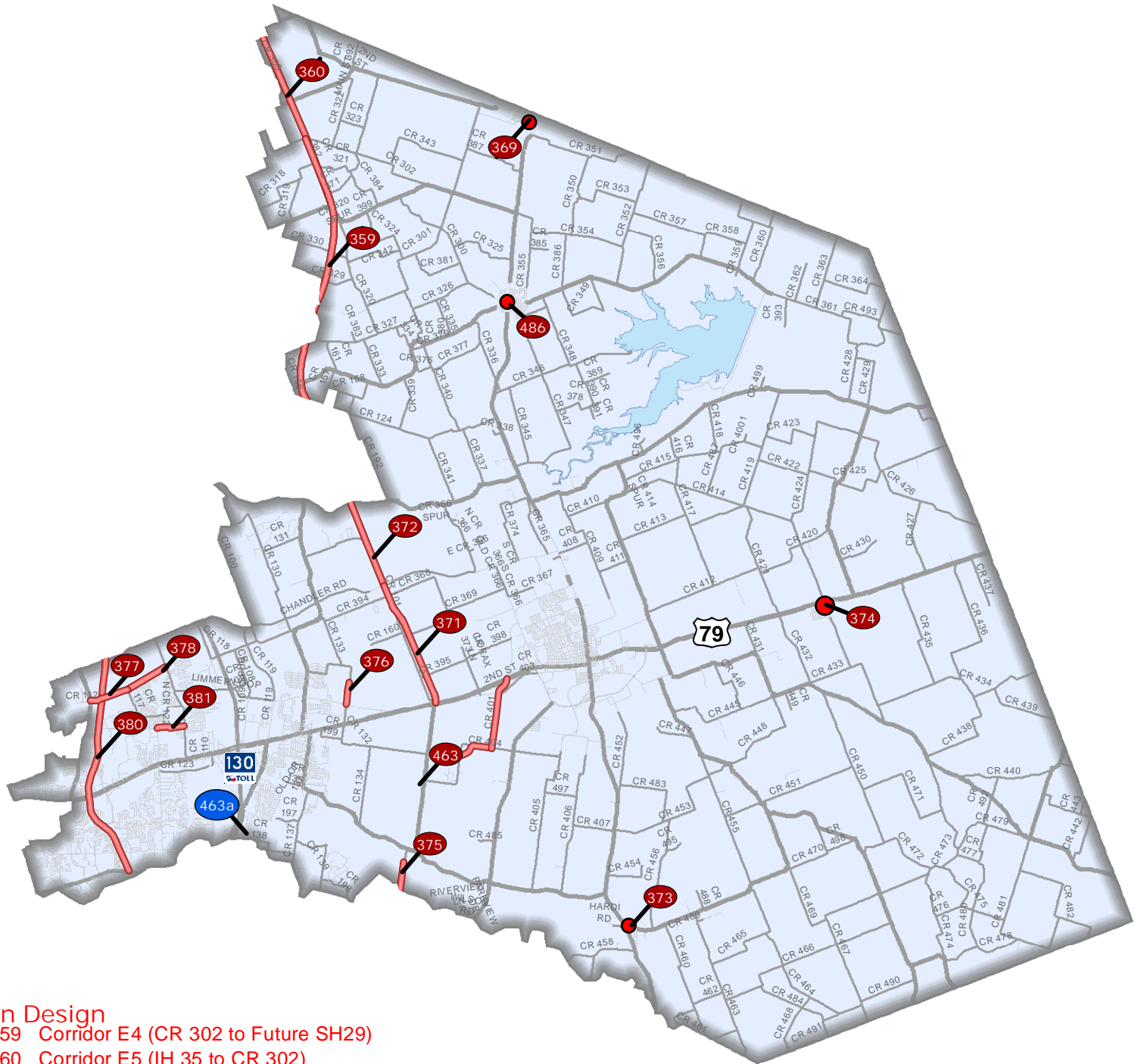
- 269 CR 101 (US 79 to North of Chandler Road)
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)

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)
- 332 FM 3349/US 79 Interchange

2019 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER BOLES



In Design

- 359 Corridor E4 (CR 302 to Future SH29)
- 360 Corridor E5 (IH 35 to CR 302)
- 369 Bartlett Street Project (Cottrell Street)
- 371 Corridor E3 (Future SH 29 to Chandler Rd)
- 372 Corridor E2 (Chandler Rd to US 79)
- 373 Coupland Street Project (S. Broad & Muery Streets)
- 374 Thrall Street Project - S Bounds Street
- 375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
- 376 CR 134/CR 132 Extension (Hutto Arterial)
- 377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
- 378 CR 112 Widening (CR 117 to CR 110)
- 380 MoKan (University Boulevard to SH 45)
- 381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
- 463 Southeast Loop (Corridor E1) (CR 138 to CR 137)
- 486 Granger Project - Davilla Street Culvert

Under Construction/Bidding

- 463a Southeast Loop (Corridor E1) Demolition Phase 1

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	10/20/2020		390	144	534	
<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>
1	5/6/2019	5/31/2019	26	\$719,064.06	\$719,064.06	\$79,896.01	\$79,896.01	9	5
2	6/1/2019	6/30/2019	30	\$327,805.09	\$1,046,869.15	\$36,422.78	\$116,318.79	13	10
3	7/1/2019	7/31/2019	31	\$406,884.79	\$1,453,753.94	\$45,209.43	\$161,528.22	17	16
4	8/1/2019	8/31/2019	31	\$391,244.33	\$1,844,998.27	\$43,471.59	\$204,999.81	22	22
5	9/1/2019	9/30/2019	30	\$88,385.54	\$1,933,383.81	\$9,820.61	\$214,820.42	23	28
6	10/1/2019	10/31/2019	31	\$295,167.52	\$2,228,551.33	\$32,796.39	\$247,616.81	27	34
7	11/1/2019	11/30/2019	30	\$424,033.35	\$2,652,584.68	\$47,114.82	\$294,731.63	32	39
8	12/1/2019	12/31/2019	31	\$511,268.18	\$3,163,852.86	\$56,807.57	\$351,539.20	38	45
9	1/1/2020	1/31/2020	31	\$385,342.62	\$3,549,195.48	\$42,815.85	\$394,355.05	42	51
10	2/1/2020	2/29/2020	29	\$514,688.36	\$4,063,883.84	\$57,187.60	\$451,542.65	49	56
11	3/1/2020	3/31/2020	31	\$344,124.14	\$4,408,007.98	\$38,236.01	\$489,778.66	53	62
12	4/1/2020	4/19/2020	19	\$293,737.21	\$4,701,745.19	\$32,637.47	\$522,416.13	56	66
13	4/20/2020	5/19/2020	30	\$277,306.64	\$4,979,051.83	\$30,811.87	\$553,228.00	60	71
14	5/20/2020	6/24/2020	36	\$726,652.00	\$5,705,703.83	\$80,739.12	\$633,967.12	68	78
15	6/25/2020	7/25/2020	31	\$410,122.34	\$6,115,826.17	\$45,569.15	\$679,536.27	73	84
16	7/26/2020	8/25/2020	31	\$254,747.98	\$6,370,574.15	\$28,305.33	\$707,841.60	76	90
17	8/26/2020	9/23/2020	29	\$111,839.24	\$6,482,413.39	\$12,426.58	\$720,268.18	77	95
18	9/24/2020	10/25/2020	27	\$962,394.02	\$7,444,807.41	-\$568,333.33	\$151,934.85	82	100
19	10/26/2020	11/25/2020	0	\$88,804.62	\$7,533,612.03	\$1,812.34	\$153,747.19	83	100
20	11/26/2020	12/27/2020	0	\$50,446.95	\$7,584,058.98	\$1,029.53	\$154,776.72	83	100
21	12/28/2020	1/31/2021	0	\$33,416.21	\$7,617,475.19	\$681.96	\$155,458.68	84	100
22	2/1/2021	2/28/2021	0	\$44,523.85	\$7,661,999.04	\$908.65	\$156,367.33	84	100
23	3/1/2021	3/31/2021	0	\$547,703.24	\$8,209,702.28	\$11,177.62	\$167,544.95	90	100
24	4/1/2021	4/30/2021	0	\$69,299.54	\$8,279,001.82	\$1,414.28	\$168,959.23	91	100

5/13/2021 Comments - Concrete ditch riprap complete and punchlist is ongoing.

<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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	12/17/2019	\$31,881.14	\$ 98,172.97

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/21/2020	\$10,419.60	\$ 108,592.57

3F: County Convenience. Additional work desired by the County. This Change Order adds Traffic Control Phase 2 Step 2 to the project. This step consists of shifting traffic from the existing lanes to the new lanes from just south of CR 112 to the north end of the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	12/8/2020	\$3,266.23	\$ 111,858.80

3L: County Convenience. Revising safety work/measures desired by the County. This Change Order adds a new item to pay the Contractor to repair the guard rail end treatment on southbound CR 110, south of CR 112. This is within the construction project limits.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/16/2021	(\$11,737.85)	\$ 100,120.95

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds improvements to drainage and new side street intersections to the project. 3L: County Convenience. Revising safety work/measures desired by the County. This Change Order deletes lime from the pavement section, adds item to pay for police used during traffic control, and repairs damage to a signal controller and repairs potholes in the existing pavement. 4B: Third Party Accommodation. Third party requested work. This change order adds fittings to the Jonah Water line.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	2/2/2021	\$46,375.56	\$ 146,496.51

3E: County Convenience. Reduction of future maintenance. This Change Order adds pay items to compensate the Contractor to mill and repave a portion of existing University Boulevard that was not called out to be overlaid in the plans.

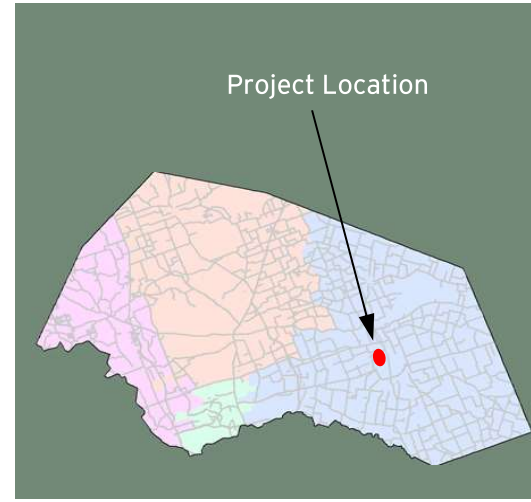
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	3/16/2021	\$6,519.31	\$ 153,015.82

3F: County Convenience. Additional work desired by the County. This Change Order adds a pay item to compensate the Contractor to remove additional structures in the right of way along CR 110 north of the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	3/16/2021	\$233,343.80	\$ 386,359.62

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Adjusted Price = \$9,297,222.35



CR 101

(US 79 to north of Chandler Road)

Project Length: 3.8 Miles

Roadway Classification: Rural Collector

Project Schedule: July 2020 - December 2021

Estimated Construction Cost: \$13 Million



APRIL 2021 IN REVIEW

04/09/2021: James Construction continued placing flexible base in the middle and north sections of the project. Subcontractor Sexton Inc. continued placing water line at the CR 101 and CR 368 intersection on the north end of the project.

04/16/2021: James Construction completed placing and began processing flexible base in the middle and north sections of the project. Subcontractor Sexton Inc. began preparation for the boring operations that will take place next week throughout the project.

04/23/2021: James Construction continued processing flexible base in the middle and north sections of the project. Subcontractor Sexton Inc. began boring 4" casing for Jonah Water lines on the south and middle sections of the project. Subcontractor KRL and Sexton Inc. are working together to place 4" Jonah Water line in the 12" casing under CR 101.

04/30/2021: James Construction reconstructed the CR 395 and 369 intersections at CR 101. Subcontractor Sexton Inc. continued boring 4" casing for Jonah Water lines on the south and middle sections of the project. Subcontractor Lone Star Paving placed prime on the flexible base throughout the project.



Design Engineer: BGE, Inc.
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

CR 101 (US 79 to Chandler Road)

Project No. 2138

Original Contract Price = \$13,092,842.00

<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>	
10/10/2019	11/5/2019	6/26/2020	7/6/2020			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	7/6/2020	7/25/2020	20	\$366,881.43	\$366,881.43	\$40,764.60	\$40,764.60	3	4
2	7/26/2020	8/30/2020	36	\$2,072,374.48	\$2,439,255.91	\$230,263.83	\$271,028.43	21	10
3	8/31/2020	9/23/2020	24	\$66,831.99	\$2,506,087.90	\$7,425.78	\$278,454.21	21	15
4	9/24/2020	10/25/2020	32	\$531,044.64	\$3,037,132.54	\$59,004.96	\$337,459.17	26	21
5	10/26/2020	11/29/2020	35	\$424,017.35	\$3,461,149.89	\$47,113.04	\$384,572.21	29	27
6	11/30/2020	12/27/2020	28	\$709,324.00	\$4,170,473.89	\$78,813.77	\$463,385.98	35	32
7	12/28/2020	1/27/2021	31	\$294,970.38	\$4,465,444.27	\$32,774.49	\$496,160.47	38	38
8	2/1/2021	2/28/2021	28	\$293,948.14	\$4,759,392.41	\$32,660.91	\$528,821.38	40	43
9	3/1/2021	3/31/2021	31	\$367,172.81	\$5,126,565.22	\$40,796.97	\$569,618.35	44	49
10	4/1/2021	4/30/2021	30	\$421,691.16	\$5,548,256.38	\$46,854.58	\$616,472.93	47	55

7/31/2020 Comments - The Notice to Proceed was issued 6/26/20 with Time Charges beginning on 7/6/2020.

Adjusted Price = \$13,092,842.00

Southeast Loop Demolition Phase 1 (Residential Demolition)

Project No. T1746

Original Contract Price = \$125,808.07

<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>
9/23/2020	10/6/2020	12/4/2020	12/7/2020	1/15/2021		20		20

<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 Used</u>
1	12/11/2020	1/31/2021	20	\$95,002.26	\$95,002.26	\$10,555.84	\$10,555.84	95	100
2	2/1/2021	2/28/2021	0	\$4,725.00	\$99,727.26	\$525.00	\$11,080.84	100	100
3	3/1/2021	4/6/2021	0	\$11,080.51	\$110,807.77	-\$11,080.84	\$0.00	100	100

5/13/2021 Comments - Substantial Completion issued for 2/2/2021.

1/1/2021 Comments - Time charges began 12/7/2020. Contract has 20 working days.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	1/12/2021	\$0.00	\$0.00

4D: Third Party Accommodation. Other. This Change Order amends the language in Section 3 of the Services Contract, within the "Consideration and Compensation" paragraph. This Change Order also revises the unit price and quantity in the Contract for Item 506 6022. These revisions do not change the Contract amount.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	4/6/2021	(15,000.00)	\$ (15,000.00)

2E: Differing Site Conditions. 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 = \$110,808.07



Williamson County Commissioners Court

Road Bond Program

May 18, 2021



Precinct 1





RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

3

Anticipated Completion
Summer 2022



Partnership with TxDOT and the City of Round Rock
Original Contract Amount = \$27,468,703.67
Construction is managed by TxDOT

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

4



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

5



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

6

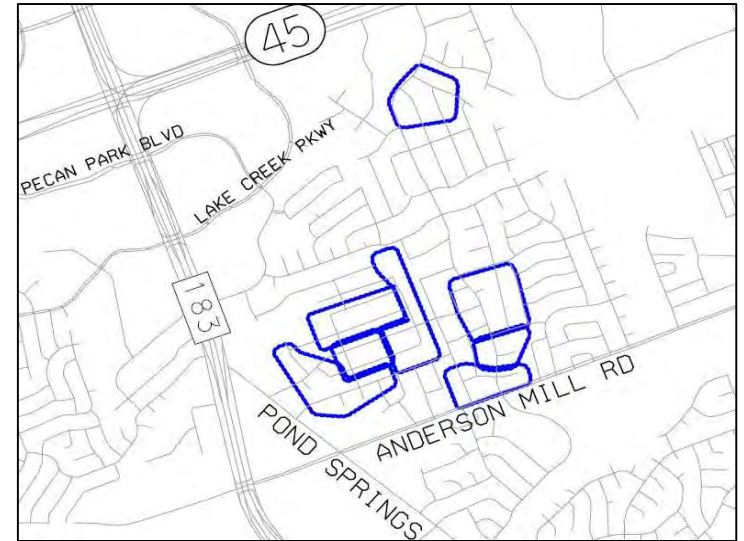




Forest North Phase 3 Drainage Improvements

7

Anticipated Completion
Early 2022



Original Contract Price = \$4,793,058.15

Total Change Orders to Date = \$87,744.37

Adjusted Contract Price = \$4,880,802.52

Expenditures to Date = \$3,042,957.22 (62%)

Forest North Phase 3 Drainage Improvements

8



Forest North Phase 3 Drainage Improvements

9



Forest North Phase 3 Drainage Improvements

10



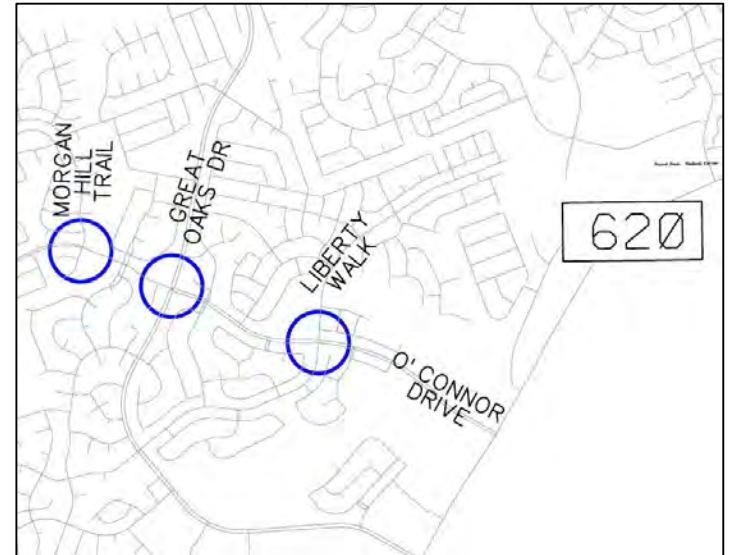


O'Connor Traffic Signals

11

(Morgan Hill Trail, Liberty Walk, Great Oaks)

Anticipated Completion
Spring 2021



Original Contract Price = \$853,503.50

Total Change Orders to Date = \$131,055.38

Adjusted Contract Price = \$984,558.88

Expenditures to Date = \$611,860.08 (62%)

O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)



O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)



O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)





Corridor H – Sam Bass Road (Interim Traffic Signals)

15

Anticipated Completion
Spring 2021



Original Contract Price = \$319,866.00

Total Change Orders to Date = \$28,476.86

Adjusted Contract Price = \$348,342.86

Expenditures to Date = \$233,518.86 (67%)

Corridor H – Sam Bass Road (Interim Traffic Signals)

16



Corridor H – Sam Bass Road (Interim Traffic Signals)

17



Corridor H – Sam Bass Road (Interim Traffic Signals)

18

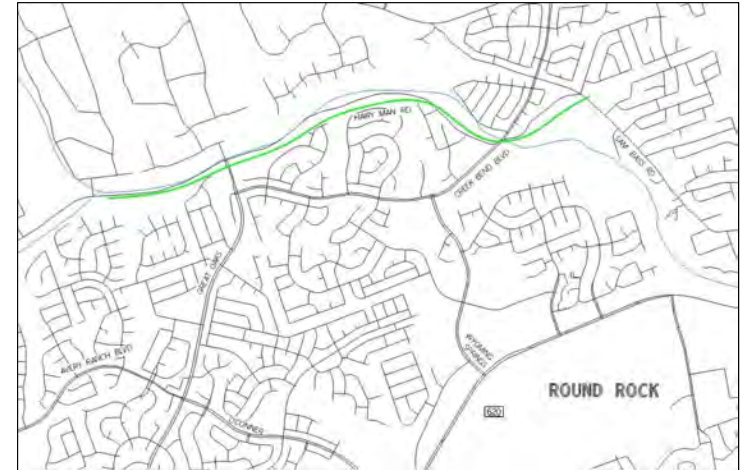




Hairy Man Road / Brushy Creek Road Safety Improvements

19

Anticipated Completion
Winter 2021



Original Contract Price = \$3,964,380.00

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$3,964,380.00

Expenditures to Date = \$647,914.84 (16%)

Hairy Man Road / Brushy Creek Road Safety Improvements



Hairy Man Road / Brushy Creek Road Safety Improvements



Hairy Man Road / Brushy Creek Road Safety Improvements

22

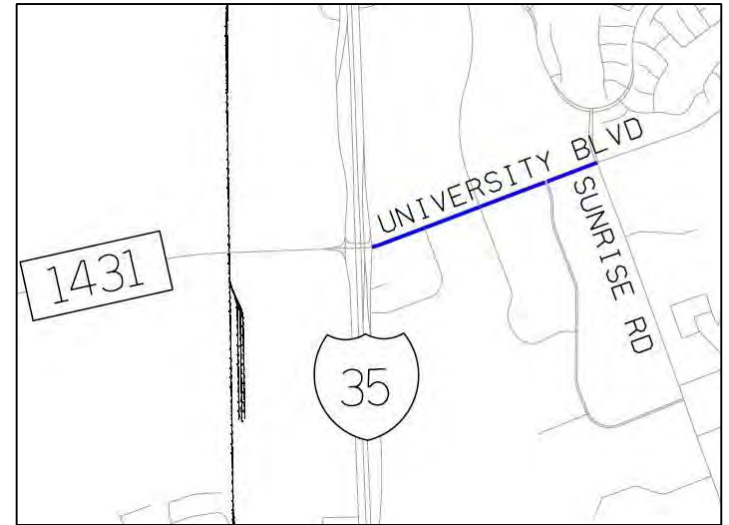




University Boulevard Widening (IH 35 to Sunrise Road)

23

Anticipated Completion
Early 2022



Partnership with the City of Round Rock

Original Contract Amount = \$12,135,410.45

Construction is managed by the City of Round Rock

University Boulevard Widening (IH 35 to Sunrise Road)

24



University Boulevard Widening (IH 35 to Sunrise Road)

25

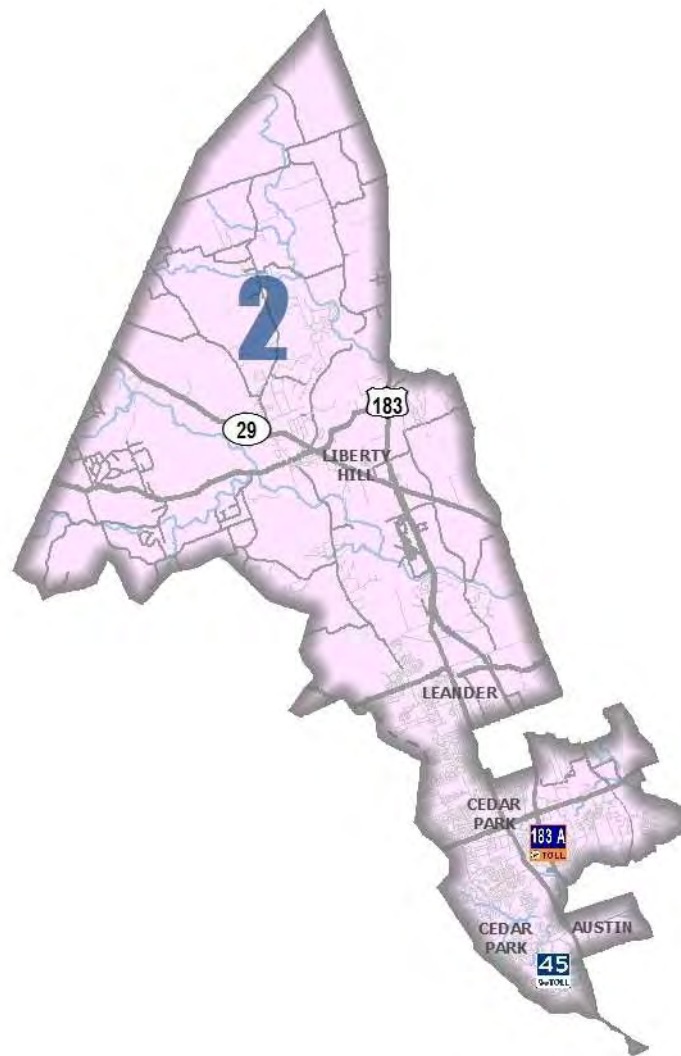


University Boulevard Widening (IH 35 to Sunrise Road)

26

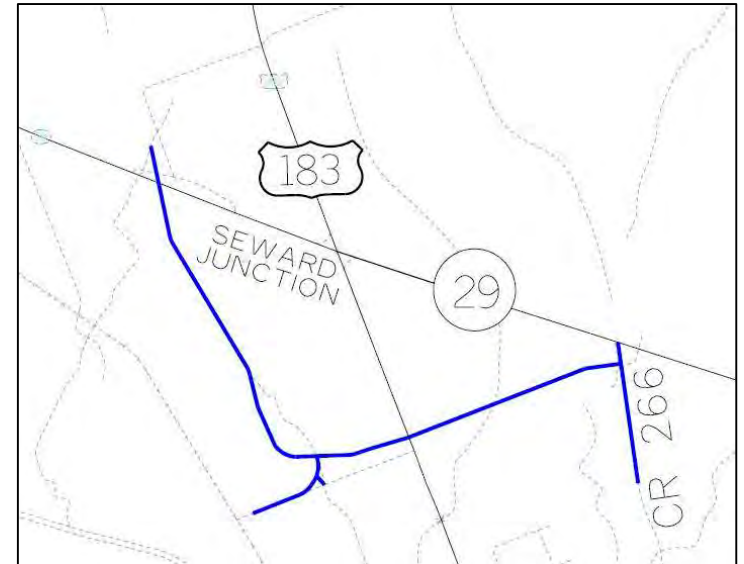


Precinct 2



Seward Junction Improvements

Substantially Complete
March 15, 2021



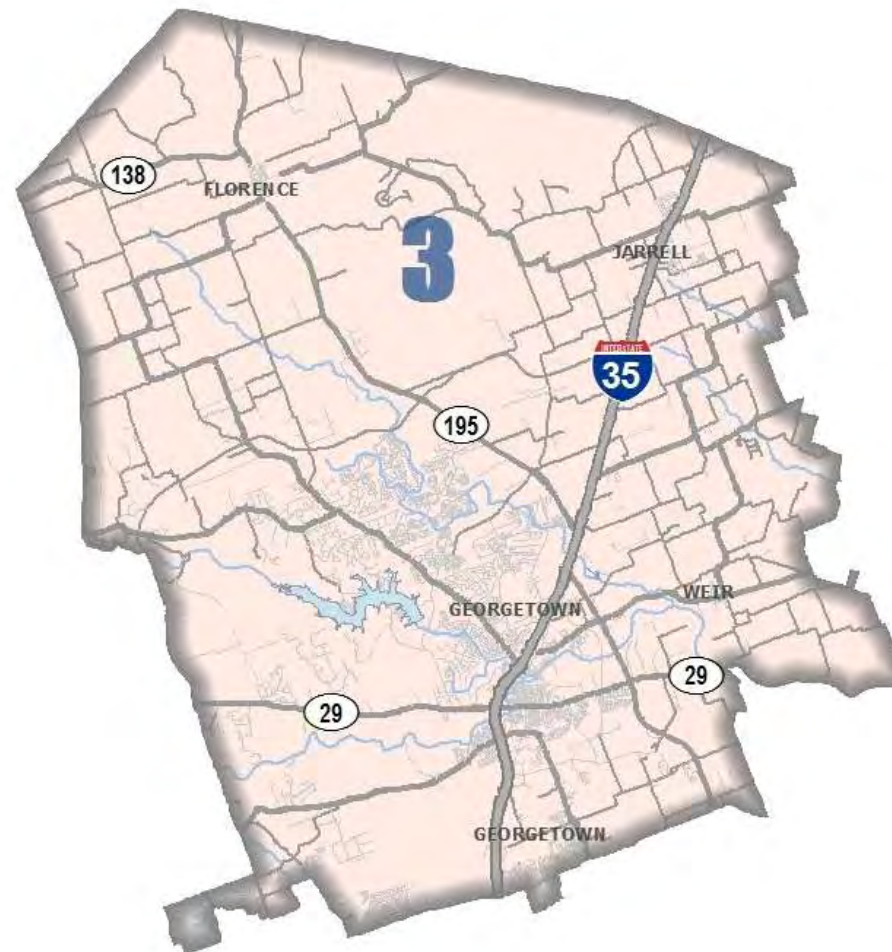
Original Contract Price = \$13,270,258.10

Total Change Orders to Date = \$611,059.17

Adjusted Contract Price = \$13,881,317.27

Expenditures to Date = \$12,618,645.87 (91%)

Precinct 3

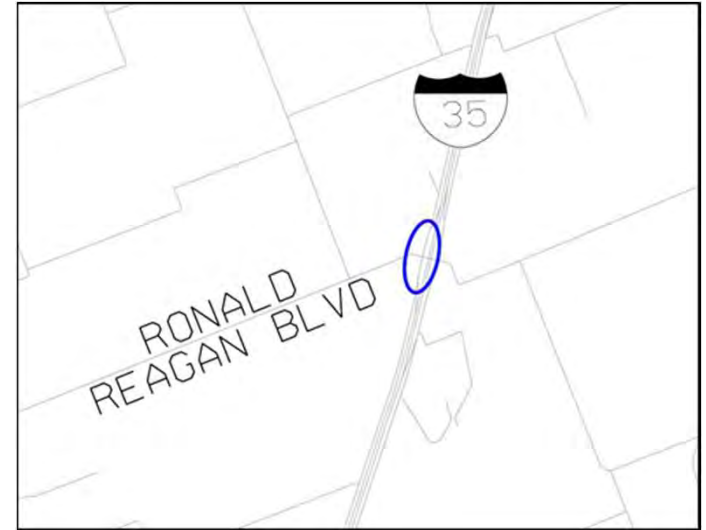




Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

30

Anticipated Completion
Fall 2021



Partnership with TxDOT

Original Contract Amount = \$15,048,229.93

Construction is managed by TxDOT

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

31



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

32



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

33



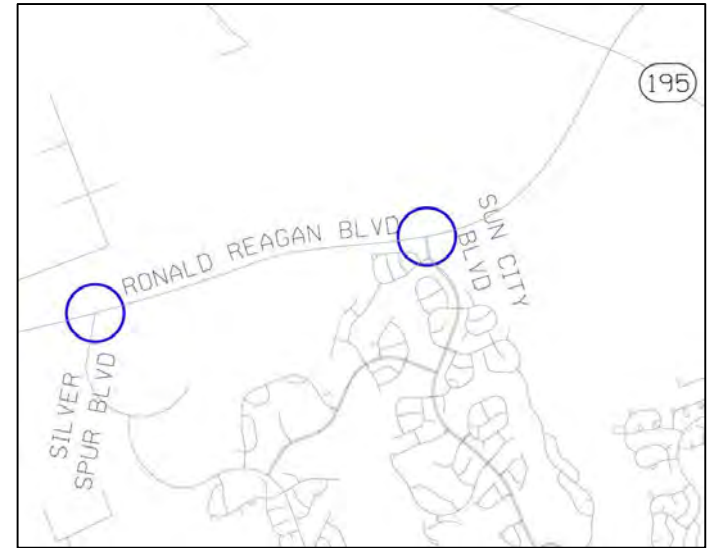


Ronald Reagan at Silver Spur

Ronald Reagan at Sun City

34

Anticipated Completion
Spring 2021



Original Contract Price = \$875,350.00

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$875,350.00

Expenditures to Date = \$253,336.03 (29%)

Ronald Reagan at Silver Spur Ronald Reagan at Sun City

35



Ronald Reagan at Silver Spur Ronald Reagan at Sun City

36



Ronald Reagan at Silver Spur Ronald Reagan at Sun City

37



Precinct 4



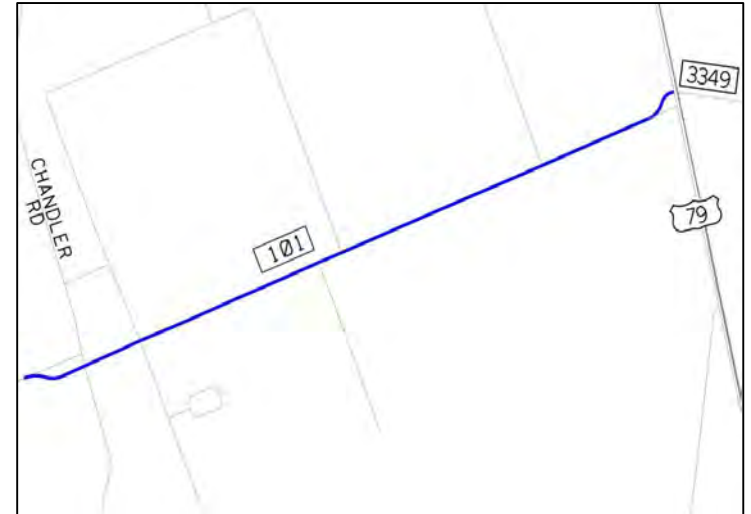


CR 101

39

(US 79 to North of Chandler Road)

Anticipated Completion
Winter 2021



Original Contract Amount = \$13,092,842.00

Total Change Orders = \$0.00

Adjusted Contract Price = \$13,092,842.00

Expenditures to Date = \$6,164,729.30 (47%)

CR 101 (US 79 to North of Chandler Road)



CR 101 (US 79 to North of Chandler Road)

41



CR 101 (US 79 to North of Chandler Road)



Commissioners Court - Regular Session**44.****Meeting Date:** 05/25/2021

CR 111 (Westinghouse) ATMOS Energy Letter Agreement

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding a letter agreement, dated 5/10/2021 from Atmos Energy for road construction activities in the vicinity of an existing 12-inch diameter steel gas pipeline on CR 111 (Westinghouse Road) in Precinct 3. Project: P292 Fund Source: Road Bonds

Background

Atmos has requested execution of the included letter agreement which specifies requirements for construction activities within Atmos Energy's easement surrounding an existing gas pipeline. No costs are associated with this letter of understanding.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CR111-ATMOS-LONO

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 09:01 AM

Started On: 05/19/2021 11:37 AM



5/10/2021

Bill Gravell Jr.
County Judge
710 S Main St #101
Georgetown, TX 78626

Re: County Road 111
Atmos Pipeline Crossing
Williamson County, TX

Dear Mr. Gravell:

It is Atmos Energy Corporation's (Atmos Energy) understanding that changes to County Road 111 are proposed in Williamson County that will encroach upon Atmos Energy's Line L20 (12-inch steel gas pipeline) pipeline station numbers 61+35 to 63+05.

The *CR 111 IMPROVEMENTS* plans dated January 7, 2021 propose changes to the existing County Road 111. Sheet 60 titled *PROPOSED CROSS SECTIONS* indicate that fill is to be added on Atmos Energy's Line L20 (12-inch steel gas pipeline) easement that will not exceed 60-inches above existing grade. Sheet 60 also indicates that the subgrade for County Road 111 will maintain a minimum of 12" of vertical clearance from Atmos Energy's Line L20 (12-inch steel gas pipeline). Based on the cross sections provided in Sheet 60 and the *TEST HOLE DATA SHEET* for test hole 30 dated June 19, 2020, it is Atmos Energy's understanding that the proposed County Road 111 will cross Atmos Energy's Line L20 (12-inch steel gas pipeline) easement at a near 65 degree angle and the road surface will have a minimum vertical clearance of 36-inches from the top of Atmos Energy's Line L20 (12-inch steel gas pipeline) pipeline.

During construction, equipment shall be permitted to cross Atmos Energy's Line L20 (12-inch steel gas pipeline) pipeline at a designated location where the depth of cover over the pipelines has been verified to be a minimum of 36-inches and equipment loads do not exceed AASHTO HS20. A permanent paved road crossing shall be utilized for vehicles and equipment once available.

Atmos Energy will not object to the construction of this portion of the proposed project if the following additional criteria are met:

- An Atmos Energy representative must be present during any and all work within Atmos Energy's easement. Atmos Energy representative **Chris Wren (512-466-6380)** must be notified at least three (3) days (72 hours) in advance of any activities

within the vicinity of Atmos Energy facilities in order to avoid any delays in field activities.

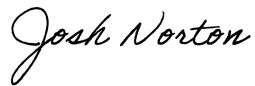
- **Atmos Energy's facilities must be exposed and their elevations field verified prior to starting any construction activity.** In the event that Atmos Energy's facilities were inaccurately represented in the proposed design, construction will not be allowed to continue in Atmos Energy's easement until the field-verified location(s) of Atmos Energy facilities have been incorporated into the project design and resubmitted to Atmos Energy for re-review and approval.
- Mechanical excavation (and/or compaction), with the exception of the potholing procedure mentioned above, is not allowed within three (3) feet horizontally from Atmos Energy's facilities.
- Excavation (and / or compaction) closer than three (3) feet horizontally from Atmos Energy's facilities must be done by hand.
- All underground utility lines must be installed in a substantially straight line parallel to grade under Atmos Energy's facilities and maintain a minimum vertical separation of 24 inches between the bottom of Atmos Energy's facilities and top of third party line.
- Positive drainage must be maintained within Atmos Energy's easement. Placement of any additional fill within the easement is not permitted without the prior written approval of Atmos Energy.
- At no time may cover be removed from the easement or right-of-way without the prior written approval of Atmos Energy and in no case may cover over Atmos Energy's facilities be reduced to less than 42 inches (top of grade to top of pipe).
- Equipment crossing the easement or right-of-way during construction must be evaluated by Atmos Energy for external loads to determine if additional cover or other protective measures over the facilities are required.
- Atmos Energy's easement will be protected from washing and erosion during construction and/or repairs.
- Equipment, materials, or excess dirt will not be stored on the easement during construction without the prior written approval of Atmos Energy.
- Atmos Energy will not be responsible for damage to any allowed encroachments.
- Atmos Energy reserves the right for future uses of this easement, including but not limited to, ingress and egress, reconstructing, removing, relocating, maintaining, operating, etc., of any of its facilities.

- Impact/conflict analysis was based on and is limited to drawings and documents submitted to Atmos Energy, as referenced above. ANY change in scope of work contained in these drawings must be resubmitted for re-review and approval.

You are not authorized to commence work until we have received a signed copy of this letter.

If you have any questions or if I may be of additional assistance, please feel free to contact David Rosema, at 817-307-6069, or myself, at 979-774-2506.

Sincerely,



Josh Norton

Manager of Engineering Services
Atmos Energy Corporation
297 N Earl Rudder
Bryan, TX 77802

cc: Chris Wren
Wyatt French
Jerry Garcia

Signature: _____

Name: Bill Gravell Jr.

Title: County Judge

Date: _____

Commissioners Court - Regular Session**45.****Meeting Date:** 05/25/2021

SH29 at DB Wood Unintech Contract Amendment No. 7

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No. 7 to the SH 29 at DB Wood Road Improvements contract between Williamson County and Unintech Consulting Engineers, Inc. relating to the 2013 Road Bond Program.

Project: P237 Funding Source: Road Bonds

Background

This amendment increases Unintech's labor rates in accordance with the executed contract, based on the Consumer Price Index. This will allow for the execution of a work authorization No. 3 to provide support for pending condemnation hearings. The current PSA amount of \$1,700,000.00 will remain the same.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

SH29atDBWood-Unintech-Amendment7

SH29atDBWood-Unintech-WA3

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 09:22 AM

Started On: 05/19/2021 03:42 PM

CONTRACT AMENDMENT NO. 7
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT:
SH 29 at D.B. Wood Road Improvements ("Project")**

THIS CONTRACT AMENDMENT NO. 7 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Unitech Consulting Engineers, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective October 16, 2014 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$1,700,000 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Kum Wing Chan, PE
Printed Name

Vice President
Title

5/18/21
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date


5/19/2021

EXHIBIT D
RATE SCHEDULE

Unintech Consulting Engineers, Inc.

Title	2021 Rate (per hour)
Project Manager	\$214.31
Senior Engineer	\$175.84
Project Engineer	\$148.37
Design Engineer	\$120.89
EIT	\$104.41
Drainage Engineer	\$142.87
Senior CADD Operator	\$104.41
Admin/Clerical	\$49.46
Survey Project Manager	\$175.84
Survey Technician	\$93.42
Survey Tech GPS/SIT	\$109.90
2-eMan Survey Crew	\$148.37
3 Man Survey Crew	\$175.84
Survey Admin	\$49.46

WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD BOND PROJECT:

SH 29 at D.B. Wood Road Intersection Improvements

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 16, 2014 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Unintech Consulting Engineers, Inc. (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$17,861.51.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on August 31, 2021. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this 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 this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____ day of _____, _____

ENGINEER:

Unintech Consulting Engineers, Inc.

COUNTY:

Williamson County, Texas

By: 
Signature

Kum Wing Chan, PE
Printed Name

Vice President
Title

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule


5/19/2021

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
SH 29 at D.B. Wood Intersection Improvements

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.
2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
3. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).
4. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
5. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.
6. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.
7. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.
8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.
9. Post and maintain project information for public consumption on the County website.
10. Assist with Coordination between the Engineer and the County's other consultants.
11. Negotiate with all utility companies for any agreements and/or relocations required.
12. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
SH 29 at D.B. Wood Intersection Improvements

PROJECT DESCRIPTION

Project Limits

The SH 29 at D.B. Wood Road Improvement project ("Project") involves improvements to approximately 5,000 linear feet of SH 29, 2,000 linear feet of D.B. Wood Road north of SH29, and 1,000 linear feet of D.B. Wood Road south of SH 29.

Proposed Facility

The proposed facility includes a dual left turn on southbound DB Wood Road, dedicated right turn on northbound DB Wood Road, and a deceleration/turn lane for westbound SH 29 to northbound D.B. Wood Road.

Design Criteria

Not applicable.

1. CONDEMNATION HEARING EXHIBITS

- a. Prepare preliminary and final condemnation hearing exhibits for two ROW Parcels.
- b. Exhibits (each exhibit should include high-resolution aerial imagery):
 - i. A vicinity map with an overall project layout and limits (beginning and end)
 - ii. Existing and proposed typical road sections
 - iii. Parent tract (including area)
 - iv. Right-of-way acquisition (including parcel acquisition and remainder areas),
 - v. Proposed improvements adjacent to the property.

Deliverables: Preliminary and Final Condemnation Hearing Exhibits in pdf format.

2. CONDEMNATION HEARINGS

- a. Engineer will attend meetings remotely with the attorney to prepare for the hearings.
- b. Engineer will attend two condemnation hearings in-person and testify as an expert witness on the Project to discuss matters related to drainage, grading, environmental compliance, basic hydrologic, hydraulic and geotechnical information.

3. EXCLUSIONS:

The following items are not included in this work authorization:

- SURVEYING
- PLAN PREPARATION (PS&E) SERVICES
- BIDDING PHASE SERVICES
- CONSTRUCTION PHASE SERVICES
- UTILITY COORDINATION OR RELOCATION ESTIMATES
- RIGHT OF ENTRY TO PRIVATE PROPERTIES

ATTACHMENT C WORK SCHEDULE

The start date is the date of execution of the Work Authorization and the end date is 8/31/2021.

Attachment D - Fee Schedule - Work Authorization No. 3
(Time & Material Payment)

Highway: **Sh 29 at DB wood Improvement Project**
 County: **Williamson County**
 Limits:
 Scope: **Preparation of Hearing Exhibits and Testifying at the Hearings**

SUBPROVIDER: Unintech Consulting Engineers, Inc.

TASK DESCRIPTION		Project Manage	EIT	Senior CADD Operator	Fee
	CONTRACT RATE PER HOUR	\$ 214.31	\$ 104.41	\$ 104.41	
Additional Services					
	Deposition w/paralegal (remote Meetings)	12			\$ 2,571.72
	Attend two condemnation hearings in-person and testify as an expert witness	16			\$ 3,428.96
	Prepare preliminary and final condemnation hearing exhibits for two ROW Parcels. (See Attachment B, Part 1)	18	8	16	\$ 6,363.42
	Project and document Review	24			\$ 5,143.44
Excluded	Deliver revised ROW parcels, signed documents to the City of Georgetown, Williamson County and TxDOT				\$ -
	HOURS SUB-TOTALS	70	8	16	
	SUBTOTAL 160 (150)	\$15,001.70	\$835.28	\$1,670.56	\$17,507.54

DIRECT EXPENSES		QUANTITY	UNIT	RATE	TOTAL
	MILEAGE (One Round Trip)	220	mile	\$ 0.550	\$ 121.00
	CDs	1	each	\$ 1.50	\$ 1.50
	Certified Letter Return Receipt	1	each	\$ 6.47	\$ 6.47
	OVERNIGHT MAIL - OVERSIZED BOX	1	each	\$ 35.00	\$ 35.00
	LODGING/HOTEL (TAXES/FEEs NOT INCLUDED)	1	day/person	\$ 110.00	\$ 110.00
	LODGING/HOTEL - TAXES AND FEES	1	day/person	\$ 20.00	\$ 20.00
	MEALS (EXCLUDING ALCOHOL & TIPS) (OVERNIGHT STAY REQUIRED)	1	day/person	\$ 60.00	\$ 60.00
	Type II ROW Monuments-Poured (for control points)		unit	\$ 100.00	\$ -
	Deed Copies		sheet	\$ 2.00	\$ -
	SUBTOTAL OTHER DIRECT EXPENSES				\$ 353.97
	TOTAL				\$17,861.51

Commissioners Court - Regular Session**46.****Meeting Date:** 05/25/2021

Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road
Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.304 acres) required for the construction of Sam Bass Road, and take appropriate action. (John W. Speck III and Glenda Neans-Speck)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Speck Resolution

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

05/20/2021 10:48 AM

Form Started By: Charlie Crossfield

Started On: 05/20/2021 10:39 AM

Final Approval Date: 05/20/2021

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.304 acres (Parcel 35) described by metes and bounds in Exhibit "A" owned by **JOHN W. SPECK, III AND GLENDA NEANS-SPECK** for the purpose of constructing, reconstructing, maintaining, and operating Corridor H (Sam Bass Rd) roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2021.

Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 35
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 5
May 4, 2020

PROPERTY DESCRIPTION FOR PARCEL 35

DESCRIPTION OF A 0.304 ACRE (13,230 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 1.056 ACRE TRACT OF LAND, DESCRIBED IN A CORRECTION DEED JOHN W. SPECK, III AND GLENDA NEANS-SPECK, RECORDED JANUARY 29, 2004 IN DOCUMENT NO. 2004007194, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.304 ACRE (13,230 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 502.74 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 322+06.13 on the east line of a 1.05 acre tract of land, described in a deed to John W. Speck, III and Glenda Neans-Speck, recorded in Document No. 2003020095, O.P.R.W.C.TX., for the northwest corner of a 2.546 acre tract of land, described in a deed to Community Christian Church of Round Rock, Texas, recorded in Volume 1799, Page 1, Official Records of Williamson County, Texas (O.R.W.C.TX.);

THENCE S 27°43'04" W, with the common line of said 2.546 acre tract and said 1.05 acre tract, a distance of 425.90 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,574.41, E=3,111,995.60) set 78.64 feet left of Sam Bass Road E.C.S. 321+67.05 on the proposed north right-of-way line of Sam Bass Road, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 27°43'04" W, departing the proposed north right-of-way line of said Sam Bass Road, with the common line of said 1.056 acre tract and said 2.546 acre tract, a distance of 58.85 feet to a calculated point on the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southwest corner of said 2.546 acre tract, same being the southeast corner of said 1.056 acre tract and the parcel described herein;

2) **THENCE** N 67°27'04" W, departing the common line of said 1.056 acre tract and said 2.546 acre tract, with the existing north right-of-way line of said Sam Bass Road, a distance of 200.60 feet to a calculated point on the existing east right-of-way line of Deer Trail Circle, a 50 foot wide right-of-way easement, recorded in Volume 624, Page 808, D.R.W.C.TX.;

3) **THENCE** N 65°58'59" W, departing the intersection of the existing north right-of-way line of said Sam Bass Road and existing east right-of-way line of said Deer Trail Circle, over and across said Deer Trail Circle, a distance of 25.62 feet to a calculated point on the centerline of said Deer Trail Circle, for the southwest corner of said 1.056 acre tract and the parcel described herein;

THENCE with the centerline of said Deer Trail Circle, the following two (2) courses and distances numbered 4-5:

4) N 36°37'20" E, a distance of 47.20 feet to a calculated point, said point being the beginning of a curve to the left, and

EXHIBIT "A"

County: Williamson
Parcel No.: 35
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 2 of 5
May 4, 2020

5) With said curve to the left, an arc distance of 30.34 feet, through a central angle of $07^{\circ}19'49''$, having a radius of 237.12 feet, and a chord that bears $N 32^{\circ}57'25'' E$, a distance of 30.32 feet to a calculated point 103.23 feet left of Sam Bass Road E.C.S. 319+56.43 on the proposed north right-of-way line of said Sam Bass Road, for the northwest corner of the parcel described herein;

6) **THENCE** $S 65^{\circ}10'15'' E$, departing the centerline of said Deer Trail Circle, with the proposed north right-of-way line of said Sam Bass Road, over and across said Deer Trail Circle, a distance of 25.07 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 101.21 feet left of Sam Bass Road E.C.S. 319+81.42 on the existing east right-of-way line of said Deer Trail Circle, from which a 1/2-inch iron rod found, bears with a curve to the left, an arc distance of 94.44 feet, through a central angle of $20^{\circ}38'36''$, having a radius of 262.12 feet, and a chord that bears $N 18^{\circ}32'38'' E$, a distance of 93.93 feet;

THENCE departing the existing east right-of-way line of said Deer Trail Circle, continuing with the proposed north right-of-way line of said Sam Bass Road, over and across said 1.056 acre tract, the following two (2) courses and distances numbered 7-8:

7) $S 20^{\circ}53'49'' E$, a distance of 30.12 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.51 feet left of Sam Bass Road E.C.S. 320+01.23, said point being the beginning of a curve to the right, and

THIS SPACE IS INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 35
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 3 of 5
May 4, 2020

8) With said curve to the right, an arc distance of 168.89 feet, through a central angle of 02°44'58", having a radius of 3,519.69 feet, and a chord that bears S 69°13'19" E, a distance of 168.87 feet to the **POINT OF BEGINNING**, and containing 0.304 acres (13,230 sq. ft.) of land, more or less of which 0.044 acre (1,905 sq. ft.) lies within the existing right-of-way of Deer Trail Circle..

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Sent C. Re 5/4/20

Scott C. Brashear
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

JOHN W. SPECK, III AND
GLENDA NEANS-SPECK
CALLED 1.05 AC.
DOC. NO. 2003020095
O.P.R.W.C. TX.

10' B.L.
D.R.W.C. TX.

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°19'49"LT	237.12'	30.34'	30.32'	N32°57'25"E
C2	20°38'36"LT	262.12'	94.44'	93.93'	N18°32'38"E
C3	02°44'58"RT	3,519.69'	168.89'	168.87'	S69°13'19"E

0.134 ac.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N65°58'59"W	25.62'
L2	N36°37'20"E	47.20'
L3	S65°10'15"E	25.07'
L4	S20°53'49"E	30.12'

STEVEN M. COUNTS &
SPOUSE, KELLY D. COUNTS
1.204 ACRES
DOC NO. 2007038981
O.P.R.W.C. TX.

J.H. DILLARD SURVEY
ABSTRACT 179

JOHN W. SPECK, III AND
GLENDA NEANS-SPECK
RECORDED JANUARY 29, 2004
CALLED 1.056 AC.
CORRECTION DEED
DOC. NO. 2004007194
O.P.R.W.C. TX.

COMMUNITY CHRISTIAN CHURCH
OF ROUND ROCK, TEXAS
CALLED 2.546 AC.
VOL. 1799, PG. 1
O.R.W.C. TX.

P.O.B.
N=10,169,574.41
E=3,111,995.60
321+67.05
78.64'LT

PROPOSED R.O.W.

(35)
(0.304 AC.)

ENGINEER'S CENTERLINE
CURVE DATA
PT Sta 321+22.54
N=10,169,518.73
E=3,111,924.32
Δ=02°14'21.11" (RT)
L=78.22'
T=39.12'
R=2,000.00'
PC Sta 320+83.42
PT Sta 321+61.64

PARCEL 35
0.044 AC.
(1,905 SQ. FT.)
LIES WITHIN
THE EXISTING R.O.W.

30' B.L.
VOL. 568, PG. 10
D.R.W.C. TX.

EXISTING R.O.W.

(N65°35'W 208.58')

C.R. 175 (SAM BASS RD)

SAM BASS ROAD

ENGINEER'S CENTERLINE

S67°32'53"E 307.90'

319+00

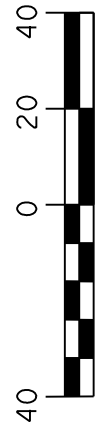
S69°47'20"E 508.31'

(VARIABLE WIDTH R.O.W.)

(NO RECORD INFORMATION FOUND)

PT 321+61.64

FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\35\PLAT\01P-35.dgn
REF. FIELD NOTE NO. 46132
PAGE 4 OF 5



GRAPHIC SCALE,
SCALE: 1" = 40'
WILLIAMSON COUNTY, TEXAS

EXISTING	1.056 AC.	ACQUIRE	0.304 AC.	REMAINING	0.752 AC. LEFT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JOHN W. SPECK, III AND
GLENDA NEANS-SPECK
PARCEL 35
0.304 AC. (13,230 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, CF NO. 2006427, EFFECTIVE DATE FEBRUARY 7, 2020, AND ISSUED DATE FEBRUARY 19, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
 4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

5/4/20

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JOHN W. SPECK, III AND
GLENDA NEANS-SPECK
PARCEL 35
0.304 AC. (13,230 SQ. FT.)

EXISTING	1.056 AC.	ACQUIRE	0.304 AC.	REMAINING	0.752 AC. LEFT
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Commissioners Court - Regular Session**47.****Meeting Date:** 05/25/2021

Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.030 acres) required for the construction of Sam Bass Road, and take appropriate action. (Jason Hatfield and Kasey Hatfield as Co-Trustees of the JHK Trust)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Hatfield Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 10:48 AM

Started On: 05/20/2021 10:42 AM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.030 acres (Parcel 52) described by metes and bounds in Exhibit "A" owned by **JASON HATFIELD AND KASEY HATFIELD AS CO-TRUSTEES OF THE JHK TRUST** for the purpose of constructing, reconstructing, maintaining, and operating Corridor H (Sam Bass Rd) roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2021.

Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 52
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 4
March 26, 2021

PROPERTY DESCRIPTION FOR PARCEL 52

DESCRIPTION OF A 0.030 ACRE (1,288 SQ. FT.) PARCEL LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 19, GREAT OAKS SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 372, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO THE JHK TRUST, RECORDED APRIL 11, 2016 IN DOCUMENT NO. 2016030052, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.030 ACRE (1,288 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 22.12 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 334+05.69 on the existing south right-of-way line of County Road 175 (Sam Bass Road) a variable width right-of-way, no record information found, for the northeast corner of Lot 17 of said Great Oaks Subdivision, described in a deed to Chad Frers and Brandi Frers, recorded in Document No. 2008057823, O.P.R.W.C.TX., same being the northwest corner of Lot 18 of said Great Oaks Subdivision, described in a deed to Chad Taylor and Jennifer Taylor, recorded in Document No. 2009040031, O.P.R.W.C.TX.;

THENCE S 57°41'08" E, departing the common line of said Lot 17 and said Lot 18, with the existing south right-of-way line of said Sam Bass Road, a distance of 158.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (1/2-inch iron rod found replaced with 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY") (Surface Coordinates: N=10,168,884.75, E=3,113,214.32) set 17.36 feet right of Sam Bass Road E.C.S. 335+65.60 on the proposed south right-of-way line of Sam Bass Road, for the northeast corner of said Lot 18, same being the northwest corner of said Lot 19 and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 57°41'08" E, departing the proposed south right-of-way line of said Sam Bass Road, continuing with the existing south right-of-way line of said Sam Bass Road and the north line of a 5-foot wide Road Widening Easement show on said Great Oaks subdivision plat, a distance of 204.16 feet to a 1/2-inch iron rod found, for the northwest corner of Lot WW of said Great Oaks Subdivision, described in a deed to TAL/TEX Inc., recorded in Volume 1301, Page 850, O.P.R.W.C.TX., now known as Aquasource Utility, Inc., by merger recorded in Document No. 2001082279, O.P.R.W.C.TX., same being the northeast corner of said Lot 19 and the parcel described herein;

2) **THENCE** S 32°31'56" W, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said Lot 19 and said Lot WW, crossing at a distance of 4.94 feet the south line of said 5-foot wide Road Widening Easement, and continuing for a total distance of 10.97 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 337+70.01 on the proposed south right-of-way line of said Sam Bass Road, for the southeast corner of the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 52
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 2 of 4
March 26, 2021

3) **THENCE** N 55°04'08" W, departing the common line of said Lot 19 and said Lot WW, with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 19, crossing at a distance of 131.78 feet the south line of said 5-feet wide Road Widening Easement, and continuing for a total distance of 204.33 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 335+65.68, for the southwest corner of the parcel described herein;

4) **THENCE** N 32°12'52" E, continuing with the proposed south right-of-way line of said Sam Bass Road, a distance of 1.65 feet to the **POINT OF BEGINNING**, and containing 0.030 acre (1,288 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

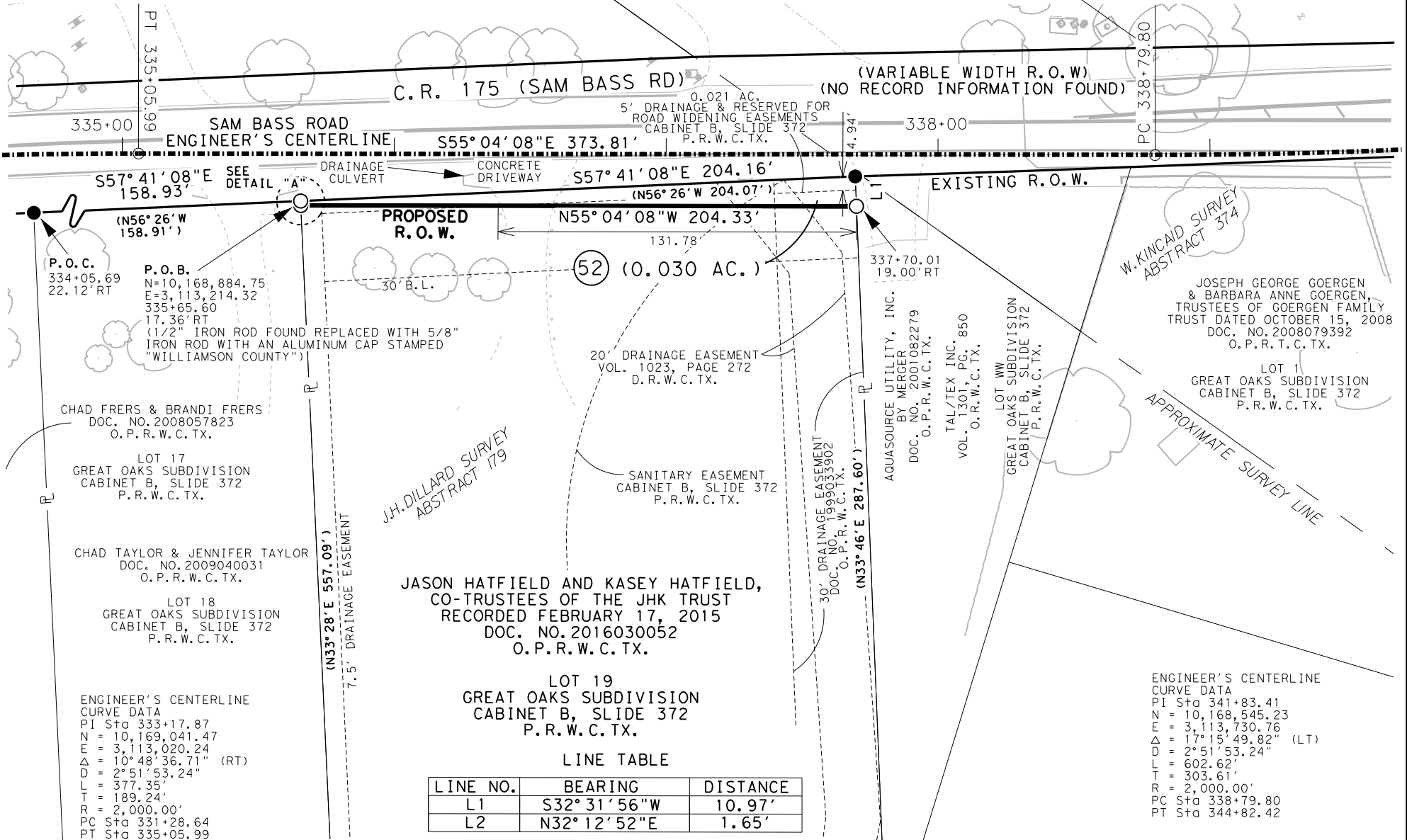
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



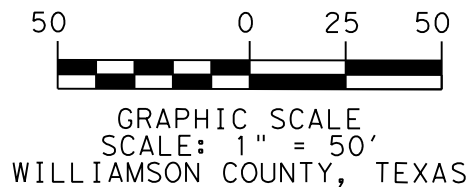
Sent C. Re 3/25/21

Scott C. Brashear. Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE NO.	BEARING	DISTANCE
L1	S32° 31' 56\"W	10.97'
L2	N32° 12' 52\"E	1.65'



FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\52\PLAT\00\P-52.dgn

EXISTING	*2.311 AC.	ACQUIRE	0.030 AC.	REMAINING	2.281 AC. RIGHT
<div> <div> 4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300 </div> </div> <div> RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF JASON HATFIELD AND KASEY HATFIELD, CO-TRUSTEES OF THE JHK TRUST PARCEL 52 0.030 AC. (1,288 SQ. FT.) </div>					

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1952119, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 20, 2019, AND ISSUED DATE JANUARY 2, 2020.

1. RESTRICTIVE COVENANTS: CABINET B, SLIDE 372, PLAT RECORDS AND VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10A. EASEMENT AS SHOWN ON PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF:
PURPOSE: WATER WELL AND SANITARY EASEMENT
LOCATION: TRAVERSING THE PROPERTY AS SHOWN (AFFECTS AS SHOWN)

B. EASEMENT AS SHOWN ON PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF:
PURPOSE: DRAINAGE
LOCATION: 30' TRAVERSES THE LOT AS SHOWN AND FURTHER AFFECTED BY
DOCUMENT NO. 199933902, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
(AFFECTS AS SHOWN)

C. EASEMENT AS SHOWN ON PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF:
PURPOSE: DRAINAGE
LOCATION: 7.5' ALONG A PORTION OF THE NORTHERLY SIDE PROPERTY (AFFECTS AS SHOWN)

D. EASEMENT AS SHOWN ON PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF:
PURPOSE: ROAD WIDENING
LOCATION: 5' ALONG THE FRONT PROPERTY LINE (AFFECTS AS SHOWN)

E. EASEMENT AS SHOWN ON PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF:
PURPOSE: UTILITY
LOCATION: 10' ALONG THE REAR AND A PORTION OF THE SOUTHERLY SIDE PROPERTY LINES
(AFFECTS REAR OF PROPERTY)

F. BUILDING SETBACK LINES AS SHOWN ON THE RECORDED PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF. (AFFECTS AS SHOWN)

G. BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

H. EASEMENT:
RECORDED: VOLUME 577, PAGE 685, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: PEDERNALES ELECTRIC COOPERATIVE, INC.
PURPOSE: ELECTRIC AND TELEPHONE (MAY AFFECT)

I. EASEMENT:
RECORDED: VOLUME 635, PAGE 643, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: PEDERNALES ELECTRIC COOPERATIVE, INC.
PURPOSE: ELECTRIC AND TELEPHONE (MAY AFFECT)

J. EASEMENT:
RECORDED: VOLUME 427, PAGE 229, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: LONE STAR GAS COMPANY
PURPOSE: PIPELINE (MAY AFFECT)

K. EASEMENT:
RECORDED: DOCUMENT NO. 199933903, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
PURPOSE: DRAINAGE (LOT 19)
(SAME EASEMENT AS DOC. NO. 199933902, AFFECTS AS SHOWN)

L. EASEMENT:
RECORDED: VOLUME 1023, PAGE 272 AND CORRECTED BY VOLUME 1055, PAGE 160, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
PURPOSE: PUBLIC UTILITY (LOT 19) (AS SHOWN ON PLAT)

M. AFFIDAVIT TO THE PUBLIC REGARDING AN ON-SITE SEWAGE FACILITY AS RECORDED IN DOCUMENT NO. 2006103521 (LOT 19), OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO)

N. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT:
RECORDED: VOLUME 554, PAGE 135, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TYPE: USE OF ADJOINING PROPERTY

O. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID. (SUBJECT TO, IF APPLICABLE)

PAGE 4 OF 5
REF. FIELD NOTE NO. 45952

FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\52\PLAT\00\P-52.dgn


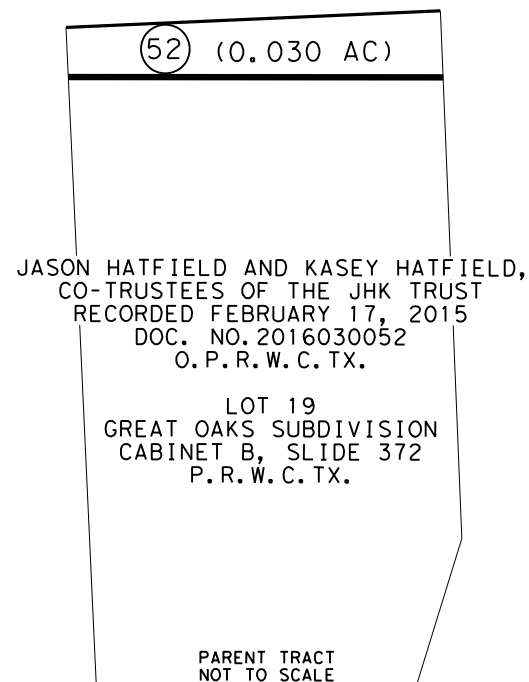
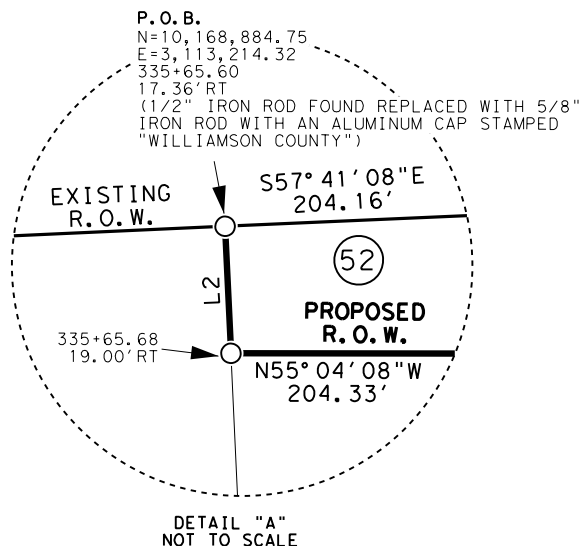
EXISTING	*2.311 AC.	ACQUIRE	0.030 AC.	REMAINING	2.281 AC. RIGHT
		4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300		RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF JASON HATFIELD AND KASEY HATFIELD, CO-TRUSTEES OF THE JHK TRUST PARCEL 52 0.030 AC. (1,288 SQ. FT.)	

EXHIBIT "A"

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C. TX. DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.R.W.C. TX. OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C. TX. OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- 2--- DISTANCE NOT TO SCALE
- Z--- DEED LINE (COMMON OWNERSHIP)



NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 - THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1952119, EFFECTIVE DATE DECEMBER 20, 2019, AND ISSUED DATE JANUARY 2, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 - SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
 - THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\52\PLAT\00\P-52.dgn

EXISTING	*2.311 AC.	ACQUIRE	0.030 AC.	REMAINING	2.281 AC. RIGHT
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Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JASON HATFIELD AND KASEY HATFIELD,
CO-TRUSTEES OF THE JHK TRUST
PARCEL 52
0.030 AC. (1,288 SQ. FT.)

PAGE 5 OF 5
REF. FIELD NOTE NO. 45952

Commissioners Court - Regular Session**48.****Meeting Date:** 05/25/2021

CR 366 Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Daryl R. Neans for right of way needed on the CR 366 project (Parcel 6). Funding Source: Road Bonds P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Neans Contract

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

05/20/2021 11:01 AM

Form Started By: Charlie Crossfield

Started On: 05/20/2021 10:44 AM

Final Approval Date: 05/20/2021

REAL ESTATE CONTRACT

CR 366 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **DARYL R. NEANS** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.0250 acre (1,088 square foot) tract of land, out of and situated in the W.J. Baker Survey, Abstract No. 65, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 6**); and

All of that certain 0.5140 acre (22,390 square foot) tract of land, out of and situated in the W.J. Baker Survey, Abstract No. 65, in Williamson County; being more particularly described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 6.1**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the portion of the Property described in Exhibit "A", and any improvements thereon, shall be the sum of TWO THOUSAND EIGHT HUNDRED TWENTY-NINE and 00/100 Dollars (\$2,829.00).

2.02. The Purchase Price for the portion of the Property described in Exhibit "B", and any improvements therein, shall be the sum of FIFTY-EIGHT THOUSAND TWO HUNDRED FOURTEEN and 00/100 Dollars (\$58,214.00).

Payment of Purchase Price

2.03. 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. The Property described in Exhibit "A" 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 May 15, 2021, 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 the State of Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to Williamson County, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "B", both free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed to the State of Texas shall be in the form as shown in Exhibit "C" attached hereto. The Deed to Williamson County shall be in the form as shown in Exhibit "D" attached hereto.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;

- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property.

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, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager'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:

Daryl R. Neans
Daryl R. Neans

Address: 1700 County Rd. 107
Hutto, Tx 78634

Date: 4/22/21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
710 Main Street, Suite 101
Bill Gravell, Jr.
Georgetown, Texas 78626
County Judge

Address:

Date: _____
00468203.DOC

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 1 of 5
March 23, 2021
Revision 2

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF a 1,088 square foot (0.0250 of one acre) parcel of land out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of that tract described as 0.53 acre conveyed to Daryl R. Neans by Warranty Deed with Vendor's Lien dated February 24, 2004, as recorded in Document No. 2004014708, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said 1,088 square foot (0.0250 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of County Road 366 (CR 366), at the northeast corner of said 0.53 of one acre Neans tract and in the south line of that tract described as 50.29 acres (save and except 4.581 acres) conveyed to D&L Land Development, LLC by Warranty Deed with Vendor's Lien dated February 6, 2019, as recorded in Document No. 2019009739, O.P.R.W.C.T., being at an angle point in the north line of that tract described as 2.076 acres conveyed to the State of Texas by deed, as recorded in Volume 830, Page 624, Deed Records, Williamson County, Texas (D.R.W.C.T.), and in the existing west right-of-way line of Carlos G. Parker Boulevard (Carlos G. Parker Blvd., 120 foot width), being 332.34 feet right of CR 366 Engineer's Baseline Station 39+95.54 and 321.62 feet right of Carlos G. Parker Engineer's Baseline Station 123+43.64, from which a 1/2-inch iron rod found bears S 63°29'20" W, a distance of 3.67 feet;

THENCE, S 68°17'07" W, along the proposed east right-of-way line of CR 366, being the north line of said 0.53 of one acre Neans tract and the south line of said 50.29 acre (save and except 4.581 acres) D&L Land Development tract, a distance of 232.34 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 366 for the **POINT OF BEGINNING**, 100.00 feet right of CR 366 Engineer's Baseline Station 39+94.52 and 328.36 feet right of Carlos G. Parker Engineer's Baseline Station 121+07.40, and having Surface Coordinates of North=10,191,681.81, East=3,205,915.22;

- 1) **THENCE**, S 21°27'49" E, crossing said 0.53 of one acre Neans tract, a distance of **70.96 feet** to a calculated point in the existing east right-of-way line of CR 366, being in the west line of said 0.53 of one acre Neans tract and north line of said 2.076 acre State of Texas tract;

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 2 of 5
March 23, 2021
Revision 2

PROPERTY DESCRIPTION FOR PARCEL 6

- 2) **THENCE, N 44°52'26" W**, along the west line of said 0.53 of one acre tract and the north line of said 2.076 acre State of Texas tract, a distance of **77.18 feet** to a TxDOT Type I Monument found (leaning) at the northwest corner of said 0.53 of one acre tract, being the northwest corner of said 2.076 acre State of Texas tract and being the southwest corner said 50.29 acres (save and except 4.581 acres) D&L Land Development tract, being in the existing east right-of-way line of CR 366;
- 3) **THENCE, N 68°17'07" E**, along the north line of said 0.53 of one acre Neans tract and the south line of said 50.29 acre (save and except 4.581 acres) D&L Land Development tract, a distance of **30.67 feet** to the **POINT OF BEGINNING** and containing 1,088 square feet (0.0250 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 3 of 5
March 23, 2021
Revision 2

PROPERTY DESCRIPTION FOR PARCEL 6

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 23rd day of March, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

T.R. Thomas

3/23/2021



Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 6 Rev2

LEGEND

- FOUND TxDOT TYPE I MONUMENT
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- CALCULATED POINT, NOT SET
- 1/2" IRON ROD W/ "MCGRAY & MCGRAY"
- CAP SET (UNLESS NOTED)
- (XXX) RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N.T.S.)
- POINT OF BEGINNING
- P.O.B.
- P.O.C.
- RIGHT-OF-WAY
- NOT TO SCALE
- BUILDING SETBACK LINE
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- PARCEL NUMBER FOR R.O.W. ACQUISITION
- (1)

NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
- PLATIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

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.

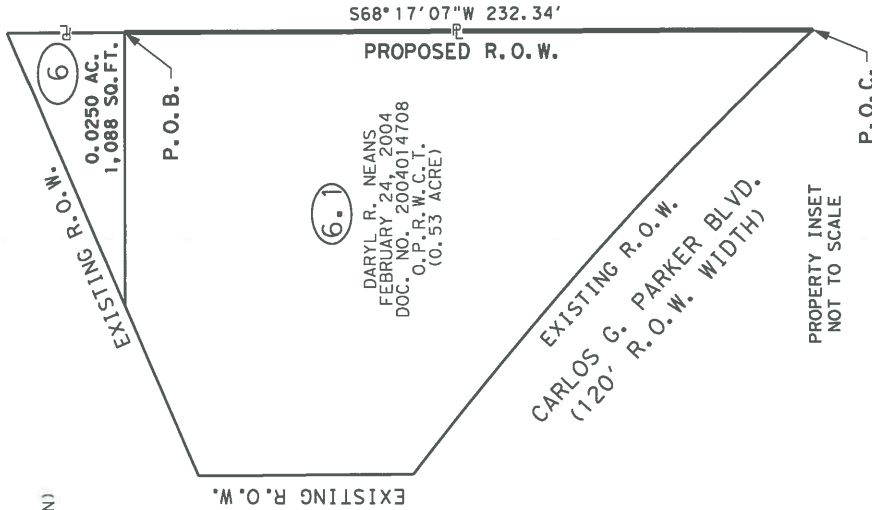
Troy R. Thomas

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

3/23/2021

DATE

W. J. BAKER SURVEY
ABSTRACT NO. 65
CR 366
(R.O.W. WIDTH VARIES)



568° 17' 07" W 232.34'
PROPOSED R.O.W.

0.0250 AC.
1,088 SQ. FT.

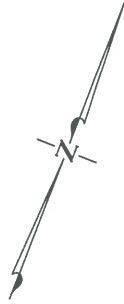
P.O.B.

(6.1)

DARYL R. NEANS
FEBRUARY 24, 2004
DOC. NO. 2004014708
O.P.R.W.C.T.
(0.53 ACRE)

EXISTING R.O.W.
CARLOS G. PARKER BLVD.
(120' R.O.W. WIDTH)

PROPERTY INSET
NOT TO SCALE



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2022293-GTN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 4, 2020, ISSUED DATE MAY 12, 2020.

- RESTRICTIVE COVENANTS: DOCUMENT NO. 2019043444, SUBJECT TO:
 - TEXAS POWER & LIGHT COMPANY ELECTRIC UTILITY EASEMENT AS DESCRIBED IN VOL. 281, PG. 314, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT.
 - JONAH WATER SUPPLY CORPORATION PIPELINE AS DESCRIBED IN VOL. 564, PG. 61, TEXAS- DEED RECORDS, WILLIAMSON COUNTY, TEXAS- BLANKET EASEMENT, UNABLE TO PLOT.

REVISIONS

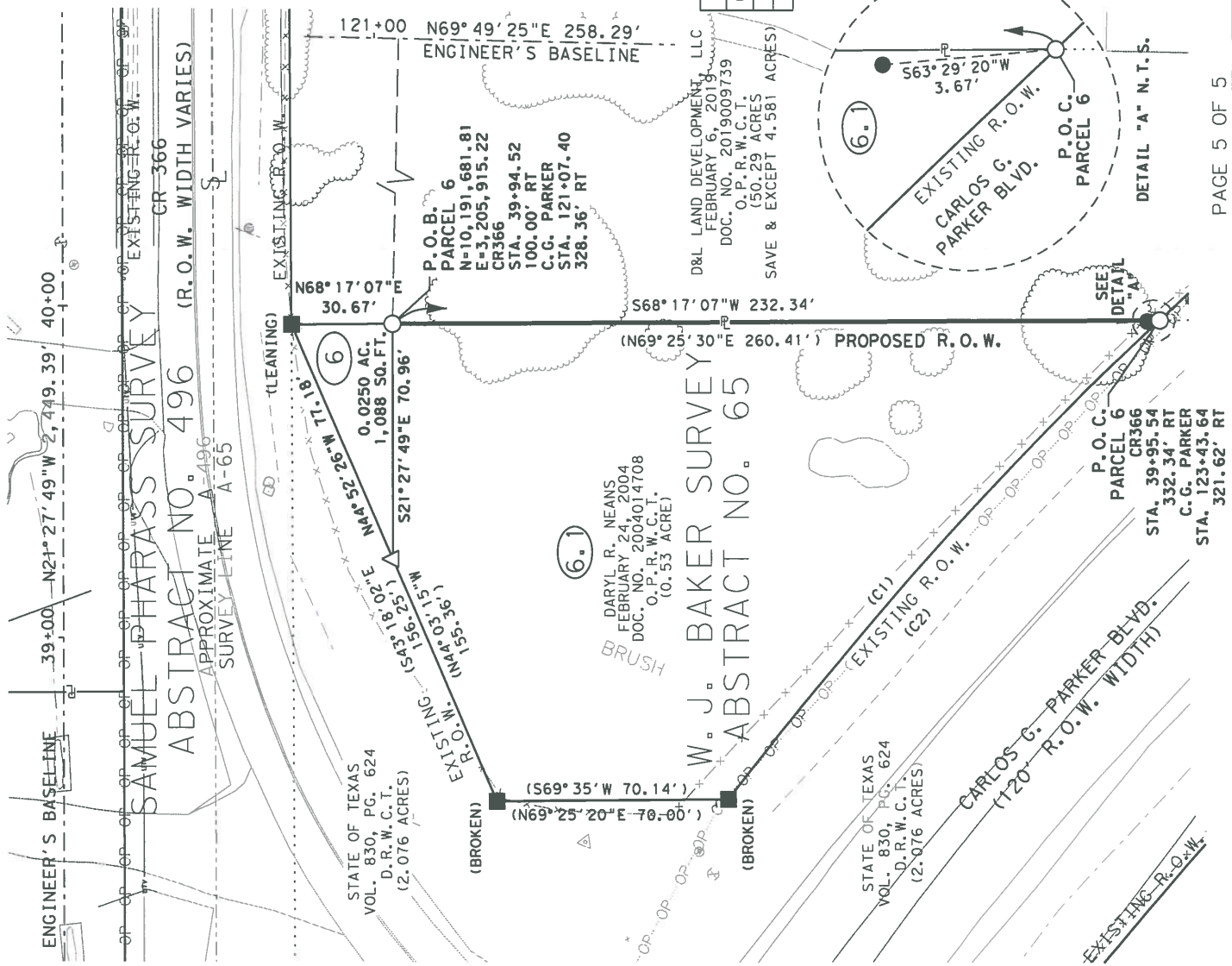
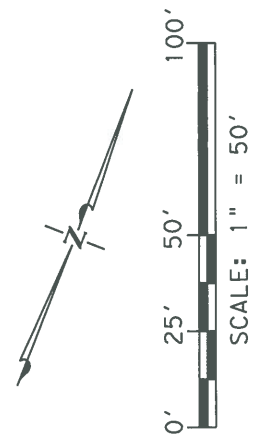
- 12/29/2020 - UPDATE TO PARCEL ACQUISITION AREA
- 3/23/2021 - UPDATE TO PARCEL ACQUISITION AREA

CALCULATED	ACQUISITION	REMAINING RT
0.5390 AC. (23,478 SQ. FT.)	0.0250 AC. (1,088 SQ. FT.)	0

MCGRAY & MCGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 6
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MARCH 2021 SCALE: N.T.S.



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
(C1)	(192.14')	(1,206.28')		(191.94') (S21°24'W)
(C2)	(196.38')	(1,205.916')		(196.15') (N22°08'08"E)


McGRAY & McGRAY
LAND SURVEYORS, INC.
 TBPELS SURVEY FIRM # 10095500
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591
 www.mcgray.com

PARCEL PLAT SHOWING
 PROPOSED R.O.W. AT
 PARCEL 6
 CR 366 - CARLOS G. PARKER BLVD.
 TO CHANDLER RD.
 WILLIAMSON COUNTY, TEXAS

DATE: MARCH 2021 SCALE: 1" = 50'

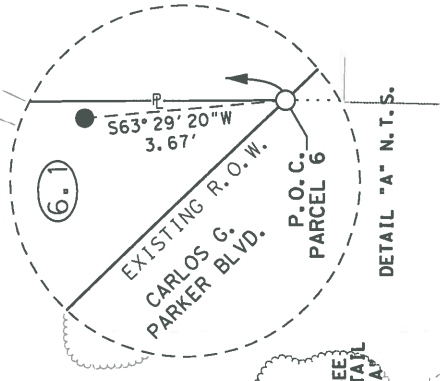


EXHIBIT "B"

County: Williamson

Highway: County Road 366

Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 1 of 5

March 23, 2021

PROPERTY DESCRIPTION FOR PARCEL 6.1

DESCRIPTION OF a 22,390 square foot (0.5140 of one acre) parcel of land out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of that tract described as 0.53 acre conveyed to Daryl R. Neans by Warranty Deed with Vendor's Lien dated February 24, 2004, as recorded in Document No. 2004014708, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said 22,390 square foot (0.5140 of one acre) parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 366, being in the north line of said 0.53 of one acre Neans tract and south line of that tract described as 50.29 acres (save and except 4.581 acres) conveyed to D&L Land Development, LLC by Warranty Deed with Vendor's Lien dated February 6, 2019, as recorded in Document No. 2019009739, O.P.R.W.C.T., 100.00 feet right of Engineer's Baseline Station 39+94.52 and 328.36 feet right of Carlos G. Parker Engineer's Baseline Station 121+07.40, and having Surface Coordinates of North=10,191,681.81, East=3,205,915.22;

- 1) **THENCE, N 68°17'07" E**, along the north line of said 0.53 of one acre Neans tract and the south line of said 50.29 acre (save and except 4.581 acres) D&L Land Development tract, a distance of **232.34 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the existing west right-of-way line of Carlos G. Parker Boulevard (Carlos G. Parker Blvd., 120 foot width), on a curve to the left, being at the northeast corner of said 0.53 of one acre Neans tract, the northeast corner of that tract described as 2.076 acres conveyed to the State of Texas by deed, as recorded in Volume 830, Page 624, Deed Records, Williamson County, Texas (D.R.W.C.T.), and being an angle point in the south line of said 50.29 acre (save and except 4.581 acres) D&L Land Development tract, 332.34 feet right of CR 366 Engineer's Baseline Station 39+95.54, and 321.62 feet right of Carlos G. Parker Engineer's Baseline Station 123+43.64, from which a 1/2-inch iron rod found bears S 63°29'20" W, a distance of 3.64 feet;

EXHIBIT "B"

County: Williamson

Highway: County Road 366

Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 2 of 5
March 23, 2021

PROPERTY DESCRIPTION FOR PARCEL 6.1

- 2) **THENCE, 195.01 feet** along the arc of said curve to the left, having a radius of **1,205.92 feet**, a delta angle of **09°15'55"**, a chord bearing of **S 20°38'35" W**, along the east line of said 0.53 acre Neans tract, the north line of said 2.076 acre State of Texas tract and the existing west right-of-way line of Carlos G. Parker Blvd., a chord distance of **194.80 feet** to a point at the southeast corner of said 0.53 acre Neans tract, being at an angle point in the north line of said 2.076 acre State of Texas tract, from which a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) Type I Monument found (broken) found bears **S 68°04'27" W**, a distance of 0.52 feet;
- 3) **THENCE, S 68°04'27" W**, along the south line of said 0.53 of one acre Neans tract and the north line of said 2.076 acre State of Texas tract, a distance of **70.07 feet** to a TxDOT Type I Monument found (broken) at the southwest corner of said 0.53 acre Neans tract, being at an angle point in the north line of said 2.076 acre State of Texas tract and in the existing east right-of-way line of County Road 366 (CR 366);
- 4) **THENCE, N 44°52'26" W**, along the west line of said 0.53 of one acre Neans tract, being the north line of said 2.076 acre State of Texas tract and the existing east right-of-way line of CR 366, a distance of **79.66 feet** to a calculated point;
- 5) **THENCE, N 21°27'49" W**, crossing said 0.53 of one acre Neans tract, a distance of **70.96 feet** to the **POINT OF BEGINNING** and containing 22,390 square feet (0.5140 of one acre) of land, more or less.;

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT "B"

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 3 of 5
March 23, 2021

PROPERTY DESCRIPTION FOR PARCEL 6.1

A parcel plat of even date was prepared in conjunction with this property description.


STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 23rd day of March, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



3/23/2021



Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 6.1

LEGEND

- FOUND TxDOT TYPE I MONUMENT
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- CALCULATED POINT, NOT SET
- 1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
- RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N.T.S.)
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT-OF-WAY
- NOT TO SCALE
- BUILDING SETBACK LINE
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T.
- PARCEL NUMBER FOR R.O.W. ACQUISITION

- P.O.B.
- P.O.C.
- R.O.W.
- N.T.S.
- B.L.
- D.R.W.C.T.
- O.R.W.C.T.
- O.P.R.W.C.T.
- P.R.W.C.T.

NOTES:

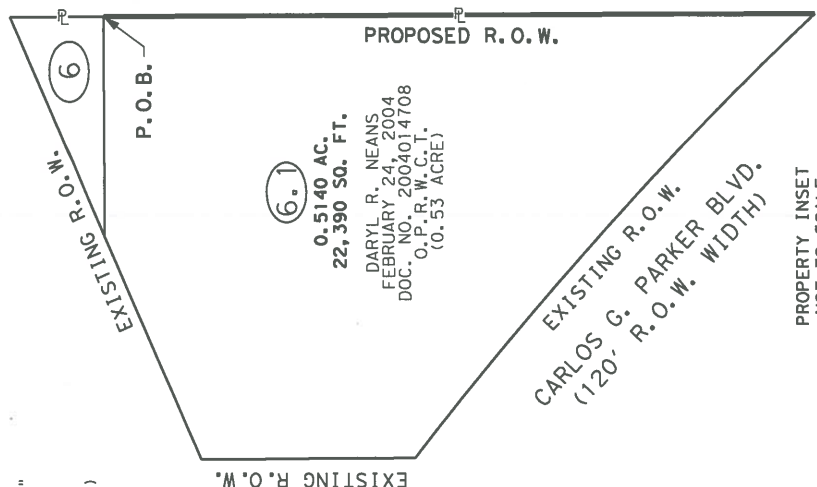
- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
- PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

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.

Mr. Thomas

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130
3/23/2021
DATE

W. J. BAKER SURVEY
ABSTRACT NO. 65
CR 366
(R.O.W. WIDTH VARIES)



PROPERTY INSET
NOT TO SCALE

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2022293-GTN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 4, 2020, ISSUED DATE MAY 12, 2020.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2019043444, SUBJECT TO:

10A. TEXAS POWER & LIGHT COMPANY ELECTRIC UTILITY EASEMENT AS DESCRIBED IN VOL. 281, PG. 314, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT.

B. JONAH WATER SUPPLY CORPORATION PIPELINE AS DESCRIBED IN VOL. 564, PG. 61, TEXAS- DEED RECORDS, WILLIAMSON COUNTY, TEXAS- BLANKET EASEMENT, UNABLE TO PLOT.

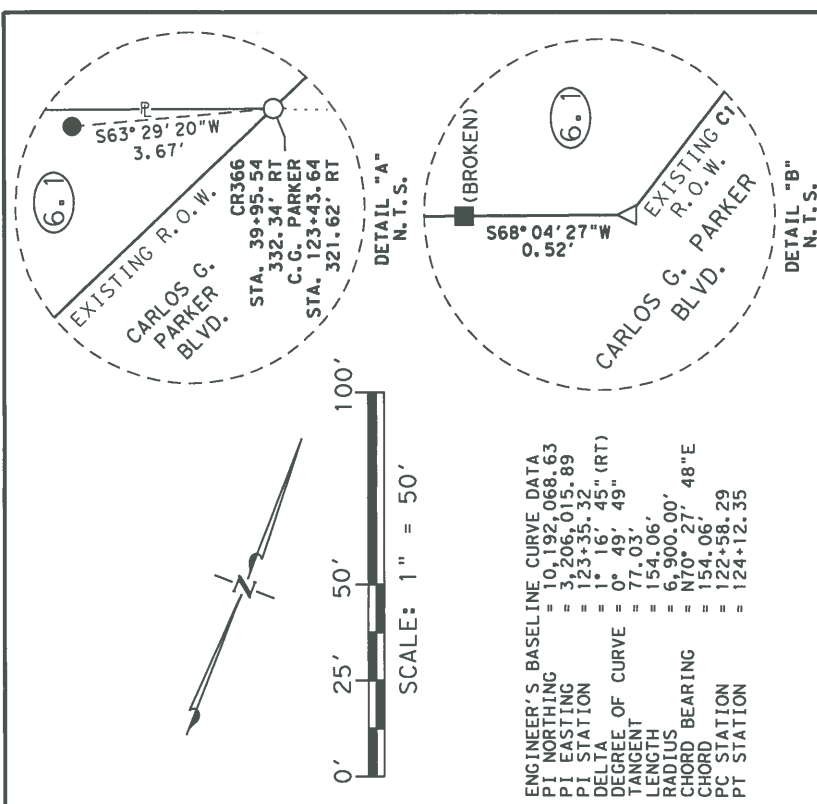
REVISIONS

CALCULATED	ACQUISITION	REMAINING RT
0.5390 AC. (23,478 SQ. FT.)	0.5140 AC. (22,390 SQ. FT.)	0

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 6.1
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MARCH 2021 SCALE: N.T.S.



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	195.01'	1,205.92'	09° 15' 55"	S20° 38' 35" W
(C2)	(192.14')	(1,206.28')		(S21° 24' W)
(C3)	(196.38')	(1,205.916')		(N22° 08' 08" E)

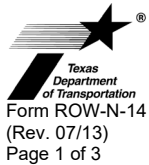


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PARCEL PLAT SHOWING
PROPOSED R. O. W. AT
PARCEL 6.1
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

EXHIBIT "C"

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 for record in the public records: your Social Security Number or your Driver's License Number.



DEED

CR366/FM 397 Intersection Right of Way

TxDOT ROW CSJ: 0320-04-028

Parcel No.: 6

Grantor(s), whether one or more:

Daryl R. Neans

Grantor's Mailing Address (including county):

_____ County

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701
Travis County

Consideration:

The sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. 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, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

Daryl R. Neans

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____
_____ by Daryl R. Neans, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

EXHIBIT "D"

Parcel 6.1

DEED

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 the **DARYL R. NEANS**, 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 0.5140 acre (22,390 square foot) parcel of land out of the W. J. Baker Survey, ABSTRACT NO. 65, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 6.1**)

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 by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

GRANTOR:

Daryl R. Neans

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Daryl R. Neans, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**49.****Meeting Date:** 05/25/2021

Interlocal Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Design and Installation of Temporary Traffic Signal with the Liberty Hill ISD.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LHISD Agreement

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

05/20/2021 11:15 AM

Form Started By: Charlie Crossfield

Started On: 05/20/2021 10:46 AM

Final Approval Date: 05/20/2021

**INTERLOCAL AGREEMENT REGARDING
DESIGN AND INSTALLATION OF TEMPORARY TRAFFIC SIGNAL**

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

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the Liberty Hill ISD (the "**LHISD**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the LHISD and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the LHISD desires to pay for the design and installation of a temporary traffic signal at the intersection of Ronald Reagan Blvd. and Santa Rita Blvd. (the "**LHISD Project**"); and

WHEREAS, the County desires to cooperate with the LHISD to facilitate the construction of the LHISD Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

1.1 General. The purpose of this Agreement is to provide for the County's installation of the LHISD Project at the approximate location shown on Exhibit "A."

1.02 Installation of LHISD Project. The County shall install the LHISD Project. The Parties agree that the LHISD Project is temporary, and that a permanent traffic signal will be installed by the County at a future date

**II.
CONSTRUCTION OF LHISD PROJECT**

2.01 General. The Parties mutually acknowledge and agree that the County shall, subject to the terms sated herein, construct all physical improvements that constitute the LHISD Project.

2.02 Design and Installation of LHISD Project. The County shall be responsible for design and installation of the LHISD project. The LHISD shall be solely responsible for payment of all costs related to the design and installation of the LHISD Project.

2.03 Permits. The County shall be responsible for obtaining permits, if any, required for the LHISD Project.

2.04 Maintenance. The County will maintain the LHISD Project upon completion, until a permanent signal is installed.

III. LHISD OBLIGATION

3.01 LHISD Project Design and Construction Costs. The LHISD shall be responsible for 100% of all costs related to the design and installation of the LHISD Project, currently estimated at \$290,000. The County shall submit invoices to LHISD for costs related to the design of and installation. Payments shall be due 30 days after the LHISD has received invoices for the LHISD Project from the County.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's

fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

5.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

5.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

LHISD:

Liberty Hill ISD
301 Forrest Street
Liberty Hill , TX 78642

COUNTY:

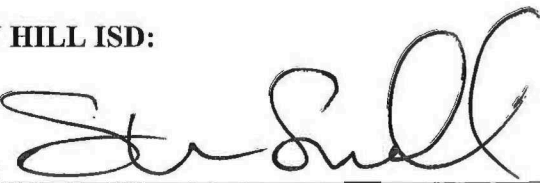
Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626

5.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

LIBERTY HILL ISD:

By: 
Printed Name: Steven Snell
Title: Superintendent

Date: May 11, 2021

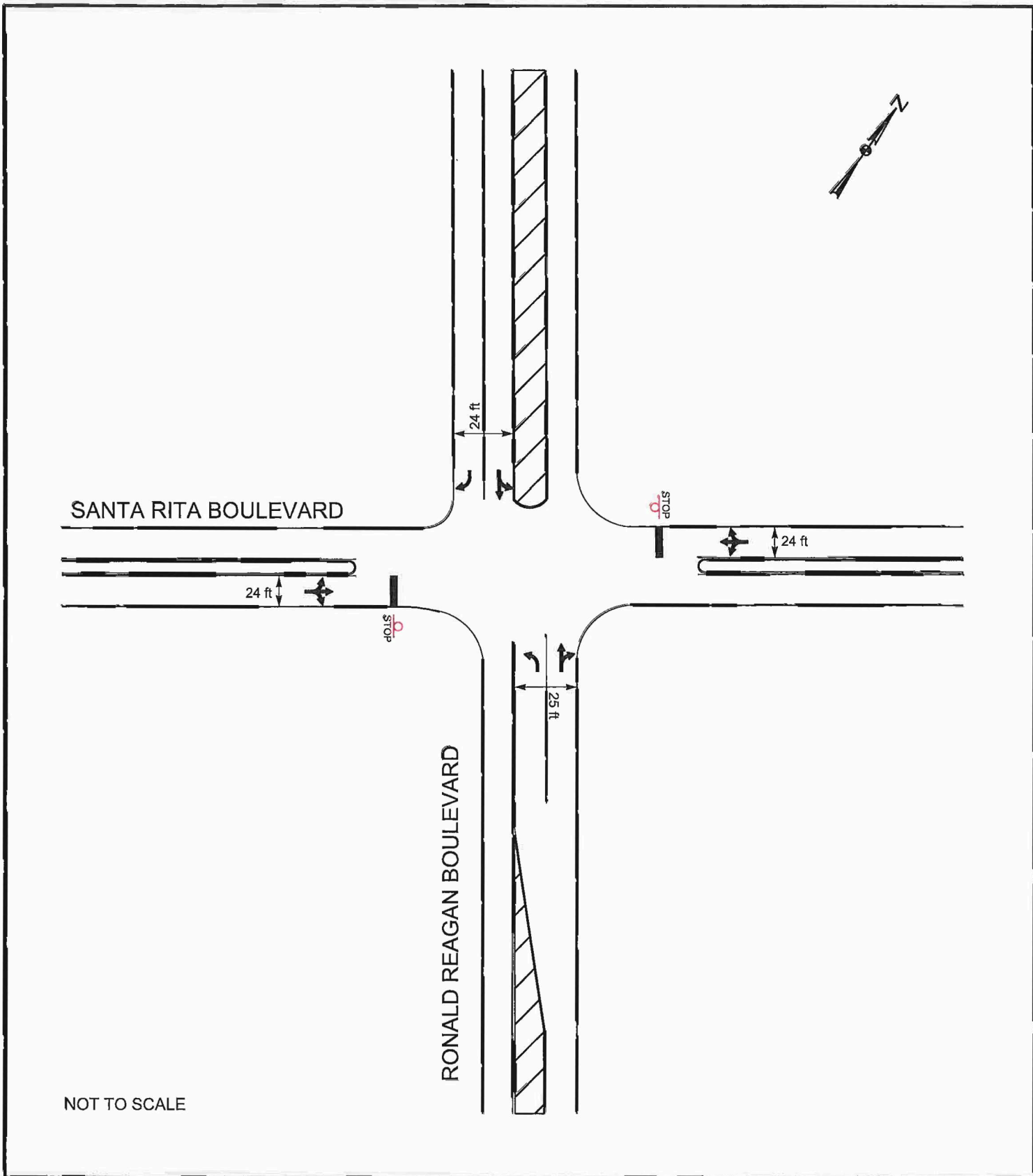
ATTEST:

County Clerk

WILLIAMSON COUNTY:

By: _____
Printed Name: Bill Gravell, Jr.
Title: County Judge

Date: _____



LEGEND

← TRAFFIC FLOW

RONALD REAGAN BOULEVARD
& SANTA RITA BOULEVARD

Commissioners Court - Regular Session

50.

Meeting Date: 05/25/2021

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 278
- d) Discuss the acquisition of real property for County Facilities.
- e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- f) Discuss the acquisition of real property for SH 29 @ DB Wood.
- g) Discuss the acquisition of real property for CR 366.
- h) Discuss the acquisition of real property for N. Mays.
- i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- j) Discuss the acquisition of real property for CR 111.
- k) Discuss the acquisition of real property for Corridor H
- l) Discuss the acquisition of real property for future SH 29 corridor.
- m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- n) Discuss the acquisition of right-of-way for Corridor C.
- o) Discuss the acquisition of right-of-way for Corridor F.
- p) Discuss the acquisition of right-of-way for Corridor D.
- q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- r) Discuss the acquisition of right-of-way for Reagan extension.
- s) Discuss the acquisition of real property near Justice Center.
- t) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- u) Discuss the acquisition of the MKT Right of Way
- v) Discuss acquisition of drainage easement in relation to County Road 176

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

- c) Discuss property usage at Longhorn Junction
 - d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
 - e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
 - f) Discuss the sale of property located at 900 S Main St., Taylor, 76574
- C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1
- D. Discuss the Cobb Cavern Conservation Easement Amendment

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: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 11:17 AM

Started On: 05/20/2021 10:48 AM

Commissioners Court - Regular Session**51.****Meeting Date:** 05/25/2021

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) Project Crystal
- c) Project Winston
- d) Project Solo
- e) Project Stamp
- f) Project Cutting Edge

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: 05/20/2021

Reviewed By

Andrea Schiele

Date

05/20/2021 11:26 AM

Started On: 05/20/2021 10:49 AM