

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**June 22, 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 – 30 )

3. Discuss, consider, and take appropriate action on a line item transfer for Constable Precinct #1.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0551-003002	Con 1 Veh. Equip	\$1,100
To	0100-0551-003005	Con 1 Office Furniture	\$1,100
From	0100-0551-003002	Con 1 Veh. Equip	\$1,350
To	0100-0551-003010	Con 1 Computer Equip	\$1,350

4. Discuss, consider, and take appropriate action on a line item transfer for Fire Marshal's Office.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0542-003101	Educational Training Supplies	\$680.00
To	0100-0542-004505	Software Maintenance	\$680.00

5. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

**Fiscal Impact**

---

From/To	Acct No.	Description	Amount
From	0200-0210-003553	Signs	\$50,000.00
From	0200-0210-003556	Aggregate/Rock Materials	\$50,000.00
To	0200-0210-003554	Chemicals, Roadside Spraying	\$100,000.00

6. Discuss, consider, and take appropriate action on approving a line item transfer for EMS.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > \$5,000	\$2,000
To	0100-0540-003003	Radio Equipment < \$5,000	\$2,000

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0475.003398	VideoTapes/CD/DVD	\$1,700.00
To	0100.0475.004541	Vehicle Repairs & Maint	\$1,700.00
From	0100.0475.004902	Co Atty Leg Supp	\$7,535.50
To	0100.0475.001107	Temp Labor-Seasonal Help	\$7,000.00
To	0100.0475.002010	FICA	\$535.50

8. Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's Office.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-004505	Software Maintenance	\$1,600.00
TO	0100-0499-004500	Hardware Maintenance	\$1,600.00

9. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #4.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	\$328,000
TO	0100-0454-004190	JP#4/Autopsies	\$328,000



10. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) 2013 John Deere CX-15 Batwing Shredder, pursuant to Tx. Local Gov't Code 263.152.
11. Discuss, consider, and take appropriate action on approving property tax collections for the month of May 2021 for the Williamson County Tax Assessor/Collector.
12. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
13. Discuss, consider and take appropriate action on accepting a donation in the amount of \$40.00 to the Williamson County Sheriff's Office Community Liaison Division pursuant to Tex. Loc. Gov't Code 81.032.
14. Discuss, consider, and take appropriate action on accepting a donation of 2 dog training e-collars to the Williamson County Sheriff's Office from Vested Interest in K9.
15. Discuss, consider and take appropriate action on approving an agreement between The Golf Club Star Ranch and Williamson County for an event space rental in the amount of \$4,592.94 and authorize the execution of the agreement.
16. Discuss, consider and take appropriate action on a Wastewater Easement and two Floodplain Drainage Easements between the City of Cedar Park, as Grantee, and Williamson County, as Grantor, in relation to the Champion Park.
17. Discuss, consider and take appropriate action on approving the quotation between Axon Enterprise, Inc and Williamson County for the purchase of standard battery packs in the amount of \$1,797.00, pursuant to Texas Smart Buy Contract #680-A1, and authorizing execution of the quote.
18. Discuss, consider and take appropriate action on approving the labor proposal between Williamson County and Unified Power in the amount of \$1,364.35 and authorize the execution of this agreement.
19. Discuss, consider and take appropriate action on authorizing the extension of Agreement #1903-307 Juvenile Food Services, Amendment 4, renewal option 2, for the same terms and conditions as the existing contract, with the exception of the Additional Services for incentive meals and Consumer Price Index (CPI) price changes, for the renewal period of July 1, 2021 – June 30, 2022, and is subject to Commissioners Court approval.
20. Discuss, consider and take appropriate action on approving the labor proposal between Williamson County and Carrier Corporation for HVAC repair services in the amount of \$3,460.00 per the terms of Buy Board contract #631-20 and by authorizing the execution of this agreement.

21. Discuss, consider and take appropriate action on approving the labor proposal between Williamson County and Carrier Corporation for HVAC repair services in the amount of \$13,620.00 per the terms of Buy Board contract #631-20 and by authorizing the execution of this agreement.
22. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$37,112.60 to expire on December 31, 2021 under Williamson County Contract for Environmental Services between SWCA Incorporated and Williamson County dated February 25, 2020 for CR 201 Environmental Services. Funding source: P499
23. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$33,905.07 to expire on December 31, 2021 under Williamson County Contract for Environmental Services between SWCA Incorporated and Williamson County dated February 25, 2020 for CR 255 Environmental Services. Funding source: P546
24. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$40,643.00 to expire on December 31, 2021 under Williamson County Contract for Engineering Services between Fugro USA Land, Inc. and Williamson County dated May 5, 2020 for On Call Materials Testing and Geotechnical Engineering CR 201 (CR 200 to Umbrella Sky) Phase 1. Funding source: P499
25. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Fugro USA Land, Inc and Williamson County dated May 5, 2020 for On Call Materials Testing and Geotechnical Engineering. Funding source: 01.0200.0210.004160
26. Discuss, consider and take appropriate action on rejecting proposals submitted on T4178 IFB Tradesman's Industrial Park and 79 Business Park Milling, Sealing and Overlay and authorize the Purchasing Agent to advertise and receive sealed proposals under the new T4609 IFB Tradesman's Industrial Park and 79 Business Park Improvements.
27. Discuss, consider and take appropriate action on awarding IFB #T4178 CR 175, Great Oaks Dr and Parkside Pkwy Milling and Overlay to Texas Materials Group, Inc. per the attachment and authorizing execution of the agreement.
28. Discuss, consider and take appropriate action on approval of the preliminary plat for the Arrowwood subdivision – Precinct 2.
29. Discuss, consider and take appropriate action on approval of the preliminary plat for the Carnley Two subdivision – Precinct 3.
30. Discuss, consider and take appropriate action on approval of the final plat for the Shilo Oaks subdivision – Precinct 4.

## **REGULAR AGENDA**

31. Discuss, consider, and take appropriate action on resolution recognizing Julie Calhoun-Bijou for her 32 years of service to Williamson County and Williamson County Juvenile Services upon her retirement June 30, 2021.
32. Discuss and take appropriate action on the Community Development Block Grant 2021 Action Plan.
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 acknowledging additional revenues for nondepartmental.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.364000	Sale of Surplus Property	\$19,000.00

34. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures in the General Fund.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0409.004520	Auction Make Ready	\$19,000.00

35. Discuss, consider and take appropriate action approving a salary grievance committee, including alternates.
36. Discuss, consider and take appropriate action regarding the Benefit Committee Budget recommendations for the 2022 Benefit Plan Year, plan changes, employer contributions, employee rates and retiree rates.
37. Discuss, consider and take appropriate action on approving the services contract between RITE Academy, LLC and Williamson County for Sheriff's Office training in the amount of \$33,100, and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemptions 262.024 (a)(4) a personal or professional service, and authorizing execution of the contract.
38. Discuss, consider and take appropriate action on approving Liability Release and Work Agreement Form related to short-term unpaid internships in the Williamson County Sheriff's Office to support operations and enhance recruitment.
39. Discuss, consider and take appropriate action on approving a blanket purchase order for fuel to Fuelman in the amount of \$156,000 pursuant to Omnia Partners contract #R161501.

40. Discuss, consider and take appropriate action on pay for medical staff in corrections.
41. 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.
42. Discuss, consider and take appropriate action on requesting the Williamson County Attorney to file a lawsuit to enjoin and restrain the City of Austin pursuant to Chapter 203 of the Texas Property Code in relation to the City of Austin's purchase of the property located at 10811 Pecan Park Boulevard, Building 2, Austin, Texas for purposes of operating and using such property in Williamson County for temporary or permanent housing of individuals in Williamson County, as well as seek any other relief available at law or in equity.
43. Receive updates on the Department of Infrastructure projects and issues.
44. Receive the June 2021 Construction Summary Report and PowerPoint Presentation.
45. Discuss, consider and take appropriate action on awarding IFB T4220 CR 313 From 1100' E of IH35 to 580' E of CR 332 Milling, Sealing and Overlay to the lowest responsive bidder Lone Star Paving and authorizing execution of the agreement.
46. Discuss, consider and take appropriate action on awarding IFB T4230 CR 258 Milling, Sealing and Overlay to the lowest responsive bidder Texas Material Group Inc and authorizing execution of the agreement.
47. Discuss, consider and take appropriate action on amending the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.
48. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigations on the CR 279 (Bagdad Road North) Project, a Road Bond Project in Commissioner Pct 2. (P343).
49. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the Utility Coordination/Relocation Services contract between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Corridor and Road Bond Programs. Project: On-Call. Fund Source: Corridor & Road Bonds.
50. Discuss, consider, and take appropriate action on a Contract Amendment No. 1 to the Flood Plain Maps Update (Atlas 14 Mapping) contract between Williamson County and Doucet & Associates, Inc. relating to the LRTP Program. P: 583 Fund Source: LRTP and CIP

51. Discuss, consider, and take appropriate action on a Contract Amendment No. 2 to the Flood Plain Maps Update (Atlas 14 Mapping) contract between Williamson County and Halff Associates, Inc. relating to the LRTP Program. P: 583 Fund Source: LRTP and CIP
52. Discuss, consider, and take appropriate action on a Contract Amendment No. 1 to the Flood Plain Maps Update (Atlas 14 Mapping) contract between Williamson County and AECOM Technical Services, Inc. relating to the LRTP Program. P: 583 Fund Source: LRTP and CIP
53. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (7.187 acres) required for the construction of SE Loop, and take appropriate action. (John and Mary Bigon/Parcel 89).
54. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.08 acres) required for the construction of SE Loop, and take appropriate action. (John and Mary Bigon/Parcel 93).
55. Discuss, consider and take appropriate action on a letter agreement with Hutto Community Development Corporation for easements needed on the SE Loop Project (Parcels 75-DE, 75-WE, 79-WE, 79-DE, 80 P1-WE, 80P1- DE) Funding Source: Rad Bonds P463

#### **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)."***

56. 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 and potential acquisition.

- 57.** 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

- 58.** 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 Bommer - EEOC Charge #451-2021-00920.

dd) Gary Haston - EEOC Charge #451-2021-01145.

ee) Civil Action No. 1:21-CV-480; Gloria Cowin, Individually and on behalf of the Estate Of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.

ff) Civil Action No. 21-481; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.

59. 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).
60. 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)

61. Discuss and take appropriate action concerning economic development.
62. Discuss and take appropriate action concerning real estate.
63. 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 Bomer - EEOC Charge #451-2021-00920.

dd) Gary Haston - EEOC Charge #451-2021-01145.

ee) Civil Action No. 1:21-CV-480; Gloria Cowin, Individually and on behalf of the Estate Of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.

ff) Civil Action No. Civil Action No. 21-481; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.

- 64.** 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.
- 65.** Comments from Commissioners.
- 66.** Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

---

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 18th day of June 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:** 06/22/2021

Line Item Transfer For Constable Pct. 1

**Submitted By:** Patrick Youngren, Constable Pct. #1**Department:** Constable Pct. #1**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Constable Precinct #1.

**Background**

Constable Pct. 1 is requesting two line item transfers.

- 1) to purchase three Workpro office chairs as a replacement for damaged chairs.
- 2) to purchase one replacement Fujitsu fi-7160 Document Scanner and one replacement HP LaserJet M501dn printer.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0551-003002	Con 1 Veh. Equip	\$1,100
To	0100-0551-003005	Con 1 Office Furniture	\$1,100
From	0100-0551-003002	Con 1 Veh. Equip	\$1,350
To	0100-0551-003010	Con 1 Computer Equip	\$1,350

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Patrick Youngren

Final Approval Date: 06/14/2021

**Reviewed By**

Andrea Schiele

Ashlie Holladay

**Date**

06/14/2021 02:26 PM

06/14/2021 07:55 PM

Started On: 06/14/2021 08:39 AM

**Commissioners Court - Regular Session****4.****Meeting Date:** 06/22/2021

LIT - FMSO Training Software Renewal

**Submitted For:** Hank Jones**Submitted By:** Hank Jones, Fire  
Marshal Special  
Operations**Department:** Fire Marshal Special Operations**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Fire Marshal's Office.

**Background**

Transfer of funds to cover the cost of Vector Solutions online training software renewal.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0542-003101	Educational Training Supplies	\$680.00
To	0100-0542-004505	Software Maintenance	\$680.00

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Hank Jones

Final Approval Date: 06/14/2021

**Reviewed By**

Andrea Schiele

Ashlie Holladay

**Date**

06/14/2021 02:31 PM

06/14/2021 05:13 PM

Started On: 06/14/2021 01:56 PM

**Commissioners Court - Regular Session****5.****Meeting Date:** 06/22/2021

Line item transfer for the Road and Bridge Division

**Submitted For:** Terron Evertson**Submitted By:** Kelly Murphy,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

**Background**

This transfer is necessary in order to continue with the County Roadside Vegetation Control Program.

---

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0200-0210-003553	Signs	\$50,000.00
From	0200-0210-003556	Aggregate/Rock Materials	\$50,000.00
To	0200-0210-003554	Chemicals, Roadside Spraying	\$100,000.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 06/15/2021

**Reviewed By**

Andrea Schiele

Ashlie Holladay

**Date**

06/15/2021 04:54 PM

06/15/2021 08:11 PM

Started On: 06/15/2021 03:29 PM

**Commissioners Court - Regular Session****6.****Meeting Date:** 06/22/2021

LIT - Radio Batteries

**Submitted By:** Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

Movement of funds to facilitate the purchase of portable radio batteries for EMS field use.

---

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0540-005700	Vehicles > \$5,000	\$2,000
To	0100-0540-003003	Radio Equipment < \$5,000	\$2,000

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 06/15/2021

**Reviewed By**

Andrea Schiele

Ashlie Holladay

**Date**

06/15/2021 04:53 PM

06/15/2021 08:11 PM

Started On: 06/15/2021 03:36 PM

**Commissioners Court - Regular Session****7.****Meeting Date:** 06/22/2021

Line Item Transfer

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

---

**Information****Agenda Item**

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

**Background**

This transfer is needed to cover part of the Vehicle Deductible that is owed due to hail damage during the hail storm earlier this year. The other transfer is requested from CA Leg Supplement to cover Temp Labor and associated FICA for the remaining of budget year.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0475.003398	VideoTapes/CD/DVD	\$1,700.00
To	0100.0475.004541	Vehicle Repairs & Maint	\$1,700.00
From	0100.0475.004902	Co Atty Leg Supp	\$7,535.50
To	0100.0475.001107	Temp Labor-Seasonal Help	\$7,000.00
To	0100.0475.002010	FICA	\$535.50

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Stephanie Lloyd

Final Approval Date: 06/16/2021

**Reviewed By**

Andrea Schiele

Ashlie Holladay

**Date**

06/16/2021 12:45 PM

06/16/2021 01:24 PM

Started On: 06/16/2021 08:58 AM

**Commissioners Court - Regular Session****8.****Meeting Date:** 06/22/2021

Budget line item transfer

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's Office.

**Background**

The line item transfer is from line item 004505 Software Maintenance to line item 004500 Hardware Maintenance. This budget transfer is requested to cover the annual hardware maintenance fee for the drive-thru lanes in the Cedar Park and Round Rock tax office locations. We failed to incorporate this amount in our initial budget requests as an oversight.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-004505	Software Maintenance	\$1,600.00
TO	0100-0499-004500	Hardware Maintenance	\$1,600.00

---

**Attachments**

Hamilton Vaultronics

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Judy Kocian

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

Ashlie Holladay

**Date**

06/17/2021 08:53 AM

06/17/2021 08:57 AM

Started On: 06/16/2021 04:09 PM





# CONTRACT INVOICE

**Invoice Number:** AR27984  
**Invoice Date:** 6/2/2021  
**Account Number:** WC01  
**Balance Due:** \$800.00

**Bill To:** Williamson County Facilities  
Tom Stanfield  
3101 SE Inner Loop  
Georgetown, Texas 78626

**Customer:** Williamson County Facilities  
350 Discovery Blvd  
Cedar Park, TX 78613

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
WC01	Net 30	7/2/2021	\$ 800.00	<b>\$ 800.00</b>
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
CN1880-01		\$ 800.00		7/29/2021	
Contract Remarks					

## Summary:

Contract base rate charge for the 7/29/2021 to 7/28/2022 billing period

\$800.00

\$800.00

## Detail:

### Equipment included under this contract

### Misc/Drive Up Lanes

Number	Serial Number	Base Adj.	Location
EQ2303		\$0.00	Williamson County Facilities 350 Discovery Blvd Cedar Park, TX 78613 (1) Hamilton XLR1000 Pneumatic System, One Way Video w/ 2 Teller Stations

### APPROVED FOR PAYMENT

Authorized Signature

Date

Budget Line Item

Amount

**RECEIVED**  
**JUN 10 2021**  
**TAX OFFICE**

Invoice SubTotal	\$800.00
Tax:	\$0.00
Invoice Total	\$800.00
<b>Balance Due:</b>	<b>\$800.00</b>

1050 N. Grove Rd. Richardson, TX 75081 972-994-0011



## CONTRACT INVOICE

**Invoice Number:** AR27985  
**Invoice Date:** 6/2/2021  
**Account Number:** WC01  
**Balance Due:** \$800.00

**Bill To:** Williamson County Facilities  
Tom Stanfield  
3101 SE Inner Loop  
Georgetown, Texas 78626

**Customer:** Williamson County Facilities  
1801 E. Old Settler's Blvd  
Suite 115  
Round Rock, TX

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
WC01	Net 30	7/2/2021	\$ 800.00	<b>\$ 800.00</b>
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
CN1881-01		\$ 800.00		7/31/2021	
Contract Remarks					

### Summary:

Contract base rate charge for the 7/31/2021 to 7/30/2022 billing period

\$800.00

\$800.00

### Detail:

#### Equipment included under this contract

#### Misc/Drive Up Lanes

Number	Serial Number	Base Adj.	Location
EQ2304		\$0.00	Williamson County Facilities 1801 E. Old Settler's Blvd Suite 115 Round Rock, TX (1) XLR1000 - One way video w/ 2 teller stations

RECEIVED  
JUN 10 2021  
TAX OFFICE

Invoice SubTotal	\$800.00
Tax:	\$0.00
Invoice Total	\$800.00
<b>Balance Due:</b>	<b>\$800.00</b>

**Commissioners Court - Regular Session****9.****Meeting Date:** 06/22/2021

Line Item Transfer

**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 #4.

**Background**

The autopsy line in JP4's budget has been depleted. We currently have \$118K worth of autopsy invoices sitting on the AP desk to be paid and a YTD spend of ~ \$296K for an average monthly spend of roughly \$52K. With four more months to go in this fiscal year, we are estimating another \$210K will be needed along with the \$118K to pay for invoices ready to go in AP.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	\$328,000
TO	0100-0454-004190	JP#4/Autopsies	\$328,000

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office (Originator)

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

Ashlie Holladay

Andrea Schiele

**Date**

06/17/2021 08:50 AM

06/17/2021 08:57 AM

06/17/2021 09:10 AM

Started On: 06/17/2021 08:25 AM

**Commissioners Court - Regular Session****10.****Meeting Date:** 06/22/2021

V/E Assets for Auction 6.22.21

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) 2013 John Deere CX-15 Batwing Shredder, pursuant to Tx. Local Gov't Code 263.152.

**Background**

Please see the attached list for details.

---

**Fiscal Impact**

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

**Attachments**

V/E Assets for Auction 6.22.21

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 06/16/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

06/16/2021 01:43 PM

06/16/2021 01:44 PM

Started On: 06/16/2021 01:28 PM

# Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1POCX15EEEP037250
Equipment/Door Number	2931
License Plate	N/A
Year	2013
Make	John Deere
Model	CX-15 Batwing Shredder
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Jeff Ivey 6/11/2021 7:25 AM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/11/2021 3:11 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 6/8/2021 1:45 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 6/16/2021 11:03 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 6/16/2021 11:08 AM

Vehicle Status Change

**Commissioners Court - Regular Session****11.****Meeting Date:** 06/22/2021

Property Tax Collections – May 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 collections for the month of May 2021 for the Williamson County Tax Assessor/Collector.

**Background**

---

**Fiscal Impact**

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

**Attachments**

050121-053121 GWI-RFM

050121-053121 GWI-RFM Graph

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 06/15/2021

**Reviewed By**

Andrea Schiele

**Date**

06/15/2021 04:59 PM

Started On: 06/15/2021 10:26 AM

**YEAR TO DATE - COLLECTION REPORT**  
**Williamson County - GWI/RFM Property Taxes**  
**May 31, 2021**

<b>Williamson County General Fund</b>	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2020	\$308,158,968.52	(\$246,235.02)	\$307,912,733.50	\$1,417,278.66	\$56,974.95	\$418.36	\$3,148,465.59	\$304,764,267.91	98.98%	99.12%	99.45%
2019 & Prior	\$2,639,554.36	(\$127,576.98)	\$2,511,977.38	\$23,834.05	\$7,926.86	\$547.14	\$1,997,219.95	\$514,757.43	20.49%	26.05%	
Rollbacks	\$205,016.50	\$484,921.61	\$689,938.11	\$11,385.09	\$0.00	\$0.00	\$321,280.05	\$368,658.06	53.43%	53.65%	
<b>Total All</b>	<b>\$311,003,539.38</b>	<b>\$111,109.61</b>	<b>\$311,114,648.99</b>	<b>\$1,452,497.80</b>	<b>\$64,901.81</b>	<b>\$965.50</b>	<b>\$5,466,965.59</b>	<b>\$305,647,683.40</b>	<b>98.24%</b>	<b>98.43%</b>	

<b>Williamson County RFM</b>	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2020	\$29,324,429.26	(\$15,984.01)	\$29,308,445.25	\$132,938.36	\$5,428.63	\$39.96	\$297,736.68	\$29,010,708.57	98.98%	99.13%	99.46%
2019 & Prior	\$236,694.34	(\$10,438.93)	\$226,255.41	\$2,338.25	\$751.17	\$52.34	\$176,661.70	\$49,593.71	21.92%	27.67%	
Rollbacks	\$19,357.23	\$45,916.94	\$65,274.17	\$1,080.31	\$0.00	\$0.00	\$30,503.52	\$34,770.65	53.27%	53.48%	
<b>Total All</b>	<b>\$29,580,480.83</b>	<b>\$19,494.00</b>	<b>\$29,599,974.83</b>	<b>\$136,356.92</b>	<b>\$6,179.80</b>	<b>\$92.30</b>	<b>\$504,901.90</b>	<b>\$29,095,072.93</b>	<b>98.29%</b>	<b>98.48%</b>	

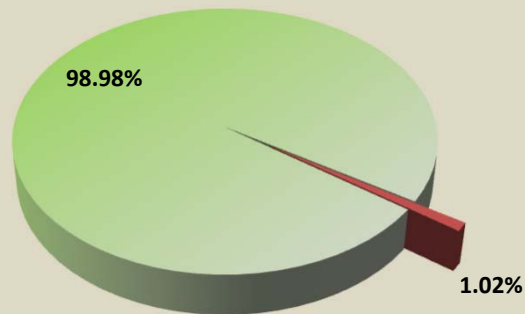
2020 COMBINED MONTHLY BREAKDOWN

Oct-20	\$340,584,020.21	\$48,576.33	\$340,632,596.54	\$13,001,526.10	\$34,211.86	\$4,307.92	\$327,626,762.52	\$13,005,834.02
Nov-20	\$340,632,596.54	(\$59,194.11)	\$340,573,402.43	\$20,672,503.84	\$23,708.08	\$4,391.67	\$306,890,672.90	\$33,682,729.53
Dec-20	\$340,573,402.43	(\$2,584.05)	\$340,570,818.38	\$178,144,338.83	\$26,270.02	(\$0.05)	\$128,743,750.07	\$211,827,068.31
Jan-21	\$340,570,818.38	(\$72,663.42)	\$340,498,154.96	\$113,388,008.11	\$20,791.57	\$2,172.71	\$15,280,905.83	\$325,217,249.13
Feb-21	\$340,498,154.96	\$29,724.36	\$340,527,879.32	\$3,788,835.33	\$196,844.15	(\$69,903.81)	\$11,591,698.67	\$328,936,180.65
Mar-21	\$340,527,879.32	(\$84,988.54)	\$340,442,890.78	\$3,281,890.14	\$169,896.19	\$1,112.40	\$8,223,707.59	\$332,219,183.19
Apr-21	\$340,442,890.78	\$226,997.66	\$340,669,888.44	\$932,884.18	\$86,935.69	\$776.44	\$7,517,044.63	\$333,152,843.81
May-21	\$340,669,888.44	\$44,735.38	\$340,714,623.82	\$1,588,854.72	\$71,081.61	\$1,057.80	\$5,971,867.49	\$334,742,756.33

### Year to Date Collection Report Thru May, 2021

YTD Collected YTD Uncollected

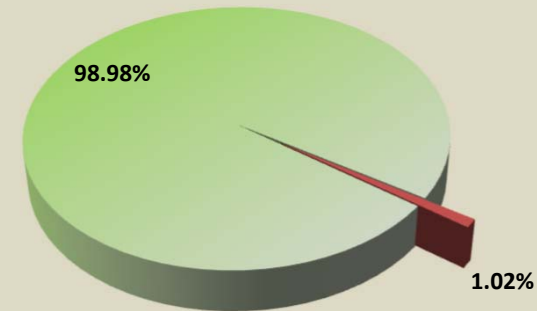
**GW**



### Year to Date Collection Report Thru May, 2021

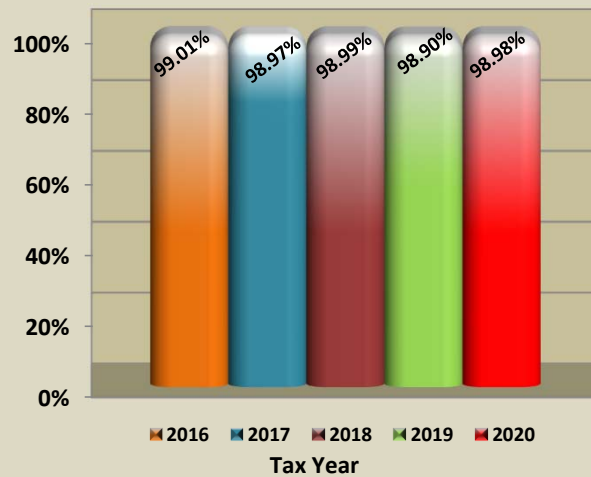
YTD Collected YTD Uncollected

**RFM**



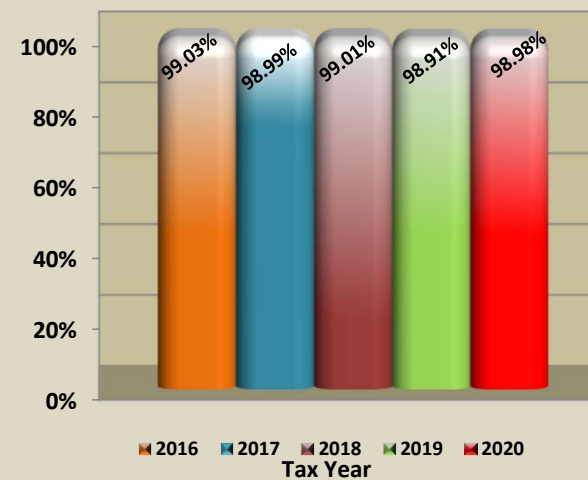
### Percent of Roll Collected Comparison 2016-2020

**GW**



### Percent of Roll Collected Comparison 2016-2020

**RFM**





**Commissioners Court - Regular Session****12.****Meeting Date:** 06/22/2021

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
---------	----------	-------------	--------

**Attachments**

Merit Report

Merit LIT

---

**Form Review****Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 06/17/2021

**Reviewed By**

Rebecca Clemons

Andrea Schiele

**Date**

06/17/2021 08:13 AM

06/17/2021 09:07 AM

Started On: 06/16/2021 11:56 AM

Department	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Justice of the Peace 1	Court Administrator I.0971.001100.	13500	\$41,581.54	0.80%	\$332.65	MERIT	25-Jun-21
Justice of the Peace 1	PT Court Clerk I.9997.001101.	15578	\$32,473.21	0.45%	\$146.13	MERIT	25-Jun-21
Justice of the Peace 1	Court Clerk II.0978.001100.	11447	\$38,346.55	0.90%	\$345.12	MERIT	25-Jun-21
Justice of the Peace 1	Court Clerk I.0975.001100.	15276	\$33,187.63	0.90%	\$298.69	MERIT	25-Jun-21
Justice of the Peace 1	Court Clerk I.0973.001100.	15576	\$32,473.21	0.90%	\$292.26	MERIT	25-Jun-21
Justice of the Peace 1	Chief Court Administrator.0972.001100.	15016	\$58,946.94	1.00%	\$589.47	MERIT	25-Jun-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0451	001100	1858.19	
01	0100	0451	001101	146.13	
01	0100	0451	001130		2004.32
01	0545	0545	001100		3167.16
01	0545	0545	001101	3167.16	

Correction from 5.04.21 LIT

Correction from 5.04.21 LIT

**Commissioners Court - Regular Session****13.****Meeting Date:** 06/22/2021

Donation to the Community Liaison Div. for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting a donation in the amount of \$40.00 to the Williamson County Sheriff's Office Community Liaison Division pursuant to Tex. Loc. Gov't Code 81.032.

**Background**

During the Junior Deputy Academy event, the Williamson County Sheriff's Office Community Liaison Division received \$40.00 in cash donations. This donation will be used for the next Junior Deputy Academy in July.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 06/15/2021

**Reviewed By**

Andrea Schiele

**Date**

06/15/2021 04:56 PM

Started On: 06/15/2021 11:41 AM

**Commissioners Court - Regular Session****14.****Meeting Date:** 06/22/2021

Donation from Vested Interest in K9

**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 donation of 2 dog training e-collars to the Williamson County Sheriff's Office from Vested Interest in K9.

**Background**

The dog training e-collars are being donated as an additional thank you for participation in the Vested Interest in K9s, Inc 2021 Calendar event fundraiser. The value of each e-collar is \$239.99 for a total donation of \$479.98.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Peggy Braun

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 11:45 AM

Started On: 06/17/2021 08:10 AM

**Commissioners Court - Regular Session****15.****Meeting Date:** 06/22/2021

The Golf Club at Star Ranch

**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 an agreement between The Golf Club Star Ranch and Williamson County for an event space rental in the amount of \$4,592.94 and authorize the execution of the agreement.

**Background**

This lease is for the Tax Office annual staff retreat. Lease is for the event space from 8am-5pm and breakfast and lunch meals for 65 people in the amount of \$4592.94. The number may increase or decrease based on the number of attendees. This expenditure will be charged to 01.0100.0499.004232. Department contact is Judy Kocian.

---

**Fiscal Impact**

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

**Attachments**

The Golf Club at Star Ranch

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Laura Zavala

Final Approval Date: 06/16/2021

**Reviewed By**

Laura Zavala

Andrea Schiele

**Date**

06/16/2021 01:19 PM

06/16/2021 01:41 PM

Started On: 06/15/2021 09:26 AM



## Private Event Agreement

Group Name: **Williamson County Meeting**

Contact Name: **Judy Kocian**

Phone Number: **512-943-1954**

Email: Judy Kocian <jkocian@wilco.org>

Deposit Amount: **\$500.00**

Deposit Due Date: **5/20/2021**

Date of Event: **Monday, October 11, 2021**

Time of Event: 8am-5pm **Initial Here**

# Of Persons: 65

Menu Choice: **See Below**

Food & Beverage:

Room Rental: **Star Ball Room - \$3371.97**

**Food & Beverage \$1300.00**

**\*\*Room Rental and F&B charges based on guest count of 65 people. These numbers may increase or decrease based on the number of attendees.**

Estimated Total Amount Due: **\$4592.94**

Unless otherwise noted all Food & Beverage is subject to 8.25% tax & 18% gratuity.

Only food and beverage is applicable towards food and beverage minimums.

Rental fees, ceremony fees, gratuity, sales tax, and other service fees

Do not count towards the food & beverage minimum.

If group is claiming tax exemption a Texas Sales and Use  
Tax Exemption Certificate must be on file with Star Ranch.

**X** **Initial Here**

Thank you for choosing Star Ranch for your event. We look forward to hosting your special occasion and making it memorable!

Full payment of all event fees will be due on **October 11, 2021**. If full payment is not received by this date, the event will be cancelled. **X**

**Initial Here**

Payment will be in the form of cash or check (made payable to The Golf Club Star Ranch) or credit card (Visa, MasterCard, or American Express). We will not hold bookings past the deposit due date. Additionally, the course must receive a guarantee as to the number of persons no later than 10 days prior to the event on **October 1, 2021**. If no notification is given, the number of persons listed on this contract becomes the guarantee. If more people show up on the day of the event than the number guaranteed number, we will attempt to accommodate them, however no guarantees are made. **X**

**Initial Here**

The customer is responsible for proper conduct of all persons, use and care of the facilities and equipment. The group and chairperson are liable for any damage to person, the facilities and equipment caused by the event or its participants. All guests must adhere to all Star Ranch rules & regulations throughout the event. All children under the age of 16 must have adult supervision at all times. Guests on Star Ranch property for this event may not consume alcohol. Any guest caught

violating this policy will have the alcohol confiscated. Star Ranch reserves the right to ask guests to leave the property who violate this policy. X \_\_\_\_\_ Initial Here

**This is strictly enforced.**

**Menu:**

**Brunch Buffet**

Seasonal Fresh Fruit Display  
Scrambled Eggs  
Breakfast Potatoes with Sautéed Peppers & Onions  
Sausage Links  
Sausage Patties  
Breakfast Ham  
Bacon  
French Toast  
Served with Tea, Coffee, & Juice Service

**\$10.00 per person**

**Lunch Buffet**

Chicken Fried Chicken with Brown & Cream Gravy  
Served with Fresh Market Salad (with choice of 3 dressings)  
Whipped Mashed Potatoes  
Steamed Vegetables  
Rolls & Butter  
Served with Tea, Water & Coffee Service

**Dessert**

**Cake Service—Choice of Up to 4 Flavors (Based on 65 Guests)**

**Soda Service**

**\$10.00 per person**

**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.

**Cancellation policy:**

Should you decide at any time to cancel the banquet/meeting at The Golf Club Star Ranch, the following terms will be applied to your organization based on the receipt of a written cancellation request:

\* If written cancellation is received more than 60 days prior to scheduled event, the booking deposit will be held as payment.



\* If written cancellation is received more than 30 but less than 60 days prior to scheduled event, the booking deposit is retained by The Golf Club Star Ranch and 50% of the original cost of the scheduled event is due and payable to The Golf Club Star Ranch.

\* If written cancellation is received less than 30 days prior to the scheduled event, the booking deposit is retained by The Golf Club Star Ranch and 75% of the original cost of the scheduled event is due and payable to The Golf Club Star Ranch.

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Sales Manager: \_\_\_\_\_

Date: 4/14/21

#### **Credit Card Authorization**

I authorize The Golf Club Star Ranch to charge any outstanding event charges to the credit card listed below. I understand that in the event that payment is not made in full on the day of the event this card will be billed for all outstanding charges.

Type of card: \_\_\_\_\_

Credit card number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Name as it appears on credit card: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**Commissioners Court - Regular Session****16.****Meeting Date:** 06/22/2021

Wastewater Easement and two Floodplain Drainage Easements - Champion Park

**Submitted For:** Russell Fishbeck**Submitted By:** Russell Fishbeck, Parks**Department:** Parks**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Wastewater Easement and two Floodplain Drainage Easements between the City of Cedar Park, as Grantee, and Williamson County, as Grantor, in relation to the Champion Park.

**Background**

During the site development planning review process for the parking lot expansion project at Champion Park, the City of Cedar Park Engineering and Public Works Departments determined: (1) that an existing public easement did not exist for a section of wastewater line that goes from the middle of this property up to Brushy Creek Road, and (2) a need for two drainage easements for fully developed un-detained 100 year floodplain utilizing Atlas 14.

---

**Fiscal Impact**

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

**Attachments**

Wastewater Easement - Champion Park

Floodplain Drainage Easement - 1.1562 acres - Champion Park

Floodplain Drainage Easement - 3.7942 acres - Champion Park

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

06/11/2021 04:58 PM

Form Started By: Russell Fishbeck

Started On: 06/10/2021 04:21 PM

Final Approval Date: 06/11/2021

## WASTEWATER EASEMENT

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

That, **Williamson County, Texas** hereinafter referred to as GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Grantors in hand paid by the City of Cedar Park, Texas situated in Williamson and Travis Counties, hereinafter called GRANTEE, the receipt and sufficiency of which hereby acknowledged and confessed, and for which no lien, or encumbrance expressed or implied, is retained, have this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto Grantee, a perpetual, non-exclusive, wastewater easement for the installation, construction, operation, maintenance, monitoring, replacement, upgrade, repair, or removal of public utilities, lines and facilities, and connections therewith, upon, across, and beneath all or any portion of the following described property, to-wit:

A tract of land consisting of 0.1376 acres more or less, being more particularly described in the attached Exhibit "A", which includes a field note description and sketch, and which is incorporated herein and made a part of for all purposes ("Easement Tract").

TO HAVE AND TO HOLD the same perpetually unto Grantee and Grantee's successors and assigns, together with the right and privilege to enter and use all or part of the Easement Tract, at any and all times for the forgoing purposes. Grantor hereby covenants and binds Grantor and its successors and assigns to WARRANT and FOREVER DEFEND all and singular the Easement unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under such Grantor, but not otherwise.

Grantor reserves the right to enter upon and use the Easement Tract, but in no event shall Grantor use the Easement Tract in any manner which materially interferes with or is inconsistent with the rights granted hereunder.

Nothing herein shall be construed as or create any obligation, duty, or responsibility for Grantee to construct, operate, inspect, monitor, maintain, repair, remove, replace or upgrade, or make connections with the improvements, or related appurtenances on the Easement Tract or to the facilities. While Grantee has the right to maintain the Easement Tract, it shall be Grantors' obligation to maintain the Easement Tract in accordance with the standards set forth in the City of Cedar Park Code of Ordinances.

The easement and rights and obligations set forth in this wastewater easement are covenants running with the land, shall bind and inure to the benefit Grantor, Grantee, their respective successors and assigns, and any owner of any interest in the Easement Tract or benefitted property.

**GRANTOR:**

**WILLIAMSON COUNTY, TEXAS,**

By: \_\_\_\_\_  
Name: Bill Gravell, Jr., County Judge

**\*\*\*\*\* NOTARY ACKNOWLEDGEMENT \*\*\*\*\***

The foregoing instrument was executed before me by Judge Bill Gravell, Jr., County Judge of Williamson County, Texas on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas

**ACCEPTED:**

**CITY OF CEDAR PARK, TEXAS**

\_\_\_\_\_  
Darwin Marchell, Director of Engineering

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.1376 ACRE (5,995 SQUARE FEET), OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.703 ACRE TRACT (DESCRIBED AS EXHIBIT "A", AKA CHAMPION PARK) CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.1376 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:



PO Box 90876  
Austin, TX 78709  
512.537.2384  
jward@4wardls.com  
[www.4wardls.com](http://www.4wardls.com)

**BEGINNING**, at a calculated point in the southeast right-of-way line of Brushy Creek Road (Right-of-way varies), and being in the northwest line of said Champion Park, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 60D nail found an angle point in the southeast right-of-way line of said Brushy Creek Road, and being an angle point in the northwest line of said Champion Park tract bears, S61°31'08"W, a distance of 35.40 feet;

**THENCE**, with the southeast right-of-way line of said Brushy Creek Road and the northwest line of said Champion Park, N61°31'08"E, a distance of **15.84** feet to a calculated point for the northeast corner hereof, from which a 60D nail found an angle point in the southeast right-of-way line of said Brushy Creek Road, and being an angle point in the northwest line of said Champion Park bears, N61°31'08"E, a distance of 242.91 feet;

**THENCE**, leaving the southeast right-of-way line of said Brushy Creek Road and the northwest line of said Champion Park, over and across said Champion Park, the following three (3) courses and distances:

- 1) S09°42'06"E, a distance of **222.44** feet to a calculated point for an angle point hereof,
- 2) S30°13'31"E, a distance of **122.47** feet to a calculated point for an angle point hereof, and
- 3) N89°44'11"E, a distance of **26.01** feet to a calculated point for the southeast corner hereof, said point being an angle point in the north line of a wastewater easement dedicated in Document No. 199983742 (O.P.R.W.C.T.);

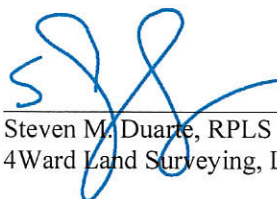
**THENCE**, continuing over and across said Champion Park, with the north line of said wastewater easement, S25°36'09"W, a distance of **45.36** feet to a calculated point for the southwest corner hereof,

**THENCE**, leaving the north line of said wastewater easement, continuing over and across said Champion Park, the following two (2) courses and distances:

- 1) N30°13'31"W, a distance of **163.65** feet to a calculated point for an angle point hereof, and
- 1) N09°42'06"W, a distance of **220.06** feet to the **POINT OF BEGINNING**, and containing 0.1376 Acre (5,995 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000119770998. See attached sketch (reference drawing: 00324 WWE.dwg)

  
Steven M. Duarte, RPLS #5940  
4Ward Land Surveying, LLC

6/3/21





**BRUSHY CREEK ROAD  
(R.O.W. VARIES)**

(N61°30'01"W 294.10")  
(N61°31'08"E 294.15')

242.91'

[A]  
-CHAMPION PARK-  
CALLED 32.703 ACRES  
(DESCRIBED AS  
EXHIBIT "A")  
WILLIAMSON COUNTY  
DOC. NO. 2011066293  
O.P.R.W.C.T.

**P.O.B.**  
GRID N: 10,159,478.86  
GRID E: 3,107,558.15

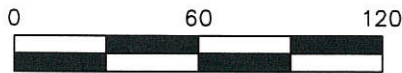
35.40'  
N09°42'06"W 220.06'  
S09°42'06"E 222.44'

**WASTEWATER  
EASEMENT**  
0.1376 ACRE(S)  
5,995 SQUARE FEET

PROPOSED  
DRAINAGE  
EASEMENT

S30°13'31"E 122.47'  
N30°13'31"W 163.65'

WASTEWATER EASEMENT  
DOC. NO. 199983742



GRAPHIC SCALE: 1" = 60'

**0.1376 ACRE  
WASTEWATER EASEMENT  
City of Cedar Park,  
Williamson County, Texas**

**4WARD**  
*Land Surveying*  
A Limited Liability Company

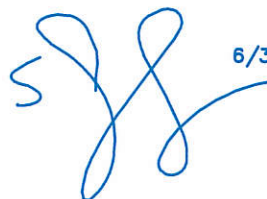
PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPLS FIRM #10174300

Date:	6/3/2021
Project:	00324
Scale:	1" = 60'
Reviewer:	SMD
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N61°31'08"E	15.84'
L2	N89°44'11"E	26.01'
L3	S25°36'09"W	45.36'

LEGEND	
	PROPOSED EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD FOUND (UNLESS NOTED)
	CALCULATED POINT
	MAG NAIL FOUND
P.O.B.	POINT OF BEGINNING
DOC. NO.	DOCUMENT NUMBER
VOL./PG.	VOLUME, PAGE
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DOCUMENT NO. 2011066293



 6/3/2021

#### NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000119770998.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

**0.1376 ACRE  
WASTEWATER EASEMENT  
City of Cedar Park,  
Williamson County, Texas**



PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPLS FIRM #10174300

Date:	6/3/2021
Project:	00324
Scale:	1" = 60'
Reviewer:	SMD
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	2 OF 2

**NOTICE OF CONFIDENTIALITY RIGHTS:** If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

## **FLOODPLAIN DRAINAGE EASEMENT**

**Date:** \_\_\_\_\_ 20\_\_\_\_

**Grantor:** **WILLIAMSON COUNTY, TEXAS**

**Grantor's Address:** 710 Main Street, Suite 101  
Georgetown, Texas 78626

**City:** **CITY OF CEDAR PARK**, a Texas home-rule municipal corporation situated in the counties of Travis, and Williamson

**City's Address:** 450 Cypress Creek, Bldg. 1  
Cedar Park, Texas 78613

**Easement Tract:** All that parcel of land situated in Williamson County, Texas, described in the attached **Exhibit A**

**Easement Duration:** Perpetual

**Easement Purpose:** To operate, use, monitor, and inspect the Facilities

**Facilities:** Floodplain drainage areas which convey and receive the flow of storm-water in the 100-year floodplain as established from time to time by the City's Drainage Criteria Manual or successor manual

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

**Non-Permitted Activity:** Except as allowed by City permit, any permanent or temporary fence, the addition of any fill, or any structure which obstructs the flow of storm-water in the Easement Tract

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, on, and across the Easement Tract for the



Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, (iii) any and all rights and appurtenances pertaining to use of the Easement Tract, and (iv) the right, but not the obligation, to maintain the Easement Tract (collectively, the "**Easement**").

**TO HAVE AND TO HOLD** the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

Executed effective the Date first above stated.

Grantor:           **WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Name: Bill Gravell, Jr., County Judge

STATE OF TEXAS           §  
COUNTY OF WILLIAMSON   §

Before me, the undersigned notary, on this day personally appeared Judge Bill Gravell, Jr., County Judge of Williamson County, Texas, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_ 20\_\_.

[Seal]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**ACCEPTED:**  
CITY OF CEDAR PARK, TEXAS

\_\_\_\_\_  
Darwin Marchell, Director of Engineering  
After recording, please return to: City of Cedar Park Engineering Department, ATTN:  
Emily Truman, 450 Cypress Creek Road, Bldg. 1, Cedar Park, Texas 78613.

EXHIBIT "A"

(Flood Plain Easement)  
John H. Dillard Survey, Abstract No. 179

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 1.1562 ACRES (50,365 SQUARE FEET), OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.703 ACRE TRACT (DESCRIBED AS EXHIBIT "A", AKA CHAMPION PARK) CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 1.1562 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:



PO Box 90876  
Austin, TX 78709  
512.537.2384  
jward@4wards.com  
[www.4wards.com](http://www.4wards.com)

**BEGINNING**, at a 1/2-inch iron rod with "Interstate Surveying" cap found at an angle point in the north line of a called 25.215 acre tract conveyed to Williamson County in Document No. 2003006271 (O.P.R.W.C.T.), and being the southeast corner of Lot 6, Block A of Wilson Subdivision, recorded in Document No. 2019049764 (O.P.R.W.C.T.), and being the southwest corner of said Champion Park, for the southwest corner and **POINT OF BEGINNING** hereof;

**THENCE**, with the common line of said Lot 6 and said Champion Park, **N20°55'32"W**, a distance of **153.84** feet to a calculated point for the northwest corner hereof, from which a 1/2-inch iron rod with "Wallace" cap found in the east line of Lot 3, Block A of said Wilson Subdivision, and being the southeast corner of Unit 109 of Wilson Trace Condominiums, recorded in Document No. 2020023199 (O.P.R.W.C.T.), and being in the west line of said Champion Park bears, **N20°55'32"W**, a distance of **164.72** feet;

**THENCE**, leaving the common line of said Lot 6 and said Champion Park, over and across said Champion Park, the following eight (8) courses and distances:

- 1) **N82°25'47"E**, a distance of **75.72** feet to a calculated point for an angle point hereof,
- 2) **N73°43'16"E**, a distance of **77.06** feet to a calculated point for an angle point hereof,
- 3) **N68°59'08"E**, a distance of **42.41** feet to a calculated point for an angle point hereof,
- 4) **N66°50'35"E**, a distance of **102.82** feet to a calculated point for an angle point hereof,
- 5) **N56°30'45"E**, a distance of **106.56** feet to a calculated point for an angle point hereof,
- 6) **N79°19'13"E**, a distance of **13.00** feet to a calculated point for an angle point hereof,
- 7) **N35°56'04"E**, a distance of **10.02** feet to a calculated point for an angle point hereof, and
- 8) **N80°49'25"E**, a distance of **14.49** feet to a calculated point for the northeast corner hereof, said point being in the north line of said Williamson County 25.215 acre tract, and being in the south line of said Champion Park;

**THENCE**, with the common line of said Williamson County 25.215 acre tract and said Champion Park, the following two (2) courses and distances:

- 1) **S32°38'10"W**, a distance of **362.83** feet to a 1/2-inch iron rod with "Interstate Surveying" cap found for the southeast corner hereof, and
- 2) **N88°53'11"W**, a distance of **154.39** feet to the **POINT OF BEGINNING**, and containing 1.1562 Acres (50,365 Square Feet) more or less.

**NOTE:**

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000119770998. See attached sketch (reference drawing: 00324 FPE-2.dwg)



6/3/21

Steven M. Duarte, RPLS #5940  
4Ward Land Surveying, LLC





**JOHN H.  
DILLARD  
SURVEY  
ABSTRACT  
NO. 179**



-CHAMPION PARK-  
CALLED 32.703 ACRES  
(DESCRIBED AS  
EXHIBIT "A")  
WILLIAMSON COUNTY  
DOC. NO. 2011066293  
O.P.R.W.C.T.

UNIT 109  
[B]

WALLACE

WASTEWATER  
EASEMENT  
DOC. NO.  
199983742

LOT 3

BLOCK A  
WILSON SUBDIVISION  
DOC. NO. 2019049764  
O.P.R.W.C.T.

LOT 6

**FLOOD PLAIN  
EASEMENT**  
1.1562 ACRE(S)  
50,365 SQUARE FEET

P.O.B.

GRID N: 10,158,005.93  
GRID E: 3,107,061.32

**1.1562 ACRES  
FLOOD PLAIN EASEMENT  
City of Cedar Park,  
Williamson County, Texas**

**4WARD**  
Land Surveying  
A Limited Liability Company

PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPLS FIRM #10174300

Date:	6/3/2021
Project:	00324
Scale:	1" = 60'
Reviewer:	SMD
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N82°25'47"E	75.72'
L2	N73°43'16"E	77.06'
L3	N68°59'08"E	42.41'
L4	N56°30'45"E	106.56'
L5	N79°19'13"E	13.00'
L6	N35°56'04"E	10.02'
L7	N80°49'25"E	14.49'

[A]  
 CALLED 25.215 ACRES  
 WILLIAMSON COUNTY  
 DOC. NO. 2003006271  
 O.P.R.W.C.T.

[B]  
 WILSON TRACE  
 CONDOMINIUMS  
 DOC. NO.  
 2020023199  
 O.P.R.W.C.T.

LEGEND	
	PROPOSED EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD FOUND (UNLESS NOTED)
	IRON ROD WITH "INTERSTATE SURVEYING" CAP FOUND (UNLESS NOTED)
	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DOCUMENT NO. 2007071970
[.....]	RECORD INFORMATION PER DOCUMENT NO. 2014001291



6/2/2021

#### NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000119770998.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

**1.1562 ACRES  
 FLOOD PLAIN EASEMENT  
 City of Cedar Park,  
 Williamson County, Texas**

**4WARD**  
 Land Surveying  
 A Limited Liability Company  
 PO Box 90876, Austin Texas 78709  
 WWW.4WARDLS.COM (512) 537-2384  
 TBPLS FIRM #10174300

Date:	6/3/2021
Project:	00324
Scale:	1" = 60'
Reviewer:	SMD
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	2 OF 2



**NOTICE OF CONFIDENTIALITY RIGHTS:** If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

## **FLOODPLAIN DRAINAGE EASEMENT**

**Date:** \_\_\_\_\_ 20 \_\_\_\_\_

**Grantor:** **WILLIAMSON COUNTY, TEXAS**

**Grantor's Address:** 710 Main Street, Suite 101  
Georgetown, Texas 78626

**City:** **CITY OF CEDAR PARK**, a Texas home-rule municipal corporation situated in the counties of Travis, and Williamson

**City's Address:** 450 Cypress Creek, Bldg. 1  
Cedar Park, Texas 78613

**Easement Tract:** All that parcel of land situated in Williamson County, Texas, described in the attached **Exhibit A**

**Easement Duration:** Perpetual

**Easement Purpose:** To operate, use, monitor, and inspect the Facilities

**Facilities:** Floodplain drainage areas which convey and receive the flow of storm-water in the 100-year floodplain as established from time to time by the City's Drainage Criteria Manual or successor manual

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

**Non-Permitted Activity:** Except as allowed by City permit, any permanent or temporary fence, the addition of any fill, or any structure which obstructs the flow of storm-water in the Easement Tract

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, on, and across the Easement Tract for the

Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, (iii) any and all rights and appurtenances pertaining to use of the Easement Tract, and (iv) the right, but not the obligation, to maintain the Easement Tract (collectively, the "**Easement**").

**TO HAVE AND TO HOLD** the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

Executed effective the Date first above stated.

Grantor:           **WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Name: Bill Gravell, Jr., County Judge



STATE OF TEXAS           §  
COUNTY OF WILLIAMSON   §

Before me, the undersigned notary, on this day personally appeared Judge Bill Gravell, Jr., County Judge of Williamson County, Texas, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_ 20 \_\_\_\_.

[Seal]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**ACCEPTED:**  
CITY OF CEDAR PARK, TEXAS

\_\_\_\_\_  
Darwin Marchell, Director of Engineering  
After recording, please return to: City of Cedar Park Engineering Department, ATTN:  
Emily Truman, 450 Cypress Creek Road, Bldg. 1, Cedar Park, Texas 78613.

Legal Description

**BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 3.7942 ACRES (165,274 SQUARE FEET), OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.703 ACRE TRACT (DESCRIBED AS EXHIBIT "A", AKA CHAMPION PARK) CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 3.7942 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:**



PO Box 90876  
Austin, TX 78709  
512.537.2384  
jward@4wardls.com  
[www.4wardls.com](http://www.4wardls.com)

**COMMENCING**, at a 60D nail found at an angle point in the southeast right-of-way line of Brushy Creek Road (Right-of-way varies), and being an angle point in the northwest line of said Williamson County tract, from which a 60D nail found in the southeast right-of-way line of said Brushy Creek Road, and being an angle point in the northwest line of said Williamson County tract bears, S61°31'08"W, a distance of 294.15 feet;

**THENCE**, with the southeast right-of-way line of said Brushy Creek Road and the northwest line of said Williamson County tract, N53°54'22"E, a distance of 837.76 feet to a calculated point at the southwest corner of a called 2.316 acre tract conveyed to Williamson County in Document No. 2005006578 (O.P.R.W.C.T.), and being the northwest corner of said Champion Park;

**THENCE**, leaving the southeast right-of-way line of said Brushy Creek Road, with the common line of said Williamson County 2.316 acre tract and said Champion Park, S40°07'33"E, a distance of 19.67 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** hereof;

**THENCE**, continuing with the common line of said Williamson County 2.316 acre tract and said Champion Park, S40°07'33"E, a distance of 62.76 feet to a calculated point for the northeast corner hereof, said point being in the northwest line of a called 25.215 acre tract conveyed to Williamson County in Document No. 2003006271 (O.P.R.W.C.T.), and being the northeast corner of said Champion Park;

**THENCE**, with the common line of said Williamson County 25.215 acre tract and said Champion Park, S32°38'10"W, a distance of 1554.34 feet to a calculated point for the southeast corner hereof, from which a 1/2-inch iron rod with "Interstate Surveying" cap found at an angle point in the common line of said Williamson County 25.215 acre tract and said Champion Park bears, S32°38'10"W, a distance of 856.28 feet;

**THENCE**, leaving the common line of said Williamson County 25.215 acre tract and said Champion Park, over and across said Champion Park, the following thirty-five (35) courses and distances:

- 1) N18°13'58"E, a distance of 9.35 feet to a calculated point for an angle point hereof,
- 2) N29°34'09"E, a distance of 116.07 feet to a calculated point for an angle point hereof,
- 3) N23°14'09"E, a distance of 34.12 feet to a calculated point for an angle point hereof,
- 4) N06°25'52"E, a distance of 57.84 feet to a calculated point for an angle point hereof,
- 5) S55°16'27"W, a distance of 87.91 feet to a calculated point for an angle point hereof,
- 6) N01°17'36"E, a distance of 20.60 feet to a calculated point for an angle point hereof,
- 7) N39°35'22"E, a distance of 20.64 feet to a calculated point for an angle point hereof,
- 8) N48°14'29"E, a distance of 42.64 feet to a calculated point for an angle point hereof,

- 9) N65°16'05"E, a distance of 12.15 feet to a calculated point for an angle point hereof,
- 10) N36°02'38"E, a distance of 20.59 feet to a calculated point for an angle point hereof,
- 11) N21°14'04"E, a distance of 140.67 feet to a calculated point for an angle point hereof,
- 12) S79°47'43"E, a distance of 14.32 feet to a calculated point for an angle point hereof,
- 13) N55°00'04"E, a distance of 17.62 feet to a calculated point for an angle point hereof,
- 14) N47°25'03"E, a distance of 16.92 feet to a calculated point for an angle point hereof,
- 15) N62°34'14"E, a distance of 22.76 feet to a calculated point for an angle point hereof,
- 16) N85°28'17"E, a distance of 18.84 feet to a calculated point for an angle point hereof,
- 17) N42°33'40"E, a distance of 9.21 feet to a calculated point for an angle point hereof,
- 18) N04°45'19"W, a distance of 10.22 feet to a calculated point for an angle point hereof,
- 19) N66°52'39"W, a distance of 63.28 feet to a calculated point for an angle point hereof,
- 20) N15°51'47"W, a distance of 14.53 feet to a calculated point for an angle point hereof,
- 21) N25°38'03"E, a distance of 131.68 feet to a calculated point for an angle point hereof,
- 22) N29°36'58"E, a distance of 179.86 feet to a calculated point for an angle point hereof,
- 23) N25°08'25"E, a distance of 68.72 feet to a calculated point for an angle point hereof,
- 24) N30°07'42"E, a distance of 74.71 feet to a calculated point for an angle point hereof,
- 25) N37°05'48"E, a distance of 89.49 feet to a calculated point for an angle point hereof,
- 26) N38°39'03"E, a distance of 174.62 feet to a calculated point for an angle point hereof,
- 27) N40°27'23"E, a distance of 58.57 feet to a calculated point for an angle point hereof,
- 28) N26°13'11"E, a distance of 47.33 feet to a calculated point for an angle point hereof,
- 29) N27°19'10"E, a distance of 21.64 feet to a calculated point for an angle point hereof,
- 30) N12°09'55"W, a distance of 17.34 feet to a calculated point for an angle point hereof,
- 31) N33°29'38"E, a distance of 13.20 feet to a calculated point for an angle point hereof,
- 32) N52°43'52"E, a distance of 199.89 feet to a calculated point for an angle point hereof,
- 33) N16°19'34"E, a distance of 8.99 feet to a calculated point for an angle point hereof,
- 34) N51°08'28"E, a distance of 48.23 feet to a calculated point for an angle point hereof, and
- 35) S40°07'33"E, a distance of 62.76 feet to the **POINT OF BEGINNING**, and containing 3.7942 Acres (165,274 Square Feet) more or less.

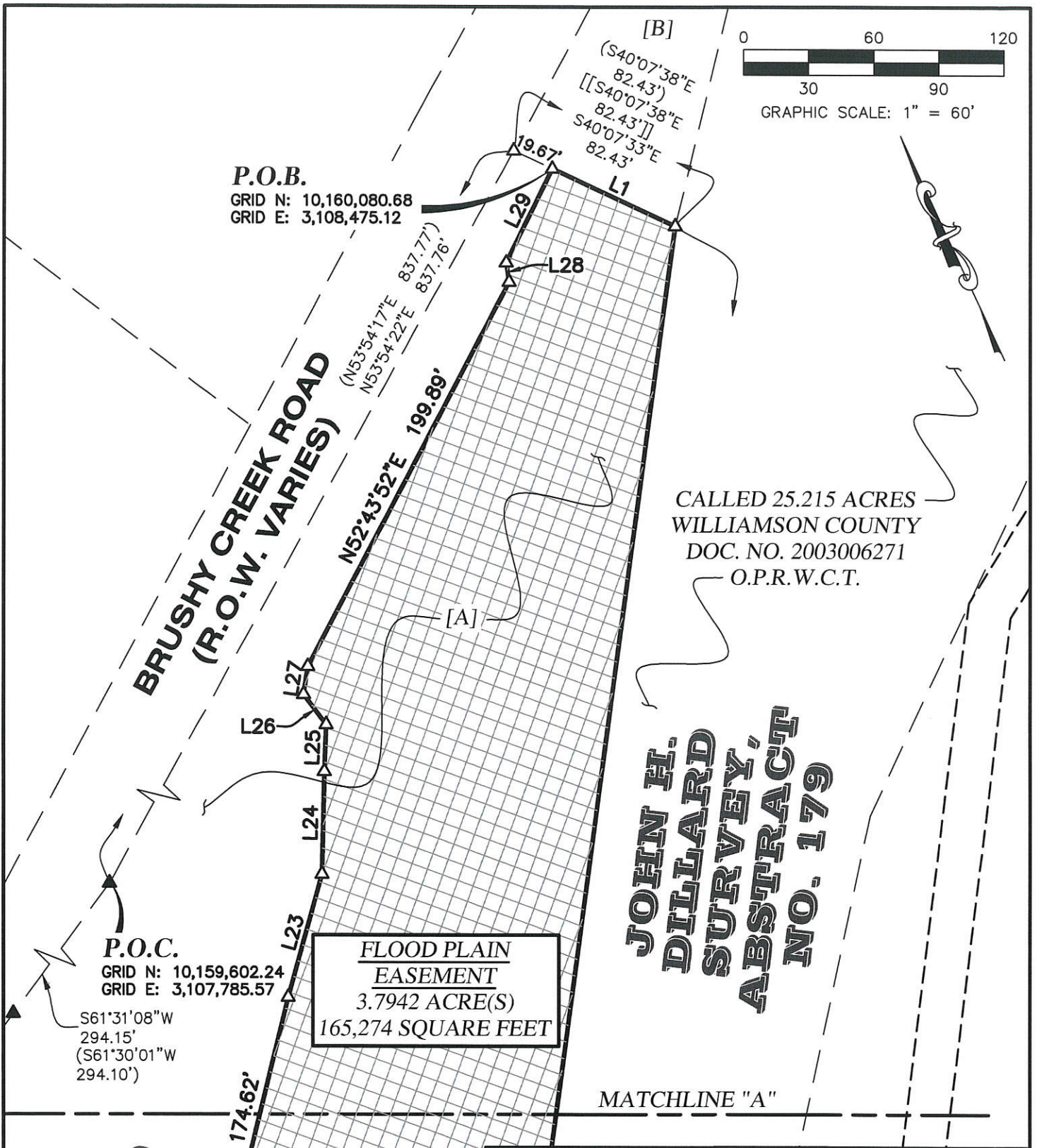
**NOTE:**

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000119770998. See attached sketch (reference drawing: 00324 FPE-1.dwg)

  
6/3/21  
Steven M. Duarte, RPLS #5940  
4Ward Land Surveying, LLC







**3.7942 ACRES  
FLOOD PLAIN EASEMENT  
City of Cedar Park,  
Williamson County, Texas**



PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPLS FIRM #10174300

Date:	6/3/2021
Project:	00324
Scale:	1" = 60'
Reviewer:	SMD
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	1 OF 5



**JOHN H. DILLARD  
SURVEY,  
ABSTRACT NO. 179**

294.10')

MATCHLINE "A"

[A]  
-CHAMPION PARK-  
CALLED 32.703 ACRES  
(DESCRIBED AS  
EXHIBIT "A")  
WILLIAMSON COUNTY  
DOC. NO. 2011066293  
O.P.R.W.C.T.

CALLED  
25.215 ACRES  
WILLIAMSON  
COUNTY  
DOC. NO.  
2003006271  
O.P.R.W.C.T.

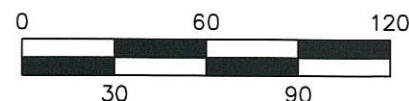
FLOOD PLAIN  
EASEMENT  
3.7942 ACRE(S)  
165,274 SQUARE FEET

S32°38'10"W 1,554.34'  
S32°38'10"W 2,410.62'  
(S32°38'05"W 2,410.64')  
[S32°38'05"W 2,410.64']

N29°36'58"E 179.86'

N38°39'03"E 174.62'

MATCHLINE "B"



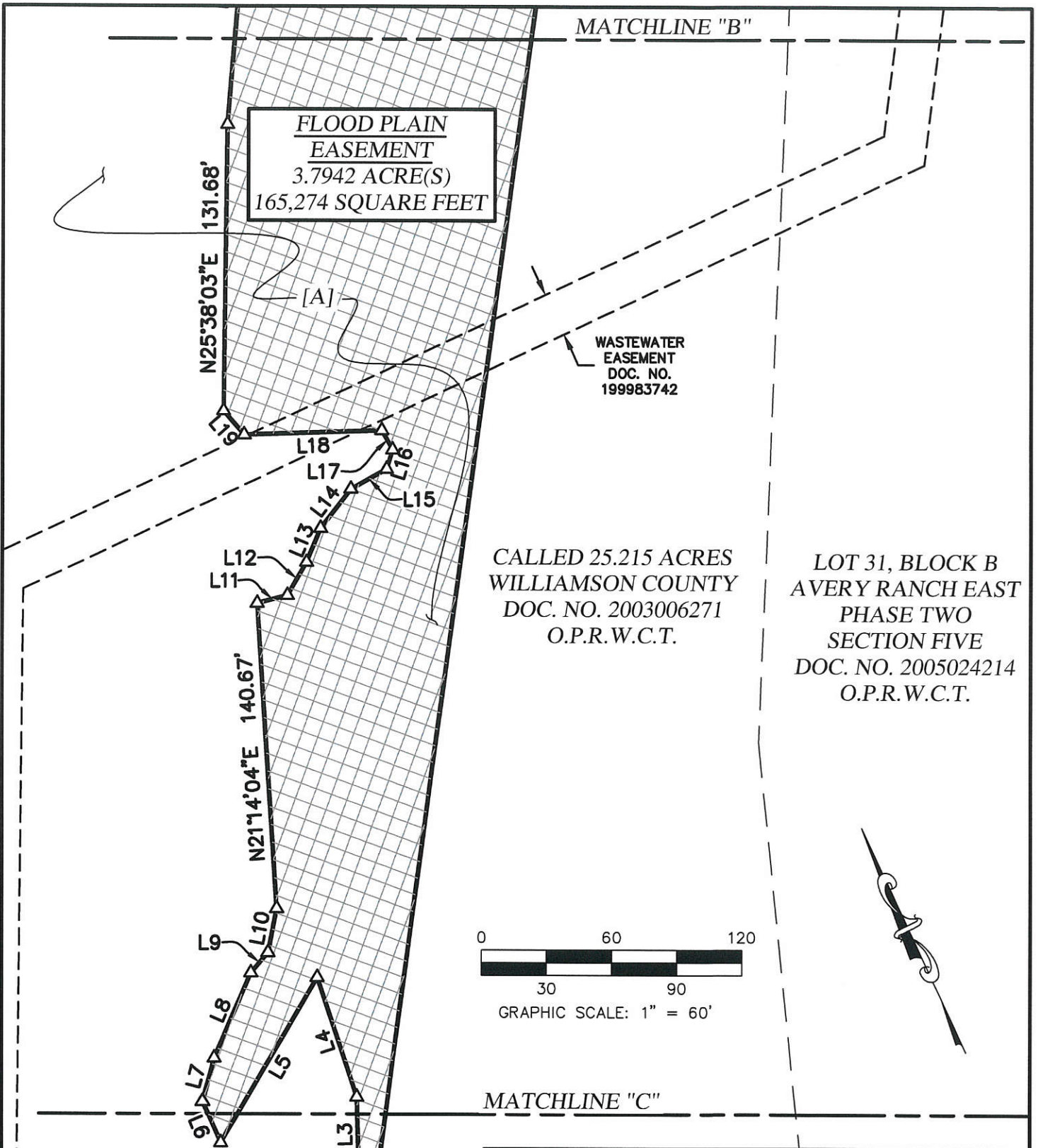
GRAPHIC SCALE: 1" = 60'

**3.7942 ACRES  
FLOOD PLAIN EASEMENT  
City of Cedar Park,  
Williamson County, Texas**



PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPLS FIRM #10174300

Date:	6/3/2021
Project:	00324
Scale:	1" = 60'
Reviewer:	SMD
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	2 OF 5



**3.7942 ACRES  
FLOOD PLAIN EASEMENT  
City of Cedar Park,  
Williamson County, Texas**



PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPLS FIRM #10174300

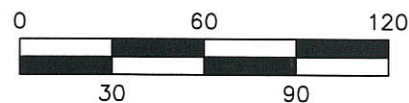
Date:	6/3/2021
Project:	00324
Scale:	1" = 60'
Reviewer:	SMD
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	3 OF 5



MATCHLINE "C"

LOT 1, BLOCK A  
RESUBDIVISION PLAT OF LOT  
1, BLOCK "B", THE GOLF CLUB  
AT AVERY RANCH;  
LOTS 26-35, BLOCK "A" & LOTS  
17-25, BLOCK "F" AVERY  
MORRISON;  
AND LOTS 1,2 AND 7-17 BLOCK  
"C", AVERY ESTATES  
CAB. Z, SLD. 63-68  
P.R.W.C.T.

856.28'  
[A]  
L2  
L3  
N29°34'09"E 116.07'  
CALLED 25.215 ACRES  
WILLIAMSON COUNTY  
DOC. NO. 2003006271  
O.P.R.W.C.T.



GRAPHIC SCALE: 1" = 60'

**3.7942 ACRES  
FLOOD PLAIN EASEMENT  
City of Cedar Park,  
Williamson County, Texas**

**4WARD**  
Land Surveying  
A Limited Liability Company

PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPLS FIRM #10174300

Date:	6/3/2021
Project:	00324
Scale:	1" = 60'
Reviewer:	SMD
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	4 OF 5

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S40°07'33"E	62.76'
L2	N18°13'58"E	9.35'
L3	N23°14'09"E	34.12'
L4	N06°25'52"E	57.84'
L5	S55°16'27"W	87.91'
L6	N01°17'36"E	20.60'
L7	N39°35'22"E	20.64'
L8	N48°14'29"E	42.64'
L9	N65°16'05"E	12.15'
L10	N36°02'38"E	20.59'
L11	S79°47'43"E	14.32'
L12	N55°00'04"E	17.62'
L13	N47°25'03"E	16.92'
L14	N62°34'14"E	22.76'
L15	N85°28'17"E	18.84'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L16	N42°33'40"E	9.21'
L17	N04°45'19"W	10.22'
L18	N66°52'39"W	63.28'
L19	N15°51'47"W	14.53'
L20	N25°08'25"E	68.72'
L21	N30°07'42"E	74.71'
L22	N37°05'48"E	89.49'
L23	N40°27'23"E	58.57'
L24	N26°13'11"E	47.33'
L25	N27°19'10"E	21.64'
L26	N12°09'55"W	17.34'
L27	N33°29'38"E	13.20'
L28	N16°19'34"E	8.99'
L29	N51°08'28"E	48.23'

LEGEND	
	PROPOSED EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD FOUND (UNLESS NOTED)
	IRON ROD WITH "INTERSTATE SURVEYING" CAP FOUND
	COTTON SPINDLE FOUND
	60D NAIL FOUND
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
VOL./PG.	VOLUME, PAGE
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DOCUMENT NO. 2011066293
[.....]	RECORD INFORMATION PER DOCUMENT NO. 2003006271
[[.....]]	RECORD INFORMATION PER DOCUMENT NO. 2005006578

[B]  
 CALLED 2.316 ACRES  
 WILLIAMSON COUNTY  
 DOC. NO. 2005006578  
 O.P.R.W.C.T.



6/2/2021

#### NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000119770998.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

**3.7942 ACRES  
 FLOOD PLAIN EASEMENT  
 City of Cedar Park,  
 Williamson County, Texas**



PO Box 90876, Austin Texas 78709  
 WWW.4WARDLS.COM (512) 537-2384  
 TBPLS FIRM #10174300

Date:	6/3/2021
Project:	00324
Scale:	1" = 60'
Reviewer:	SMD
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	5 OF 5



**Commissioners Court - Regular Session****17.****Meeting Date:** 06/22/2021

Axon Enterprise Sheriffs Office Battery packs

**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 quotation between Axon Enterprise, Inc and Williamson County for the purchase of standard battery packs in the amount of \$1,797.00, pursuant to Texas Smart Buy Contract #680-A1, and authorizing execution of the quote.

**Background**

Approval of this item will support the operations of the Williamson County Sheriff's Office. Quotation outlines the details of this purchase of standard battery packs. Department point of contact is Terri Countess. This expenditure will be charged to 01. 0360.0360.003008.

---

**Fiscal Impact**

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

**Attachments**

Axon Enterprise

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Laura Zavala

Final Approval Date: 06/16/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

06/16/2021 10:49 AM

06/16/2021 01:41 PM

Started On: 06/14/2021 09:42 AM



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

Issued: 05/27/2021

Quote Expiration: 06/25/2021

Account Number: 106647

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground

#### SHIP TO

Danielle White  
 Williamson County Sheriff's Office - TX  
 508 S Rock St.  
 Georgetown, TX 78626  
 US

#### BILL TO

Williamson County Sheriff's Office - TX  
 508 S Rock St.  
 Georgetown, TX 78626  
 US

#### SALES REPRESENTATIVE

Pat Murphy  
 Phone: (602) 326-6158  
 Email: pmurphy@taser.com  
 Fax: 480-426-9776

#### PRIMARY CONTACT

Danielle White  
 Phone: (512) 943-1324  
 Email: dwhite@wilco.org

#### Group1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
11003	YELLOW X26P CEW, HANDLE		1	1,022.00	1,022.00	1,022.00
22010	PPM, STANDARD BATTERY PACK, X2/X26P		1	62.00	62.00	62.00
22190	25 FT STANDARD CARTRIDGE, X26/X26P NS		20	32.00	32.00	640.00
11010	XPPM, SPARE CARTRIDGE BATTERY PACK, X26P		1	73.00	73.00	73.00
Subtotal						1,797.00
Estimated Shipping						0.00
Estimated Tax						0.00
Total						1,797.00
<b>Grand Total</b>						<b>1,797.00</b>

<b>Notes</b>
--------------

TX Smart Buy Contract No. 680-A1 used for pricing and terms.
--

Tax is subject to change at order processing with valid exemption.

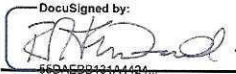
### Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)) as well as the attached Exhibit A. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

PO# (Or write N/A): \_\_\_\_\_

Signature:  Date: 6/1/2021 | 1:53 PM MST

Name (Print): Robert Driscoll Title: VP, Assoc. General Counsel

Please sign and email to Pat Murphy at [pmurphy@taser.com](mailto:pmurphy@taser.com) or fax to 480-426-9776

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

***Axon Internal Use Only***		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

## Exhibit A

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

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

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

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

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

**Commissioners Court - Regular Session****18.****Meeting Date:** 06/22/2021

Unified Power Labor for Emergency Communications

**Submitted For:** Joy Simonton**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the labor proposal between Williamson County and Unified Power in the amount of \$1,364.35 and authorize the execution of this agreement.

**Background**

This agreement, per the attached quote, is for general labor to troubleshoot Toshiba G9000 - charger-over-voltage alarm for the Williamson County Emergency Communications. Point of Contact is Thomas Piche. Funding source 01.0100.0581.004510.

---

**Fiscal Impact**

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

**Attachments**

Agreement

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 06/16/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

06/16/2021 01:46 PM

06/16/2021 01:50 PM

Started On: 06/08/2021 10:21 AM



## Unified Power

David Brown  
Phone: (972) 524-7136  
Fax: (972) 524-7953  
David.Brown@unifiedpowerusa.com  
www.unifiedpowerusa.com



## Keeping You in Power

Williamson County Emergency Communications  
Troubleshoot

Proposal #: [REDACTED] - Rev: 1  
Date: 04/08/2021

David Brown  
(972) 524-7136  
David.Brown@unifiedpowerusa.com



## Troubleshoot

Invoice To:	End User:
Williamson County Emergency Communications 911 Tracy Chambers Ln Georgetown TX 78626	Williamson County Emergency Communications

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US

Description	Rate	Quantity	Price
Labor to Trouble Shoot Toshiba G9000 - Charger over voltage alarm	\$1,364.35	1	\$1,364.35
Site Total:			\$1,364.35

### Summary

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US	\$1,364.35
Tax	\$0.00
Total	\$1,364.35



David Brown  
(972) 524-7136  
David.Brown@unifiedpowerusa.com



**Unified Power's Terms & Conditions will apply to orders based on this proposal.**

Unified Power's Standard Terms attached to this proposal are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

**Unified Power**

Signature: Tim Lindert

Date: 6/1/2021

Printed Name: Tim Lindert

Title: VP North America Sales

**Williamson County Emergency Communications**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_







## Terms and Conditions

**1. Acceptance and Entire Terms and Conditions.** All services performed, including but not limited to scheduled, remedial and emergency services (collectively Services) or products, equipment, batteries or parts sold or delivered separately or as part of performing Services (Products) sold by ON COMPUTER SERVICES, LLC, dba UNIFIED POWER (Seller) on behalf of or to the Customer (Customer) named in the attached Proposal (the Proposal) shall be subject to these Terms and Conditions. If Services are being supplied pursuant to Customer's purchase or work order, Seller's acceptance of said purchase or work order is expressly conditioned on Customer's acceptance of these Terms and Conditions. Any of the provisions of Customer's purchase or work order which attempt to impose terms and conditions at variance with these Terms and Conditions shall not be binding on Seller and shall not be considered applicable to the Services contemplated by the Proposal.

**2. Delivery, Delays and Title.** Any Service completion date or Product delivery date specified on the face hereof is approximate and is not a guarantee of a particular day of completion of the Services to be performed hereunder or delivery of the Products, and such dates are based upon prompt receipt of all necessary information from the Customer. Under no circumstances shall Seller be liable for damages for any delay or failure to perform the Services or deliver the Products as scheduled if such delay or failure is occasioned in whole or in part by reason of force majeure, or any other causes or circumstances beyond Seller's reasonable control or which Seller by reasonable diligence could not have avoided.

**3. Warranty and Seller's Limitation of Liability.** Seller's sole warranty pursuant to these Terms and Conditions shall be that all Services performed shall be performed in a competent manner, and that any Products provided hereunder and any incidental materials and consumables utilized in the performance of the proposed Services will be new or like new and free from defects in workmanship and will conform to the applicable drawings and specifications. If Customer identifies any failure of Seller to meet the above stated warranty within thirty (30) days from the date such Service or installation of such Products, Customer must immediately notify Seller in writing. Any claims of Customer, shall not be cause for the cancellation of the Proposal or these Terms and Conditions.

**NO WARRANTY, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXTENDED BY SELLER, OR MAY BE EXTENDED BY CUSTOMER, TO ANY THIRD PERSON. NOTWITHSTANDING ANYTHING IN THIS CONTRACT OR OTHERWISE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE PERFORMANCE OF SERVICES OR DELIVERY OF A PRODUCT, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOST SALES, GOODWILL, INJURY TO PERSON OR PROPERTY, OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF: (I) WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE RELATED TO A PRODUCT OR (II) THE PERFORMANCE OF ANY SERVICE WHETHER A CLAIM FOR SUCH DAMAGE IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, WHETHER OR NOT THE POSSIBILITY OF DAMAGE WAS DISCLOSED TO SELLER OR COULD HAVE BEEN REASONABLY FORESEEN BY SELLER. ANY ACTION OR REMEDY BY CUSTOMER ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF MUST BE COMMENCED BY CUSTOMER WITHIN SIX (6) MONTHS AFTER SUCH CAUSE OF ACTION SHALL HAVE ACCRUED. CUSTOMER SHALL INDEMNIFY SELLER FROM ANY SUCH CLAIMS, INCLUDING REASONABLE ATTORNEY FEES, EXPERT FEES AND COURT COST. SELLER ASSUMES NO RESPONSIBILITY FOR ANY DAMAGE OR INJURY TO ANY PERSONS OR PROPERTY, WITH RESPECT TO ANY SERVICES PROVIDED BY SELLER WITH RESPECT TO THIS CONTRACT (WHICH MAY INCLUDE INSTALLATION AND FURTHER RELATED SERVICES), EXCEPT AS SUCH DAMAGES OR INJURY MAY BE HELD TO BE THE SOLE AND DIRECT RESULT FROM OR OUT OF (A) ANY GROSSLY NEGLIGENT PERFORMANCE BY SELLER OF ITS OBLIGATIONS UNDER THE TERMS OF THIS CONTRACT, OR (B) ANY WILLFUL MISCONDUCT ON THE PART OF THE SELLER, ITS AGENTS OR EMPLOYEES.** No person has any authority to bind Seller to any affirmation, representation or warranty concerning the Services, except an authorized agent of Seller who agrees to the same in writing. In no event shall any different and/or additional affirmation, representation or warranty relating to the Services.

**4. Returns.** Products may be returned to Seller only after receipt by Customer of written authorization and shipping instructions from Seller signed by an authorized agent of Seller.

**5. Cancellations.** All requests for cancellation must be made in writing by Customer, and orders or service contracts shall not be cancelled without the prior written consent of Seller signed by an authorized agent of Seller. Orders for Products or Services in process or completed at the time Customer's cancellation is received by Seller are subject to cancellation charges up to the invoice value of the Products or Services.

**6. Price.** All prices stated in Seller's Proposal or in the attached rate sheets will be maintained for Services performed within thirty (30) days from the date of the Proposal (Price Maintenance Date) unless extended by Seller at its sole option. Prices stated herein do not include installation, freight and handling charges, unless such item is specifically listed and priced in the agreements between Seller and Customer.

**7. Payment.** Unless otherwise specifically provided in the Proposal, invoices for performance of any non-Contract Services will be processed upon completion of the Service. Invoices for all Products not sold as part of a Service will be processed upon shipment of the Products to Customer. Payment of all invoices is due within thirty (30) days from the date of the invoice. Payment to Seller by Customer will not be contingent on third party payments to Customer. Any payment not made when due shall be subject to a one and one half percent (1-1/2%) service charge per month which will be added to all balances past due, which is an annual rate of eighteen percent (18%). In addition, an amount equal to twenty percent (20%) of the service price will be added to all outstanding principal balances which are more than thirty (30) days past due if, in the sole opinion of Seller, it is necessary to utilize the services of an attorney and incur related expense in the collection of the account and such additional amount shall be an obligation of Customer. In the event that Seller in its sole opinion shall decide it

David Brown  
(972) 524-7136  
David.Brown@unifiedpowerusa.com



is necessary to file court action in order to collect any outstanding balance, then Customer shall be obligated to reimburse Seller for all attorneys fees and court costs.

**8. Default.** The following specific conduct shall be considered a default under these Terms and Conditions:

1. Failure to pay when due any amounts pursuant to any of the agreements between Seller and Customer.
2. The filing of a bankruptcy proceeding by or against Customer or attachment or garnishment proceedings commenced against Customer which is not dismissed within thirty (30) days after the date of filing.
3. Any breach of the terms of these Terms and Conditions or any other agreements between Seller and Customer, other than as set forth in subsection 1 or 2 of this Section 8 and such default continues for twenty (20) days after written notice thereof by the party not in breach, such continuing breach shall constitute a default by the breaching party.

Upon an event of default by Customer pursuant to subsection 1 or 2 of this paragraph, or if the financial responsibility of Customer shall become impaired or shall be deemed unsatisfactory by Seller for any reason, or if Customer shall default under any of its agreements between Seller and Customer, then in such case (i) upon demand by Seller, Customer shall provide satisfactory security or advance cash payment and performance of Services or delivery of Products may be withheld by Seller until such security or payment is received; (ii) Seller may declare all of Customer's outstanding indebtedness to Seller immediately due and payable; and/or (iii) Seller shall have the option to immediately withhold deliveries and suspend performance and to resume deliveries and performance when it deems appropriate or declare the transaction between Seller and Customer void and, upon such an event, Seller shall have no further duties or obligations to Customer whatsoever and will retain all amounts paid by Customer. Acceptance by Seller at any time of less than the full amount due Seller shall not be deemed to constitute a waiver of any of Seller's rights hereunder. Seller's rights under this Section of the Terms and Conditions are in addition to all rights available at law or in equity to Seller.

In the event of an uncured default by either party, pursuant to section 3 of this paragraph, the non-defaulting party shall have the right to declare the remaining term of the relationship between Seller and Customer void.

**9. Taxes.** In addition to any price specified herein, Customer shall pay, or reimburse Seller for the gross amount of any and all taxes that are associated with this transaction unless Customer has furnished Seller with evidence of exemption acceptable to the taxing authorities in advance of this transaction.

**10. Governing Law.** These Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Texas, exclusive of the Texas conflict of law rules. Any actions, claims or suits (whether in law or equity) arising out of or relating to these Terms and Conditions, or the alleged breach thereof, shall be brought only in courts located in Dallas County, Texas and Customer hereby waives its rights, if any, to bring such actions, claims or suits in any other courts. The parties hereby submit themselves to the jurisdiction of the courts located in Dallas County, Texas for the enforcement of this provision and for the enforcement of any judgment rendered by such courts. If any action, claim or suit is brought by Seller against Customer hereunder, Customer agrees to and does hereby irrevocably appoint the Texas Secretary of State as Customer's agent for the acceptance of service of process therein, and a copy of such process shall be mailed by Seller to Customer at Customer's last known address.

**11. Nonassignability.** This Terms and Conditions and its terms shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns except that neither these Terms and Conditions nor any interest or obligation hereunder shall be assignable or transferable by Customer, in whole or in part, without the prior written consent of Seller.

**12. Severability.** If any provision or paragraph of these Terms and Conditions is determined to be illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of these Terms and Conditions and the Terms and Conditions shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**13. Holiday Scheduling .** Seller recognizes nine (9) holiday events each year (Holidays) and there shall be no scheduled maintenance performed by Seller on Holidays. Accordingly, scheduled maintenance rates and availability during Holidays are subject to adjustment. Seller will notify Customer in advance of any conflicts between Seller's Holiday schedule and Customer's scheduled maintenance, and such scheduled maintenance shall be rescheduled at a time mutually agreeable to Seller and Customer. Holiday restrictions are not applicable to emergency call-out service, but rates may be adjusted.

**14. Notice.** Any notice, writing or other communication required or permitted to be given under the terms of these Terms and Conditions shall be in writing and sent to the addresses of Seller and/or Customer set forth in the agreement(s) between Seller and Customer by one or more of the following methods: **(a)** by personal hand delivery; **(b)** by certified or registered mail in the United States mail, postage prepaid, return receipt requested; or **(c)** by a recognized overnight express mail service. If mailed by U. S. Mail, the notice period shall be deemed to begin two (2) days following the date on which that notice is mailed.

**15. General Provisions.**



Unified Power  
217 Metro Dr., Terrell, TX 75160  
Phone: 972.524.6050 Fax: 972.524.7954  
www.unifiedpowerusa.com

Page 4 of 5  
Proposal #: XXXXXXXXXX  
Date: 4/8/2021

David Brown  
(972) 524-7136  
David.Brown@unifiedpowerusa.com



- a. Unless otherwise specified by Seller, any quotation or proposal of Seller shall expire thirty (30) days from the date of issuance and may be modified or withdrawn at any time prior to the date of Customer's formal written acceptance.
- b. Seller reserves the right to subcontract any of the work to one or more subcontractors.
- c. Any information, suggestions or ideas transmitted by Customer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized agent of Seller.
- d. The sale of any Service and Products ordered by the Customer which are not included within the scope of Sellers Proposal or other agreements with Customer is expressly conditioned upon these Terms and Conditions. Terms and conditions included in the Sellers Proposal, where not in conflict with the terms included herein, shall be incorporated by reference. Any additional or different terms and conditions set forth in the Customer's purchase order or similar communication are expressly objected to and will not be binding upon Seller unless specifically agreed to in writing by an authorized Seller employee.
- e. The parties to these Terms and Conditions specifically agree that in the event that any provision of these Terms and Conditions is found, by a court of competent jurisdiction, to be unenforceable under Texas law, such provision(s) shall be waived, to the full extent permitted by law, without invalidating the remaining provisions of the Terms and Conditions.
- f. All subheadings as used herein shall be descriptive only and shall not have any substantive meaning whatsoever.
- g. To the extent that any provisions of these Terms and Conditions conflict with or are inconsistent with the terms as stated in the body of the Proposal attached hereto, then the terms of the Proposal shall prevail.
- h. The parties hereto covenant and warrant that the persons executing the any agreement between Seller and Customer have been duly authorized to execute said agreement, and the agreement and these Terms and Conditions constitute a valid and legally binding obligation of the parties hereto.

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

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

-END OF TERMS AND CONDITIONS-



Unified Power  
217 Metro Dr., Terrell, TX 75160  
Phone: 972.524.6050 Fax: 972.524.7954  
www.unifiedpowerusa.com

Page 5 of 5  
Proposal #: XXXXXXXXXX  
Date: 4/8/2021

**Commissioners Court - Regular Session****19.****Meeting Date:** 06/22/2021

1903-307 Renewal #2 Juvenile Food Services, Amendment #4

**Submitted For:** Joy Simonton**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of Agreement #1903-307 Juvenile Food Services, Amendment 4, renewal option 2, for the same terms and conditions as the existing contract, with the exception of the Additional Services for incentive meals and Consumer Price Index (CPI) price changes, for the renewal period of July 1, 2021 – June 30, 2022, and is subject to Commissioners Court approval.

**Background**

This is the second renewal option period for this contract. Juvenile Services Department submitted a Vendor Performance Report (VPR) recommending renewal and stating the vendor met contract requirements providing excellent service during a year of Covid19 and winter freeze constraints. The department point of contact is John Pelczar. The funding source for this requirement is budgeted under 01.0100.0576.003306 (Food Services).

---

**Fiscal Impact**

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

**Attachments**

1903-307 Juvenile Food Service Amendment 4  
1903-307 Juvenile Food Service Amendment 3  
1903-307 Juvenile Food Service Amendment 2  
1903-307 Juvenile Food Service Amendment 1  
1903-307 Juvenile Food Service Agreement

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 06/16/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

06/16/2021 11:00 AM

06/16/2021 01:40 PM

Started On: 06/14/2021 08:03 AM

**Amendment No. 4 to Operating Agreement –  
Food Services for the Williamson County Juvenile Service**

**THIS AMENDMENT NO. 4** (the “Amendment”), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the **County of Williamson, Texas** (“County”), and **Aramark Correctional Services, LLC**, (“Aramark”) a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 (“Aramark”).

**WHEREAS**, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the “Agreement”);

**WHEREAS**, the County has requested that Aramark prepare incentive meals and incentive bags for its juvenile residents; and

**WHEREAS**, the parties desire to amend the provisions of the Agreement as follows, effective July 1, 2021.

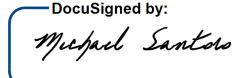
**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** In accordance with Paragraph 6, the term of this Agreement shall be renewed for a one-year period, effective from July 1, 2021 through June 30, 2022.
2. **Price Per Meal:** In accordance with Paragraph 3.B. of the Agreement, the parties agree that the price per meal charged to County by Aramark shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. This price shall be effective from July 1, 2021 through June 30, 2022.
3. **Incentive Meal:** In accordance with Paragraph 3.C., Additional Services, of the Agreement, Aramark and the County mutually agree that Aramark shall provide incentive meals to the County’s juvenile residents at prices stated in Attachment B of this Amendment, effective July 1, 2021 through June 30, 2022.
4. **Incentive Bag:** In accordance with Paragraph 3.C., Additional Services, of the Agreement, Aramark and the County mutually agree that Aramark shall provide incentive bags, which will include certain snack items that may vary month-to-month in collaboration between the parties, to the County’s juvenile residents for \$5.00 per bag, effective July 1, 2021 through June 30, 2022.
5. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 4 to be signed by their duly authorized representatives the day and year first written above.

**Aramark Correctional Services, LLC**

**County of Williamson  
State of Texas**

By:   
33F926671D6946D...  
Michael Santoro  
Vice President, Finance

By: \_\_\_\_\_

Date: June 11, 2021

Date: \_\_\_\_\_

**Attachment A**

**Williamson County Juvenile Justice Center, Texas**  
**Effective July 1, 2021 through June 30, 2022**

**Price Per Meal**

<b>Breakfast</b>	<b>\$3.755</b>
<b>Lunch</b>	<b>\$3.755</b>
<b>Dinner</b>	<b>\$3.755</b>
<b>Snack</b>	<b>\$2.52</b>

**Attachment B**

**Williamson County Juvenile Justice Center, Texas**

**Incentive Meals**

**Effective July 1, 2021 through June 30, 2022**

<b>Incentive Meal</b>	<b>Price Per Meal</b>
Double Angus Cheeseburger (with tots)	\$4.14
Buffalo Sandwich (with tots)	\$3.15
Southwest Chicken Sandwich (with tots)	\$3.19



**Amendment No. 3 to Operating Agreement –  
Food Services for the Williamson County Juvenile Service**

**THIS AMENDMENT NO. 3** (the "Amendment"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the County of Williamson, Texas ("County"), and Aramark Correctional Services, LLC, ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

**WHEREAS**, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

**WHEREAS**, the parties acknowledge the need to address volatility in the cost of food commodities; and

**WHEREAS**, the parties desire to amend the provisions of the Agreement as follows, effective July 1, 2020.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** In accordance with Paragraph 6, the term of this Agreement shall be renewed for a one-year period, effective from July 1, 2020 through June 30, 2021.
2. **Price Per Meal:** In accordance with Paragraph 3.B. of the Agreement, the parties agree that the price per meal charged to County by Aramark shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. This price shall be effective from July 1, 2020 through June 30, 2021.
3. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives the day and year first written above.

**Aramark Correctional Services, LLC**

By: \_\_\_\_\_

  
David Lauria  
Regional Vice President

6/12/2020

**County of Williamson  
State of Texas**

By: \_\_\_\_\_

  
Judge Bill Gravell Jr. (Jun 16, 2020 14:15 CDT)

**Attachment A**

**Williamson County Juvenile Justice Center, Texas**

**Effective July 1, 2020 through June 30, 2021**

**Price Per Meal**

<b>Breakfast</b>	<b>\$3.73</b>
<b>Lunch</b>	<b>\$3.73</b>
<b>Dinner</b>	<b>\$3.73</b>
<b>Snack</b>	<b>\$2.52</b>

**Amendment No. 2 to Operating Agreement --  
Food Services for the Williamson County Juvenile Service**

**THIS AMENDMENT NO. 2** (the "Amendment"), is entered into this \_\_\_\_ day of March, 2020, by and between the County of Williamson, Texas ("County"), and Aramark Correctional Services, LLC, ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

**WHEREAS**, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

**WHEREAS**, Aramark's response to RFP 1903-307 was incorporated into the Agreement by reference and proposed a financial commitment for a gas convection steamer;

**WHEREAS**, the parties desire to add the mid-morning snack service;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Mid-Morning Snack:** In accordance with Paragraph 3C, Additional Services, of the Agreement, Aramark and the County mutually agree that Aramark shall provide the mid-morning snack to the inmates at the snack price stated in Attachment A of the Agreement that was effective July 1, 2019.

2. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

**Aramark Correctional Services, LLC**

By: 

Mark R. Adams 3-10-2020  
Vice President, Finance

**County of Williamson  
State of Texas**

By: 

Judge Bill Gravett Jr. (Mar 27, 2020)

**Amendment No. 1 to Operating Agreement –  
Food Services for the Williamson County Juvenile Service**

**THIS AMENDMENT NO. 1** (the "Amendment"), is entered into this \_\_\_\_ day of March, 2020, by and between the County of Williamson, Texas ("County"), and Aramark Correctional Services, LLC, ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

**WHEREAS**, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

**WHEREAS**, Aramark's response to RFP 1903-307 was incorporated into the Agreement by reference and proposed a financial commitment for a gas convection steamer;

**WHEREAS**, the parties desire to add the mid-morning snack service;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. In accordance with Aramark's response to RFP 1903-307, which was incorporated into the Agreement according to paragraph 14 of the Agreement; for the avoidance of doubt, the Parties mutually agree that the following provision from Aramark's response to RFP 1903-307 shall be added to the Agreement as 3F:

**3.F. FINANCIAL COMMITMENT:** Aramark shall make a financial commitment to County in an amount up to \$15,000 (the "Financial Commitment"). County agrees to invest the Financial Commitment in Convection Steamer as described in Attachment A at the Facility. Any equipment purchased by Aramark on County's behalf shall be purchased as a "sale-for resale" to the County. County shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. County acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis through June 30, 2024, commencing upon when the Convection Steamer is placed into service. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Amendment at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within 30 days of expiration or termination, County agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within 30 days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Aramark.

2. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

**Aramark Correctional Services, LLC**

**County of Williamson  
State of Texas**

By:



Mark R. Adams 3-10-2020  
Vice President, Finance

By:



Judge Bill Gravell Jr. (Mar 27, 2020)

**Attachment A**  
**Convection Steamer Gas**



# COOK'S

## Quote

04/08/2019

Project:  
Williamson County Jail/ARA-  
Steamer

From:  
Cook's Direct  
Linda Stock  
27725 Dahl Rd.  
Warrenville, IL 60555  
800-956-5571 x133

Job Reference Number: 6695

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>CONVECTION STEAMER, GAS</b> Vulcan Model No. C24GA5 Convection Steamer, Gas, 2 compartments on 24" cabinet base, (6) 12" x 20" x 2-1/2" deep total pan capacity, high output stainless steel steam generator with Timed Smart Drain & PowerFlush, staged water fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steel interior, exterior, frame & flanged feet, 125,000 BTU  1 ea NOTE: Item qualifies for a no charge equipment check out after the unit has been fully installed and put into service. Contact your Vulcan Representative for more details 1 ea 1 year limited parts & labor warranty, standard 1 ea Gas type to be specified 1 ea 120v/60/1-ph with ground, 300w, 2.0 amps, with 6 foot power cord & 3-prong plug, standard 2 ea HOSEWTR 3/4"BV Flex stainless steel water hose 72", 5/4" female NSHT (2 per unit required for gas & electric, 5 with filter system, 1 per unit for direct steam)	\$13,743.26	\$13,743.26
ITEM TOTAL:			\$13,743.26	
2	1 ea	<b>CONVECTION STEAMER, GAS</b> Vulcan Model No. C24GA10 Convection Steamer, Gas, 2 compartments on 24" cabinet base, (10)12" x 20" x 2-1/2" deep total pan capacity, high output stainless steel steam generator with Timed Smart Drain & PowerFlush, staged water fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steel interior, exterior, frame & flanged feet, electric ignition, 125,000 BTU  1 ea NOTE: Item qualifies for a no charge equipment check out after the unit has been fully installed and put into service. Contact your Vulcan Representative for more details 1 ea 1 year limited parts & labor warranty, standard 1 ea Gas type to be specified 1 ea 120v/60/1-ph with ground, 300w, 2.0 amps, with 6 foot power cord & 3-prong plug, standard	\$14,289.79	<Alternate>

Initials \_\_\_\_\_  
Page 1 of 2

04/08/2013

Item	Qty	Description	Sell	Sell Total
2 ea		HOSEWTR 3/4BBV Flex stainless steel water hose 72", 3/4" female NSHT (2 per unit required for gas & electric, 3 with filter system, 1 per unit for direct steam)	\$114.18	<Optional>
ITEM TOTAL: <Alternate>				\$14,810.15
Total				\$13,743.26

Returned equipment may be subject to manufacturer restock fee.

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$13,743.26







# Agenda Item 23884 - Amendment 1 - Aramark

Final Audit Report

2020-03-27

Created:	2020-03-23
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz8QswJPvy2ezzl3GNbp7hRUNM9T1EW-I

## "Agenda Item 23884 - Amendment 1 - Aramark" History

-  Document created by Thomas Skiles (blake.skiles@wilco.org)  
2020-03-23 - 1:54:49 PM GMT- IP address: 66.76.4.65
-  Document emailed to aschiele@wilco.org for delegation  
2020-03-23 - 1:55:22 PM GMT
-  Email viewed by aschiele@wilco.org  
2020-03-26 - 10:21:44 PM GMT- IP address: 66.76.4.65
-  Document signing delegated to Judge Bill; Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org  
2020-03-26 - 10:22:09 PM GMT- IP address: 66.76.4.65
-  Document emailed to Judge Bill; Gravell Jr. (bgravell@wilco.org) for signature  
2020-03-26 - 10:22:09 PM GMT
-  Email viewed by Judge Bill; Gravell Jr. (bgravell@wilco.org)  
2020-03-27 - 9:19:33 PM GMT- IP address: 66.76.4.65
-  Document e-signed by Judge Bill; Gravell Jr. (bgravell@wilco.org)  
Signature Date: 2020-03-27 - 9:20:10 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Signed document emailed to Erica Smith (erica.smith@wilco.org), aschiele@wilco.org, Judge Bill; Gravell Jr. (bgravell@wilco.org), Thomas Skiles (blake.skiles@wilco.org), and 1 more  
2020-03-27 - 9:20:10 PM GMT



Adobe Sign

**OPERATING AGREEMENT**  
**FOOD SERVICE FOR WILLIAMSON COUNTY JUVENILE SERVICES**

This **OPERATING AGREEMENT** (the "Agreement") is made as of July 1, 2019 (the "Effective Date") by and between the County of Williamson, Texas with offices at 1821 E. Inner Loop, Suite 1, Georgetown, TX 78626 (the "County"), and Aramark Correctional Services, LLC, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark").

**WITNESSETH:**

1. **GRANT:** The County hereby grants to Aramark the exclusive right to provide food service (excluding vending machine operation) for the County's inmates, staff and visitors at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (the "Facility"). Aramark hereby agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors in accordance with this Agreement. The food service shall meet all current standards as established by:

- A. The American Correctional Association.
- B. The Food and Nutritional Board of the National Academy of Sciences as prescribed for inmates.
- C. The State of Texas.

2. **OPERATIONAL RESPONSIBILITIES:**

A. **Facilities And Equipment:** The County shall, at its expense, provide Aramark with adequate preparation kitchen, office and storage facilities at the Facility, completely equipped and ready to operate, together with such heat, refrigeration and utilities services (including telephone and internet service) as may be reasonably required for the efficient performance of the Agreement.

The County shall furnish building maintenance services for the Facility and shall provide preventive maintenance and equipment repairs and replacements for the County-owned equipment. The County shall furnish and maintain an adequate inventory of serviceware, thermal tray and delivery equipment, pots, pans, beverage containers and utensils at the Facility.

Should the County fail to provide the equipment, repair, maintenance and replacement services or supplies described in this Section, after notice from Aramark to do so, Aramark may, in its discretion and at its option, choose to provide, and bill the County for, such equipment, repair, maintenance and replacement services or supplies. In that event, the County shall pay for such equipment, repair, maintenance and replacement services or supplies at the

prices billed by Aramark. Such prices shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

**B. Emergency Plan:** Aramark shall submit a contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined) within 60 days after the commencement of operations. In the event of a Force Majeure, the County shall assist Aramark by permitting reasonable variations in Aramark's menu cycle and service methods. However, Aramark shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, act of terrorism, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

**C. Meal Delivery:** Facility personnel shall receive meals at the County kitchen, shall transport such meals to appropriate areas, and shall return all trays and delivery equipment to Aramark at the County kitchen, in a timely manner.

**D. Food Products And Cleaning Supplies:** Aramark shall purchase and pay for all food products and kitchen cleaning supplies. Products purchased for use in the food service operation shall be the property of Aramark. The County shall be responsible for providing maintenance supplies and for maintaining kitchen appliances and equipment at the County's expense.

Aramark shall purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturer's and distributor's assurance of safe handling. Food products are reviewed and approved by Aramark's registered dietitians to ensure that the food products meet innate acceptability and nutritional standards.

**E. Portion Size Requirements:** All entrée portions listed on the menu that are purchased fully cooked, within the manufacturer's tolerance specifications, are based on weight measurements prior to reheating. Casserole portions and entrée portions made from scratch are based upon weight measurements after the food has been cooked according to standardized recipes.

**F. Menu:** The menu served at the Facility may be modified in any way by mutual agreement of the parties.

**G. Sanitation:** Aramark shall be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. The County shall provide janitorial services outside the kitchen facilities provided to Aramark. The County shall clean the vents and ductwork leading to

the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food service area.

**H. Personnel:** Aramark shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The County shall provide inmate workers at the Facility kitchen. The number of inmates required shall be determined by the County liaison and Aramark's district manager prior to the commencement of operations. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions.

The County acknowledges that Aramark has invested considerable amounts of time and money in training its management and supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to Aramark's manner of conducting its business and that such information is available, on a confidential basis, to Aramark's management and supervisory employees. Therefore, the County agrees that management and supervisory employees of Aramark shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit management and supervisory employees of Aramark to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the County). For the purpose of this prohibition, "management and supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, the County agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the County shall pay to Aramark, and Aramark shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of each Aramark management or supervisory employee hired by the County or allowed to work on the County's premises in violation of the terms of this Agreement.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended. If Aramark incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by the County or by Aramark at the direction of the County, which Aramark would not have taken but for the County's direction, the County shall reimburse Aramark for such costs.

**I. Equal Employment Opportunity:** Aramark and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual



preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, Aramark agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

**J. Insurance:** Aramark shall provide and maintain the following insurance coverage:

Worker's Compensation Insurance as required by law.

Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; bodily injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence. Aramark may satisfy these requirements through a combination of primary and excess coverage.

The County and Aramark waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

Any insurance coverage (additional insured or otherwise) that Aramark provides for the County, its officers, employees, agents and servants shall only cover liability assumed by Aramark in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents and servants.

**K. Hazardous Substances; Pre-Existing Conditions.** Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at the Facility or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County's premises. The County will inform Aramark of the presence of such Hazardous Substances and acknowledges that Aramark employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Aramark has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. In no case will any Aramark

employees act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the County.

Aramark will not be responsible for any conditions that existed in, on, or upon the Facility before the commencement date of this Agreement ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions. The County shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facility or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facility, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of Aramark, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

**L. Damages:** In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

**M. Compliance With Laws:** Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for Aramark employees, suppliers, management and other authorized visitors.

**N. License, Fees, Permits, And Taxes:** Aramark shall secure and pay for all federal, state and local licenses, permits and fees required for the food service operation. The County represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to Aramark upon request. The County further agrees to notify Aramark promptly in the event of a change in its tax-exempt status. In the event that a determination is made by a government authority that any sales, purchases, payments or use of property made to or by Aramark under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by Aramark, shall be invoiced by Aramark and shall be reimbursed by the County, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

### **3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:**

**A. Meal Service and Prices:** Aramark shall provide meals to the County's inmates, staff and visitors at the per meal prices set forth in Attachment A. Aramark will provide, at no additional cost, a lacto-ovo vegetarian and/or vegan diet for all religious requests from the administrative or religious authority. Other religious meals requested by the administration or religious authority, such as prepackaged meals, shall be provided at a price to be mutually agreed in

advance. The County shall notify Aramark of the actual number of meals ordered each day at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, Aramark shall prepare and will be paid for the same number of meals as prepared for the previous day.

**B. Price Adjustments:** The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on June 30, 2020. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to this Agreement in the form attached hereto as Attachment B; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be April of the immediately preceding year to April of the then-current year (the "Base Period").

As set forth on the sample client statement attached as Attachment C, a copy of which shall be provided prior to implementing any price adjustments pursuant to this section, the "Market Basket of Products" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("BLS") category compiled by the U.S. Department of Labor and published at [www.bls.gov](http://www.bls.gov) for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, Aramark shall

have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above.

Please refer to Attachment C for an example of the Market Basket of Products calculation.

**C. Additional Services:** Food, beverage and other services required or desired by the Facility outside the scope of this Agreement (including Fresh Favorites) shall be provided by Aramark upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

**D. Billing:** Aramark shall submit to the County on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by Aramark, if any. The invoice shall reflect the preceding week's food services detailing the greater of the number of meals served or ordered on a daily basis as follows:

1. Adult inmate meals
2. Staff/visitor meals
3. Any additional food, beverage or other services, as required

Aramark shall provide the County with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

**E. Manner Of Payment:** The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. Payment shall be made by check payable to Aramark Correctional Services, LLC. Such payment shall be sent to the address listed in the invoice. Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 8 hereof. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. 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 (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department  
Email: [accountspayable@wilco.org](mailto:accountspayable@wilco.org)  
Phone: 512-943-1500

4. **MATERIAL ADVERSE CHANGE:** The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark's control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply, and labor costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a

combination of the following: an adjustment to Aramark's price per meal, modifications to the menu, or modifications to Aramark's scope of services.

5. **ACCESS AND RECORDS**: Aramark will maintain accurate books and records in connection with the food service operation and shall retain such records for thirty-six (36) months after the close of the federal fiscal year (October 1, through September 30).

6. **TERM OF AGREEMENT**: The initial term of this Agreement shall commence on July 1, 2019, and shall continue through June 30, 2020. By mutual agreement, this Agreement may be renewed for four (4) additional one year periods. Thereafter, the County and Aramark may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Aramark.

7. **TERMINATION**:

A. **Termination For Convenience**: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days notice to the other party.

B. **Termination For Default**: Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

C. **Consequences Of Termination**: If this Agreement is terminated under any circumstances, the County shall pay Aramark for all inmate and staff meals, and other services, provided by Aramark to and including the date of termination, at the prices and within the payment periods set forth in this Agreement. The County's obligation to pay for meals and services provided shall survive the termination or expiration of this Agreement.

Upon the expiration or any termination of this Agreement, the County agrees, if requested by Aramark, to purchase Aramark's usable inventory of food and supplies. The purchase price for such inventory shall be Aramark's invoice cost.

8. **NOTICE**: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

9. **CONFLICTS OF INTEREST**: Aramark covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree



with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

10. **CONFIDENTIAL INFORMATION:** All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Aramark's business (collectively, the "Aramark Proprietary Information") are and shall remain confidential and the sole property of Aramark and constitute trade secrets of Aramark. The County shall keep all Aramark Proprietary Information confidential and shall use the Aramark Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration or any termination of this Agreement, all materials containing any Aramark Proprietary Information shall be returned to Aramark.

11. **ASSIGNMENT:** Aramark may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that Aramark may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, Aramark.

12. **PRESS RELATIONS:** Aramark shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases.

13. **PUBLICITY RIGHTS:** Neither Aramark nor County shall disclose the terms of this Agreement to any other person or entity outside its organization other than as required by law. Neither County nor Aramark and its Affiliates shall, without the other Party's consent, use the other Party's name, logo, trademark or otherwise refer to or identify the other Party in any publicity matters relating to the Services. Notwithstanding the foregoing, both Parties and their respective Affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts as well as communications to prospective clients (if applicable) and for use in such Party's marketing materials.

14. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following: (a.) Williamson County RFP #1903-307, which is incorporated herein as if copied in full; (b.) Aramark Response to RFP #1903-307, which is incorporated herein as if copied in

full; and (c.) Any required insurance certificates evidencing required coverages. In the event of a conflict between documents; the following is the order of control:

1. Agreement
2. Aramark's Response to RFP #1903-307
3. Williamson County RFP #1903-307

15. **SEVERABILITY:** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

16. **WAIVER:** The failure of Aramark or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

17. **COUNTERPARTS: PDF AND FACSIMILE SIGNATURES.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one, and the same, document. Signatures of the Parties may be exchanged by pdf or facsimile, and such pdf or facsimile signature pages shall be deemed originals in all respects. It shall not be necessary in making proof of this Agreement or any counterpart to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

Aramark Correctional Services, LLC

County of Williamson  
State of Texas

By: 

Mark R. Adams  
Vice President, Finance

6/13/2019

By: 

Valerie Covey  
Presiding Officer

**Attachment A**  
**Williamson County, Texas**  
**Effective July 1, 2019 through June 30, 2020**

**Price per Meal**

Breakfast	\$3.62
Lunch	\$3.62
Dinner	\$3.62
Snack	\$2.448

**FORM OF AMENDMENT FOR IMPLEMENTING MARKET BASKET INCREASES**

**Attachment B**

**Amendment No. \_\_\_ to Operating Agreement**

**THIS AMENDMENT NO. \_\_\_** (the "Amendment"), is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, with offices at \_\_\_\_\_ ("\_\_\_\_\_"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia PA 19107 ("Aramark").

**WHEREAS**, \_\_\_\_\_ and ARAMARK entered into an \_\_\_\_\_ dated \_\_\_\_\_ for the management of the food service operation at \_\_\_\_\_ (as amended, the "Agreement");

**WHEREAS**, the parties acknowledge the need to address volatility in the cost of food commodities; and

**WHEREAS**, the parties desire to amend the provisions of the Agreement as follows, effective \_\_\_\_\_.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Price Adjustment:** In accordance with [Paragraph \_\_\_ of Amendment No. \_\_\_ to the Agreement][Paragraph \_\_\_ of the Agreement], the parties agree that the price per meal charged to \_\_\_\_\_ by ARAMARK shall be changed as set forth on Attachment A as a result of [changes in the Consumer Price Index][changes in the Market Basket of Products][mutual agreement of the parties]. This price shall be effective from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_ , and shall supersede in all respects the price per meal set forth in Paragraph [\_\_\_] of the Agreement or in any other prior agreements between the parties.

2. **Release:** The methodology used to determine the price increase above, including the Category Weighting percentages ascribed to each Menu Category, has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation.

3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. \_\_\_ to be signed by their duly authorized representatives the day and year first written above.

**Aramark Correctional Services, LLC**

[\_\_\_\_\_]

By: \_\_\_\_\_

Mark Adams  
Vice President Finance

By: \_\_\_\_\_

**Sample Client Statement - Market Basket of Products Calculation**  
**XYZ County Exhibit**  
**Market Basket Price Redetermination Statement**  
**Period Ended Current Month xxth, 2009**

<b>CATEGORY</b>	<b>Menu Weighting</b>	<b>Current Month Category CPI %</b>	<b>Weighted CPI %</b>
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	-5.00%	-0.63%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
<b>TOTAL</b>	<b>100.00%</b>		<b>3.54%</b>

**Current Month CPI Food Away from Home Index** **4.76%**

**Greater of Market Basket to Current Month CPI - Food Away from Home** **4.76%**

**XYZ County Exhibit**  
**Market Basket Price Redetermination Statement**  
**Period Ended Current Month xxth, 2009**

<b>CATEGORY</b>	<b>Menu Weighting</b>	<b>Current Month Category CPI %</b>	<b>Weighted CPI %</b>
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	6.00%	0.75%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
<b>TOTAL</b>	<b>100.00%</b>		<b>4.92%</b>

**Current Month CPI Food Away from Home Index** **4.76%**

**Greater of Market Basket to Current Month CPI - Food Away from Home** **4.92%**

**Notes**

- \* \* This category includes all menu items that are not otherwise included in another Menu Category. ARAMARK applies the BLS CPI Food Index to the "Grocery" Menu Category for the calculation. The "Food" Index encompasses the items in all Menu Categories in addition to food items not used at the facility or facilities covered by this Agreement.

**Commissioners Court - Regular Session****20.****Meeting Date:** 06/22/2021

Carrier - Jester Annex Motor Master Controller Replacement

**Submitted For:** Joy Simonton**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the labor proposal between Williamson County and Carrier Corporation for HVAC repair services in the amount of \$3,460.00 per the terms of Buy Board contract #631-20 and by authorizing the execution of this agreement.

**Background**

Per the attached quote, this allows Carrier to replace failed motor master controller on Circuit A and to test/treat refrigerant if needed. Department Point of contact is Christi Stromberg. Funding Source is 01.0100.1000.004510.

---

**Fiscal Impact**

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

**Attachments**

County addendum and quote

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 06/16/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

06/16/2021 01:52 PM

06/16/2021 02:34 PM

Started On: 06/16/2021 08:31 AM



THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

---

**COUNTY ADDENDUM FOR  
JESTER ANNEX MOTORMASTER  
CONTROLLER REPLACEMENTS  
(Carrier Corporation  
BuyBoard #631-20)**

---

**Important Notice:** County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, 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 "Customer" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Carrier Corporation** (hereinafter "Carrier"). Customer agrees to engage Carrier as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

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

- A. Carrier Quote # [REDACTED] with sales terms and conditions;
- B. BuyBoard #631-20, including addenda; and
- C. This Williamson County Addendum;

**II.**

**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. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

### III.

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

### IV.

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

### V.

**Good Faith:** Carrier agrees to act in good faith in the performance of the contract relevant to this addendum.

### VI.

**Payment:** Carrier will be compensated based on BuyBoard #631-20 pricing and as set forth in the Carrier Quote # [REDACTED], which is incorporated herein as if copied in full.

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.

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

## VII.

**Right to Audit:** Carrier agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Carrier which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Carrier agrees that Customer shall have access during normal working hours to all necessary Carrier facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Carrier reasonable advance notice of intended audits. In no circumstances will Carrier be required to create or maintain documents not kept in the ordinary course of Carrier' business operations, nor will Carrier be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

## VIII.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract.

## IX.

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

## X.

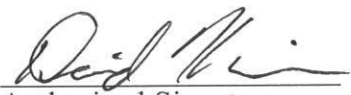
**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

CARRIER:

\_\_\_\_\_  
Authorized Signature  
Date: \_\_\_\_\_, 2021

  
\_\_\_\_\_  
Authorized Signature  
Date: June 10, 2021

**Notwithstanding anything to the contrary stated herein, the service provider retains ownership of its intellectual property and no license to service provider's intellectual property is granted except as necessary for the customer to use any deliverables and/or services provided hereunder.**



Address 11100 Metric Blvd, Suite #400  
Austin Texas 78758  
Phone (512) 364-6322  
Fax (860) 660-8748  
E-mail melissa.house@carrier.com

Contact Name Thomas Solis  
Account WILLIAMSON COUNTY  
Phone (512) 943-1303  
Site Address 1781 E Old Settlers Blvd  
Round Rock, TX, 78664-1903

Estimate Date 06/04/2021

Quote Number

Job Description Replace Motormaster Controller on Circuit A, BuyBoard 631-20

#### Scope of Work

Replace failed motormaster controller on Circuit A. Recover and weight charge in both circuits to verify factory charge. Test/treat refrigerant for acid as needed. Install new TXV and filter drier. Leak check, pull vacuum, and recharge both circuits. Any additional refrigerant needed will be provided by the customer or by for an additional cost.

#### Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Excludes overtime labor and refrigerant.

#### Total Quoted Price

**Total Price for Scope of Work excluding applicable taxes:** \$3,460.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Melissa House

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, [www.license.state.tx.us](http://www.license.state.tx.us), License # TACLA59534C

The attached Terms & Conditions shall govern.

Quote #

**CARRIER CORPORATION**  
**TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE**

**1. PAYMENT AND TAXES** - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

**2. EXTRAS** - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

**3. RETURNS** - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

**4. SHIPMENT** - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

**5. PARTIAL SHIPMENT** - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

**6. DELAYS** - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

**7. WARRANTY** - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or

refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**8. WORKING HOURS** - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

**9. CUSTOMER RESPONSIBILITIES (Service Contracts only)** - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

**10. EXCLUSIONS** - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or



failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

**11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only)** - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

**12. PROPRIETARY RIGHTS (Service Contracts only)** - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

**13. DATA RIGHTS (Service Contracts only)** - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

**14. RETURN OF DATA (Service Contracts only)** - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

**15. DATA DELIVERY** - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

**16. REVERSE ENGINEERING** - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

**17. WAIVER OF DAMAGES** - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

**18. LIMITATION OF LIABILITY** - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

**19. CANCELLATION** - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

**20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE** - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

**21. CARRIER TERMINATION** - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

**22. CLAIMS** - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

**23. GOVERNMENT PROCUREMENTS** - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as

FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

**24. HAZARDOUS MATERIALS** - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

**25. WASTE DISPOSAL** - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

**26. SUPERSEDURE, ASSIGNMENT and MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

**27. CUSTOMER CONSENT** - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

**28. FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the

Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**29. INTELLECTUAL PROPERTY** – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

**30. DATA PRIVACY** – Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

**31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS** – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

**32. ANTI-DISCRIMINATION POLICY** – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:  
[https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021\\_tcm199-109848.pdf](https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf).

**33. EQUIPMENT RENTALS** – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.

**Commissioners Court - Regular Session****21.****Meeting Date:** 06/22/2021

Carrier - Courthouse Compressor Replacements

**Submitted For:** Joy Simonton**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the labor proposal between Williamson County and Carrier Corporation for HVAC repair services in the amount of \$13,620.00 per the terms of Buy Board contract #631-20 and by authorizing the execution of this agreement.

**Background**

Per the attached quote, this allows Carrier to replace the B1 and B2 compressors, two contactors, remove the oil from the system, and replace the filter drier cores. Department Point of contact is Christi Stromberg. Funding Source is 01.0100.1000.004510.

---

**Fiscal Impact**

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

**Attachments**

County addendum and quote

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 06/16/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

06/16/2021 01:53 PM

06/16/2021 02:34 PM

Started On: 06/16/2021 08:41 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

---

---

**COUNTY ADDENDUM FOR  
COURTHOUSE COMPRESSOR  
REPLACEMENTS  
(Carrier Corporation  
BuyBoard #631-20)**

---

---

**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, 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 "Customer" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Carrier Corporation** (hereinafter "Carrier"). Customer agrees to engage Carrier as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

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

- A. Carrier Quote # [REDACTED] with sales terms and conditions;
- B. BuyBoard #631-20, including addenda; and
- C. This Williamson County Addendum;

**II.**

**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. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

### III.

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

### IV.

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

### V.

**Good Faith:** Carrier agrees to act in good faith in the performance of the contract relevant to this addendum.

### VI.

**Payment:** Carrier will be compensated based on BuyBoard #631-20 pricing and as set forth in the Carrier Quote [REDACTED] which is incorporated herein as if copied in full.

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.

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

## VII.

**Right to Audit:** Carrier agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Carrier which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Carrier agrees that Customer shall have access during normal working hours to all necessary Carrier facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Carrier reasonable advance notice of intended audits. In no circumstances will Carrier be required to create or maintain documents not kept in the ordinary course of Carrier' business operations, nor will Carrier be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

## VIII.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract.

## IX.

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

## X.

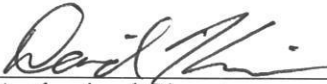
**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

CARRIER:

\_\_\_\_\_  
Authorized Signature  
Date: \_\_\_\_\_, 2021

  
\_\_\_\_\_  
Authorized Signature  
Date: June 10, 2021

**Notwithstanding anything to the contrary stated herein, the service provider retains ownership of its intellectual property and no license to service provider's intellectual property is granted except as necessary for the customer to use any deliverables and/or services provided hereunder.**





Address 11100 Metric Blvd, Suite #400  
Austin Texas 78758  
Phone (512) 364-6322  
Fax (860) 660-8748  
E-mail melissa.house@carrier.com

Contact Name Thomas Solis  
Account WILLIAMSON COUNTY  
Phone (512) 943-1303  
Site Address 710 S Main St  
Georgetown, TX, 78626-5703

Estimate Date 06/03/2021

Quote Number

Job Description Replace Compressors, BuyBoard 631-20

#### Scope of Work

Replace the B1 and B2 compressors, two contactors, remove the oil from the system, and replace the filter drier cores After the work is complete we will recharge with new oil, verify proper operation and verify the TXV's are working properly. Please note we will leave a laptop in the basement running PCDCT to capture SH data during load conditions. All work to be done during regular hours.

#### Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Excludes overtime labor and new refrigerant.

#### Total Quoted Price

**Total Price for Scope of Work excluding applicable taxes:** \$13,620.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Melissa House

Carrier Commercial Service

\_\_\_\_\_  
Title

\_\_\_\_\_  
Customer Acceptance (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us, License # TACLA59534C

The attached Terms & Conditions shall govern.

Quote #

**CARRIER CORPORATION**  
**TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE**

**1. PAYMENT AND TAXES** - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

**2. EXTRAS** - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

**3. RETURNS** - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

**4. SHIPMENT** - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

**5. PARTIAL SHIPMENT** - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

**6. DELAYS** - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

**7. WARRANTY** - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or

refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**8. WORKING HOURS** - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

**9. CUSTOMER RESPONSIBILITIES (Service Contracts only)** - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

**10. EXCLUSIONS** - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or

failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

**11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only)** - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

**12. PROPRIETARY RIGHTS (Service Contracts only)** - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

**13. DATA RIGHTS (Service Contracts only)** - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

**14. RETURN OF DATA (Service Contracts only)** - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

**15. DATA DELIVERY** - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

**16. REVERSE ENGINEERING** - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

**17. WAIVER OF DAMAGES** - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

**18. LIMITATION OF LIABILITY** - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

**19. CANCELLATION** - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

**20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE** - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

**21. CARRIER TERMINATION** - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

**22. CLAIMS** - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

**23. GOVERNMENT PROCUREMENTS** - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as

FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

**24. HAZARDOUS MATERIALS** - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

**25. WASTE DISPOSAL** - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

**26. SUPERSEDURE, ASSIGNMENT and MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

**27. CUSTOMER CONSENT** - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

**28. FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the

Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**29. INTELLECTUAL PROPERTY** – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

**30. DATA PRIVACY** – Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

**31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS** – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

**32. ANTI-DISCRIMINATION POLICY** – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:  
[https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021\\_tcm199-109848.pdf](https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf).

**33. EQUIPMENT RENTALS** – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.

**Commissioners Court - Regular Session****22.****Meeting Date:** 06/22/2021

SWCA 2574 WA1 CR 201 Envr Svcs

**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 1 in the amount of \$37,112.60 to expire on December 31, 2021 under Williamson County Contract for Environmental Services between SWCA Incorporated and Williamson County dated February 25, 2020 for CR 201 Environmental Services. Funding source: P499

**Background**

---

**Fiscal Impact**

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

**Attachments**

SWCA 2574 WA1 CR 201 Envr Svcs

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 06/15/2021

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

06/15/2021 02:06 PM

06/15/2021 04:56 PM

Started On: 06/01/2021 04:03 PM

## **WORK AUTHORIZATION NO. 1**

### **Williamson County Road & Bridge Environmental On-Call Services**

#### **County Road 201 Environmental Services**

This work authorization is made pursuant to the terms and conditions of the Williamson County Contract for Consulting Services (the Contract), dated February 25, 2020, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas (the County), and SWCA, Incorporated (the Firm).

Part 1. The Firm shall provide the consulting 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 \$37,112.60.

Part 3. Payment to the Firm 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, 2021. The consulting 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. The County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this work authorization. The Firm understands and agrees that the 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 the Firm that the County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Firm.

Part 7. This work authorization is hereby accepted and acknowledged below.

*Continued on next page*

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FIRM: SWCA, Incorporated  
dba SWCA Environmental Consultants

COUNTY: Williamson County, Texas

By: Amber Ballman  
Signature

By: \_\_\_\_\_  
Signature

Type text here

Amber Ballman  
Printed Name

\_\_\_\_\_  
Printed Name

Director, Natural Resources – Austin  
Title

\_\_\_\_\_  
Title

#### LIST OF ATTACHMENTS

Attachment A. Services to be Provided by the County

Attachment B. Services to be Provided by the Firm

Attachment C. Work Schedule

Attachment D. Fee Schedule



**6/14/2021**



## **ATTACHMENT A**

### **Services to be Provided by the County**

**WORK AUTHORIZATION NO. 01**

**PROJECT: County Road 201 Environmental Services**

The County will coordinate all rights-of-entry necessary for field assessments.

## **ATTACHMENT B**

### **Services to be Provided by the Firm**

#### **WORK AUTHORIZATION NO. 01**

#### **PROJECT: County Road 201 Environmental Services**

The County proposes improving County Road (CR) 201 in Liberty Hill, Williamson County, Texas, by widening from the existing two-lane roadway to a four-lane (two in each direction) divided roadway with intersection improvements at CR 200 (project). The proposed project would be constructed within an approximately 200-foot-wide right-of-way (ROW) along approximately 2 miles of existing roadway, beginning at CR 200 and extending north to approximately 500 feet northwest of Umbrella Sky (project area) (Figure 1). The project area consists of approximately 20.2 acres.

Environmental services are provided upon the request of the County, as needed for the project, which will include a threatened and endangered species habitat assessment and impact analysis, an aquatic resource delineation, the Williamson County Regional Habitat Conservation Plan (RHCP) participation application, a cultural resources assessment, and a Phase I Environmental Site Assessment (PIESA). To perform these environmental services, the Firm will access those parcels within the project area where right-of-entry is obtained, and the Firm understands that all access will be coordinated by the County. The Firm also understands that some parcels could require a separate visit, in which case a supplemental work authorization would be required.

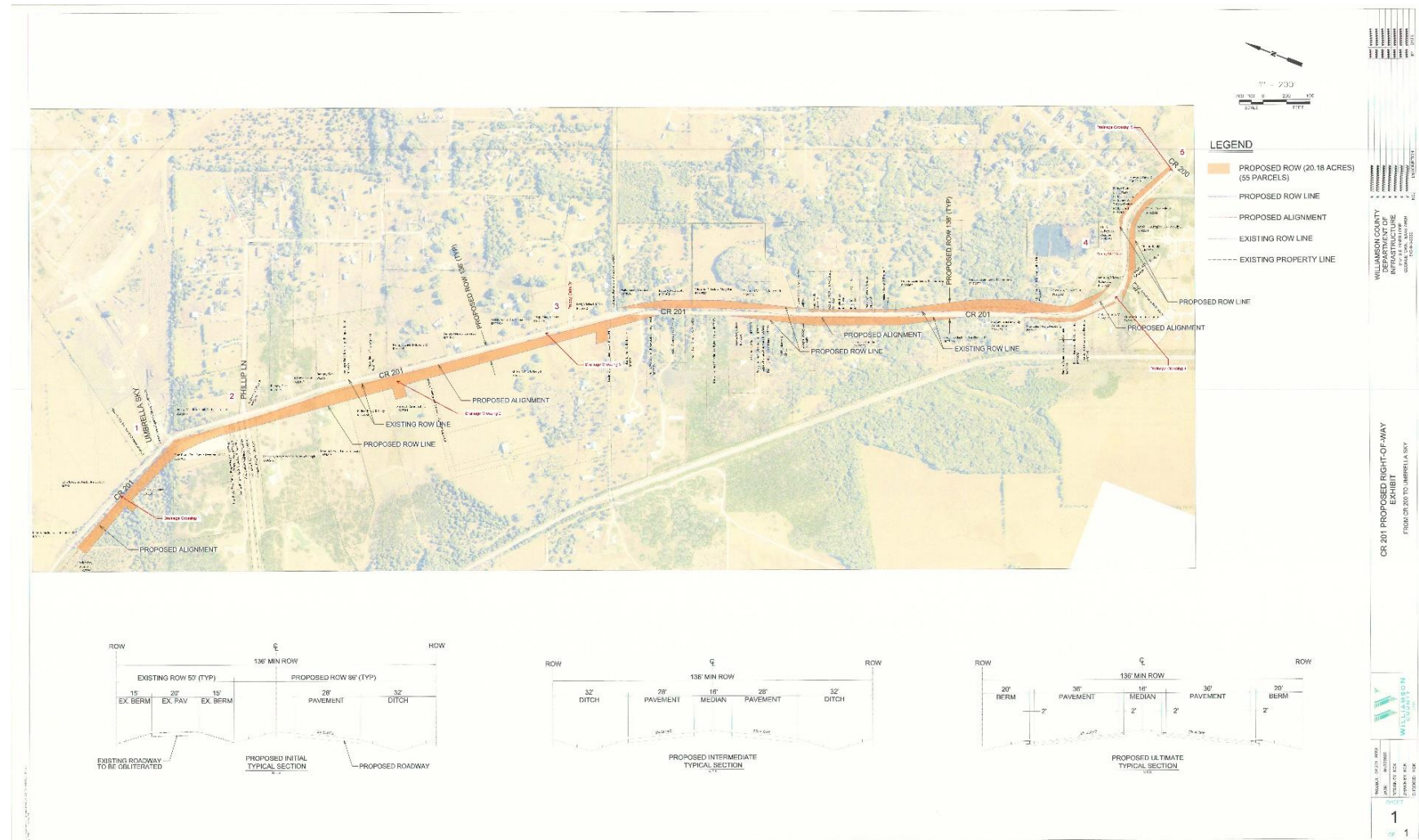


Figure 1. Project area location.

## Task I: Threatened and Endangered Species Habitat Assessment and Impact Analysis

The Firm will perform a field investigation of land features (including waterways) and vegetation communities within the project area to evaluate the potential for federal or state-listed threatened and endangered species habitat to occur within the project area. The Firm anticipates focusing the field investigation on closed canopy forest due to the potential presence of the golden-cheeked warbler (*Setophaga chrysoparia*).

Field investigation methods for potential golden-cheeked warbler habitat will consist primarily of a visual reconnaissance of existing conditions within the project area. The species is known to breed during the spring and summer in Williamson County and has very specific habitat requirements. The Firm will send biologists familiar with golden-cheeked warbler habitat preferences to perform the field investigation. If potential habitat for the golden-cheeked warbler is identified during the habitat assessment, the County may wish to perform a presence/absence survey to determine if potentially suitable habitat within the project area is actually in use by the species.

Following the completion of the habitat assessment described herein, the Firm will coordinate with the County to discuss results and determine desired next steps.

### DELIVERABLE:

- The Firm will prepare a draft and final threatened and endangered species habitat assessment and impact analysis report, which will include a map depicting the distribution of potentially suitable habitat for federal and state-listed species within the project area. The Firm will submit the draft report to the County electronically within 4 weeks of completion of the field investigation. Once the review team has provided the Firm with one round of comments, the Firm will revise the report and finalize the document for submittal to the County.

## Task II: Aquatic Resource Delineation

Under the authorities of Section 404 of the Clean Water Act of 1972 (CWA), the U.S. Army Corps of Engineers (USACE) and U.S. Environmental Protection Agency regulate waters of the U.S. (WOTUS) that include, but are not limited to, wetlands, streams, rivers, and impoundments. Based on a preliminary, high-level desktop assessment of the project area, the project crosses three WOTUS. The Firm proposes to perform an aquatic resource delineation of these features and other associated potential WOTUS (if present) within the project area.

The Firm will perform the aquatic resource delineation in accordance with guidance and information available in the USACE 1987 *Corps of Engineers Wetland Delineation Manual* and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region* (Version 2.0). The Firm will use Trimble real-time differentially corrected global positioning system units with submeter accuracy to geographically reference features such as data points and ordinary high-water marks or boundaries of aquatic resources.

### DELIVERABLE:

- Within 4 weeks upon completion of the aquatic resources delineation, the Firm will prepare a draft aquatic resource delineation report outlining field investigation findings. The conclusion will include information about applicable Section 404 permits and recommendations on paths forward. The Firm will submit a draft report to the County in electronic format (PDF) for review

and comment. The Firm will respond to one round of comments before providing the County with a final version of the report in electronic format.

### **Task III: Williamson County Regional Habitat Conservation Plan Participation Application**

The project occurs to the west of Karst Zones 1 and 2 and is entirely within Karst Zone 3. Therefore, the Firm does not anticipate RHCP participation for endangered karst invertebrates. Based on the results of Task I, the Firm will draft an RHCP participation application for potential impacts to the golden-cheeked warbler within eligible portions of the project area. If necessary, the RHCP participation will only address potential impacts to potentially suitable golden-cheeked warbler habitat, should it occur within 250 feet of the project area.

#### **DELIVERABLE:**

- The Firm will prepare draft and final Williamson County RHCP participation applications. The Firm will provide the County with an electronic copy of the draft participation application within 30 days of the finalization of reports under Task I and the receipt of final (100%) project plans from a County representative. Once the review team has provided the Firm with one round of comments, the Firm will revise the report and finalize the document for submittal to the County.

### **Task IV: Cultural Resources Assessment**

The project will occur on lands owned by Williamson County, a subdivision of the State of Texas. Therefore, the project is subject to the Antiquities Code of Texas (ACT) and the accompanying Rules of Practice and Procedure, which protects archaeological sites and historic buildings on public land. This scope of work is designed to meet all requirements of the ACT and includes a cultural resources assessment and consultation with the Texas Historical Commission (THC), which also serves as the State Historic Preservation Office. The goal of this work will be to determine the level of effort required for further investigation and coordination with the THC.

#### ***Background Study, Antiquities Permit, and Agency Coordination***

The Firm will begin with a background cultural resources literature and records search of the project area. For this research, the Firm will search the Texas Archeological Sites Atlas (Atlas) online database for any previous surveys and previously recorded historic or prehistoric archaeological sites located in or near the project area. If needed, a Firm archaeologist will search site files, records, and map files housed at the Texas Archeological Research Laboratory and the THC Library. The Atlas review will also identify properties listed or eligible for listing in the National Register of Historic Places, State Antiquities Landmarks (SALs), Official Texas Historical Markers, Recorded Texas Historic Landmarks, cemeteries, and local neighborhood surveys. This task will allow the Firm to identify any areas within the project area that have the potential to contain significant, undocumented cultural resources. As part of the review, a Firm archaeologist will examine the Texas Department of Transportation Historic Overlay, a mapping/geographic information system database with historic maps and resource information covering most of the state. The Firm will also examine the extent of previous disturbances from residential and commercial development, types of soils present, and any obvious standing structures greater than 45 years in age that appear on U.S. Geological Survey (USGS) topographic maps. With this information, the Firm will be able to evaluate archaeological potential prior to performing the field investigation.

Any archaeological field investigations will require a Texas Antiquities Permit. The Firm's principal investigator will prepare the permit application and submit it to the County for review and signatures. Once all signatures are obtained, the application will be submitted to the THC. The THC has up to 30 days to review and issue a permit for the investigations. As part of the application process, the Firm will incorporate the results of the literature and records search. As part of this task, the Firm will also make all logistical preparations for the field investigation and establish project management protocols.

## ***Field Investigations***

The Firm will perform an intensive cultural resources field investigation of the approximately 2-mile-long (20.2-acre) project area. The goal of the investigation will be to locate all prehistoric and historic cultural resources within the project area, establish vertical and horizontal site boundaries to the extent feasible with consideration of access constraints, and evaluate the significance and eligibility of all recorded sites for designation as SALs. The field investigation will comply with applicable THC and Council of Texas Archaeologists (CTA) archaeological survey standards for projects of this size.

For linear projects, THC/CTA field investigation standards require a minimum of 16 shovel tests per linear mile of approximately 100-foot-wide ROW. Any deviations from these standards will be clearly discussed and explained in the resulting report of investigations. Shovel tests will be approximately 12 inches in diameter and excavated in arbitrary 8-inch levels to 31 inches below surface or culturally sterile deposits, whichever comes first. Shovel tests will be excavated to the depth of anticipated project impacts. If the shovel testing indicates the potential for cultural deposits deeper than 31 inches below surface and/or if the impacts from the proposed project are anticipated to be deeper than 31 inches below surface, mechanical backhoe trenching would be implemented. The matrix from each shovel test will be screened through 0.25-inch mesh, and the location of each excavation will be plotted using a handheld GPS receiver. Each shovel test will be recorded on a standardized form.

If archaeological sites are encountered in the project area during the investigation, they will be explored as much as possible with consideration to the boundaries of the project. All discovered sites will be assessed regarding their potential significance so that recommendations can be made for proper management (i.e., avoidance, non-avoidance, or further work) and eligibility. Shovel tests will be excavated per THC/CTA standards to define horizontal and vertical site boundaries (i.e., at least six shovel tests per site). Site delineation shovel tests will be excavated in a cruciform pattern at 49-foot intervals or less until two negatives are encountered in each direction or landform limits are reached. Photographs for sites found within the project area will minimally include the site setting documented from a minimum of two angles, all cultural features present within the site, a representative sample of non-diagnostic artifacts, all sides of diagnostic artifacts, and representative other natural features and/or disturbances within the site. Locations of sites, relevant features, and photograph locations will be mapped through GPS.

The Firm will complete appropriate State of Texas Archaeological Site Data Forms for each site discovered and/or revisited during the investigations. The Firm will produce a detailed plan map of each site and plot locations on USGS 7.5-minute topographic quadrangles and relevant project maps. Artifacts will be tabulated, analyzed, and documented in the field but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field, then left in place. This policy will reduce curation costs once the fieldwork is concluded. However, as per the antiquities permit, all original field paperwork and photographs must be curated at an approved repository. For this project, curation will be done at the Center for Archaeological Research at the University of Texas at San Antonio (CAR-UTSA).

## ***Reporting and Curation***

Once the cultural resources field investigation has been completed, the Firm will prepare a report for review by the County and the THC. The report of the investigation will conform to CTA and THC standards and guidelines. The report will provide the results of the background review and the field investigation, including the methodology used in the investigation, the presence and condition of previously recorded sites located in and around the project area, the history of the property, photographs illustrating the environment and setting, a description of cultural resources encountered during the field investigation, recommendations for management of those cultural resources, and recommendations for additional investigations, if warranted. The Firm will submit a draft electronic copy of the report to the County for review and comment. The Firm will address all comments and concerns, and at the County's request will submit the revised draft to the THC for review. The Firm will address any comments or concerns and will produce a final report to complete requirements of the antiquities permit. The Firm is proposing a no-collection field investigation of any encountered cultural materials; however, field documentation (e.g., records and photographs) will be curated at CAR-UTSA.

The ACT requires that, upon approval of the draft report, a final report must be produced. The Firm will furnish one unbound hard copy and two electronic copies of the final report the THC, complete an abstract text online, and furnish 11 hard copies of the report (without site information, if any) to university-based libraries and archaeological research facilities around the state.

## ***Unanticipated Discovery of Human Remains***

In the event of unexpected discovery of human remains or funerary objects/contexts during the field investigation, the Firm will comply with all applicable state laws (Texas Health and Safety Code Section 711 and the Texas Administrative Code Title 13, Chapter 22 Sections 22.1 through 22.6.) as well as take into account the Advisory Council on Historic Preservation's 2007 Policy Statement on the Treatment of Burial Sites. Any human skeletal remains that may be discovered will, at all times, be treated with dignity and respect. If human remains are uncovered during the investigation, the following steps will be taken:

- The Firm will halt excavation of the remains and shall notify the Williamson County sheriff and the THC. The sheriff will be requested to contact the coroner/medical examiner. After examining the human remains, if the sheriff and coroner determine the remains are modern, then the sheriff or coroner will assume responsibility for the remains.
- Appropriate measures will be taken to ensure that the remains are protected and not disturbed prior to the conclusion of investigation by law enforcement and consultation with appropriate groups to determine next steps (if needed).
- Excavations (e.g., shovel testing, backhoe trenching) within 328 feet of the find will be halted until the THC authorizes continued work in those areas.
- Field investigations will continue elsewhere in the project area.
- If the county sheriff and coroner determine that the remains are not modern or a crime scene, thereby relinquishing their jurisdiction over the remains, the Firm will coordinate with the County and THC to determine the appropriate course of action and file a Notice of the Existence of a Cemetery.



**DELIVERABLE:**

- The Firm is prepared to complete the background cultural resources review and Texas Antiquities Permit application within 10 days of receiving written notice to proceed. The Firm will submit the permit application to the County for review and signatures. Once all signatures are obtained, the Firm will submit the permit application to the THC. The THC has 30 days to review and issue a permit for the investigations; however, for projects of this size and scope, authorization is typically received within 2 weeks of submittal.
- Once the permit number is received, the Firm will coordinate with the County to perform the cultural resources survey. The cultural resources survey is estimated to be completed in 1 day but will depend on timing of access and number of sites encountered.
- The Firm will submit a draft electronic copy of the report, including the results of the background review and the field survey, to the County within 30 business days of fieldwork completion for review and comment. The Firm will address all comments and concerns, and at the County's request, the Firm will submit the revised draft to the THC for review.
- Upon THC approval of the draft report, the Firm will produce a final report. The Firm will furnish one unbound hard copy and two electronic copies of the final report to the THC, complete an abstract text online, and furnish 11 hard copies of the report (without site information, if any) to university-based libraries and archaeological research facilities around the state.

**Task V: Phase I Environmental Site Assessment**

The Firm will prepare the PIESA report in accordance with American Society of Testing and Material (ASTM) Standards on Environmental Site Assessments for Commercial Real Estate, E1527-13 Standard Practice for Environmental Site Assessments. The PIESA will also be performed in accordance with the U.S. Environmental Protection Agency's All Appropriate Inquiry (AAI) standards amended in 2013. The preparation of the PIESA will consist of the following tasks: records review, interviews, site reconnaissance, and user-provided information.

***Records Review***

The Firm will review recent and historical aerial photography and topographic maps to identify operations or activities that may have caused the release of hazardous substances into the environment. If made available by the County, the Firm also will review copies of environmental reports previously prepared for the site, environmental compliance audits, environmental permits, environmental liens and activity and use limitation (AULs), and other available environmental documents relating to the project area. As part of the review process, the Firm will summarize regional hydrogeological, geographic, and physiographic characteristics.

Additionally, the Firm will review available state and federal regulatory databases for a radius as specified in ASTM standards around the entire project area to determine whether the project area or nearby facilities have been subject to environmental actions or review. The regulatory database review will, at a minimum, include the databases required to satisfy the ASTM standard. The need for additional in-person regulatory file review is not anticipated, but would be performed on a time and materials basis, only when necessary, and provided that such files are publicly and readily available. A 50-year chain-of-title will not be obtained by the Firm under the scope of services. The Firm will, however, review chain-of-title reports if supplied by the client. Per ASTM standards, regulatory database reviews have a 6-month shelf life.

## ***Interviews***

If the project area contact and/or property owner contact information is made available by the County, the Firm will contact the landowner via a mailed or emailed landowner questionnaire. In the interest of expediency, responses received too late for inclusion in the report will not be discussed in the report. If late responses offer information pertinent to the findings discussed in the report, the Firm will provide an addendum letter. The Firm assumes that the County will provide contact information for property owners and/or representatives of all affected parcels within the project area.

## ***Site Reconnaissance***

The Firm's personnel will perform a site reconnaissance of the subject property to document current project conditions. Adjacent properties will be observed from the project area and from public rights-of-way to visually identify and photograph areas with potential recognized environmental conditions. The Firm will include a general discussion in the report of how field observations relate to potential contamination, if appropriate.

The scope of services does not include activities such as collecting or analyzing soil, air, water, or other environmental samples and will not address issues such as radon, lead, or radioactivity. The Firm's personnel will require access to all of the project area on the date of the site reconnaissance. Access to private lands, locked gates, or restricted areas will be arranged by the County. It is assumed that the County will assist with landowner access as needed, which could include providing landowner notifications or land access permission letters for the Firm's staff to carry.

## ***User-Provided Information***

User-provided information is an essential component of the PIESA and includes items such as copies of any previous PIESAs or other relevant environmental documents, a completed PIESA user questionnaire, the reason why the PIESA is being performed, and contact information for current or past owners or land users. The ASTM standard states the user is responsible for completing a search of recorded land-title records and judicial records of environmental liens and AULs. If the user opts not to search for liens and AULs, this would be noted as a limitation of the report. The user of the report is defined as the party seeking to use ASTM Standard E 1527-13 to complete a PIESA of the property.

## **DELIVERABLE:**

- The Firm will summarize and document the PIESA findings in one report. Sections within the report will include 1) an introduction and description of the scope of services; 2) a description of the project area; 3) a summary of the project area history, including interviews and user-provided information; 4) a regulatory database review; 5) a description of the site reconnaissance; and 6) report findings and conclusions. Report limitations and literature cited will also be included.
- Figures, at a minimum will include 1) a regional site location map and 2) aerial photography with mapped points of interest. Where applicable, report appendices could include 1) environmental database records and supplemental data; 2) documentation of interviews and other correspondence; 3) select project area photographs; 4) applicable project area history and prior-use documentation; and 5) copies of relevant environmental reports that have been previously prepared for the project area.
- The PIESA report will be prepared by a qualified environmental professional as defined in ASTM E 1527-13 and the AAI Rule. If all access constraints and landowner agreements are already

verified at the time of notice to proceed (NTP), the Firm can begin the site reconnaissance within 6 weeks of NTP. Within 4 weeks of the site reconnaissance, the Firm will provide the County with an electronic draft of the report for one round of review and comment. The Firm will incorporate comments into the final report which will be submitted to the County electronically.

## COST SUMMARY

The Firm offers the scope of work described herein on a time and materials basis, not to exceed the agreed-upon compensation cap, per the scope of work and the terms listed in the current Master Services Agreement between the Firm and the County. The Firm can provide the scope of work for an estimated cost of \$36,542.00. Table 1 provides a summary of estimated costs by task.

**Table 1. Cost and Task Summary**

Task	Cost
I Threatened and Endangered Species Habitat Assessment and Impacts Analysis	\$7,704.60
II Aquatic Resource Delineation	\$5,170.00
III Williamson County Regional Habitat Conservation Plan Participation Application	\$4,280.00
IV Cultural Resources Assessment	\$14,650.00
V Phase I Environmental Site Assessment	5,308.00
<b>TOTAL</b>	<b>\$37,112.60</b>

## ASSUMPTIONS:

- Cost does not include presence/absence surveys for any listed species or karst feature excavation. The Firm can provide these services at additional cost, if requested.
- The Task I field investigation is performed concurrently with the Task II field investigation and will be performed by two environmental scientists and three cultural resources specialists during a single 1-day mobilization. Delays outside of the Firm's control, such as weather, land access, and COVID-19 issues, may require a supplemental work authorization.
- The Firm assumes the project area will be entirely within the existing ROW and proposed ROW on either side of CR 201 for anticipated temporary construction easements and permanent impacts.
- The budget is based upon complete and open access to the project area. All land acquisition or right-of-entry to the property will be obtained by the County prior to the commencement of field investigations. Factors beyond the Firm's control, such as access restrictions, inclement weather, or unsafe project conditions that result in delays to the project schedule or require additional mobilizations, may require a supplemental work authorization.
- The Firm assumes no more than one cultural resources site will be identified during the field investigation based on the preliminary desktop review. If additional cultural resources sites are encountered, the Firm will contact the County to negotiate a supplemental work authorization to complete the additional site documentation and processing.
- The cost does not include project-related safety training or expenses (e.g., Occupational Safety and Health Administration, Hazardous Waste Operations and Emergency Response Standard, company, or site-specific safety training). An additional cost estimate for safety-related expenses outside the Firm's standard safety protocols will be submitted separately, if required.
- The cost does not include archaeological test excavations or data recovery of any sites discovered during the cultural resources field investigation.

- The PIESA field investigation will be completed in one mobilization (a total of one day) by one Firm staff member, with completion of field investigations being dependent upon weather, site conditions, and no COVID-related delays. If additional mobilizations are needed, supplemental may be necessary.
- The County will release any known environmental data or reports associated with the project area to the Firm for the PIESA.
- The PIESA will be prepared in general accordance with ASTM standards and does not include any sampling, such as soil, air, water, vapor, lead, or asbestos.
- The County will provide landowner contact information (address and/or email) for sending of landowner questionnaires.
- The date of the intended use of the PIESA is within 180 days of the completion of the report.

## **ATTACHMENT C**

### **Work Schedule**

#### **WORK AUTHORIZATION NO. 01**

#### **PROJECT: County Road 201 Environmental Services**

SWCA is prepared to begin work immediately upon receiving an approved work authorization and rights-of-entry from the County. Fieldwork will conclude within 6 weeks of receipt of the rights-of-entry. SWCA will provide initial written report(s) documenting results of fieldwork to the County and its agents within 4 weeks of the conclusion of fieldwork. All work is expected to be completed and the report(s) finalized by December 31, 2021.

## ATTACHMENT D

### Fee Schedule

#### WORK AUTHORIZATION NO. 01

#### PROJECT: County Road 201 Environmental Services

SWCA proposes to conduct the services described in Attachment B on a time-and-materials basis in accordance with the following rate schedule (Table 1):

**Table 1. Estimated Cost Breakdown**

Project Role	Hourly Rate	Units (hours, other)	Value
<b>SWCA Environmental Consultants</b>			
Specialist I	\$68.10	44	\$2,996.40
Specialist II	\$80.30	33	\$2,649.90
Specialist III	\$90.46	24	\$2,171.04
Specialist IV	\$100.62	95	\$9,558.90
Specialist V	\$110.79	119.25	\$13,211.71
Specialist VII	\$133.15	4	\$532.60
Specialist X	\$173.80	15	\$2,607.00
Specialist XI	\$190.07	5	\$950.35
Administrative V	\$90.46	7.5	\$678.45
<b>Labor Subtotal</b>		<b>346.75</b>	<b>\$35,356.35</b>
Mileage	\$0.575	330	\$189.75
GIS-grade GPS	\$70.00	3	\$210.00
Supplies	\$20.00	3	\$60.00
Overnight Delivery	\$20.00	1	\$20.00
Curation	\$183.00	1.5	\$274.50
Records Search	\$500.00	1.5	\$750.00
B&W Copies	\$0.10	1120	\$112.00
Color Copies	\$1.00	140	\$140.00
<b>Direct Costs Subtotal</b>			<b>\$1,756.25</b>
<b>Total</b>			<b>\$37,112.60</b>



**Summary of Changes to CPI**

Month	Year	CPI
January*	2020	248.005
January	2021	252.067
Variance		4.062
% Variance (escalation)		<b>1.64%</b>

\*Rates requested at execution of contract

**2021 Rate Schedule (SWCA)**

Code	Title/Level	2020 Rates	1.64% (escalation)	2021 Rates
C00	Principal-In-Charge	285.00	4.67	289.67
SME	Subject Matter Expert	210.00	3.44	213.44
M05	Manager V	109.00	1.79	110.79
M06	Manager VI	119.00	1.95	120.95
M07	Manager VII	131.00	2.15	133.15
M08	Manager VIII	142.00	2.33	144.33
M09	Manager IX	153.00	2.51	155.51
M10	Manager X	171.00	2.80	173.80
M11	Manager XI	187.00	3.07	190.07
M12	Manager XII	205.00	3.36	208.36
T01	Technician I	47.00	0.77	47.77
T02	Technician II	55.00	0.90	55.90
S01	Specialist I	67.00	1.10	68.10
S02	Specialist II	79.00	1.30	80.30
S03	Specialist III	89.00	1.46	90.46
S04	Specialist IV	99.00	1.62	100.62
S05	Specialist V	109.00	1.79	110.79
S06	Specialist VI	119.00	1.95	120.95
S07	Specialist VII	131.00	2.15	133.15
S08	Specialist VIII	142.00	2.33	144.33
S09	Specialist IX	153.00	2.51	155.51
S10	Specialist X	171.00	2.80	173.80
S11	Specialist XI	187.00	3.07	190.07
S12	Specialist XII	205.00	3.36	208.36
T01	Administrative I	42.00	0.69	42.69
T02	Administrative II	53.00	0.87	53.87
T03	Administrative III	66.00	1.08	67.08
T04	Administrative IV	77.00	1.26	78.26
T05	Administrative V	89.00	1.46	90.46
T06	Administrative VI	101.00	1.66	102.66
T07	Administrative VII	113.00	1.85	114.85
T08	Administrative VIII	125.00	2.05	127.05

**2021 Rate Schedule (Cambrian Environmental)**

Code	Title/Level	2020 Rates	1.64% (escalation)	2021 Rates
	Sr. Karst Geoscientist	155.00	2.54	157.54
	Karst Geoscientist	125.00	2.05	127.05
	Field Technician	65.00	1.07	66.07
	Karst Biologist	100.00	1.64	101.64

**Commissioners Court - Regular Session****23.****Meeting Date:** 06/22/2021

SWCA 2574 WA2 CR 255

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$33,905.07 to expire on December 31, 2021 under Williamson County Contract for Environmental Services between SWCA Incorporated and Williamson County dated February 25, 2020 for CR 255 Environmental Services. Funding source: P546

**Background**

---

**Fiscal Impact**

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

**Attachments**

SWCA 2574 WA2 CR 255

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 06/15/2021

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

06/15/2021 02:06 PM

06/15/2021 04:57 PM

Started On: 06/01/2021 04:03 PM

## **WORK AUTHORIZATION NO. 2**

### **Williamson County Road & Bridge Environmental On-Call Services**

#### **County Road 255 Environmental Services**

This work authorization is made pursuant to the terms and conditions of the Williamson County Contract for Consulting Services (the Contract), dated February 25, 2020, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas (the County), and SWCA, Incorporated (the Firm).

Part 1. The Firm shall provide the consulting 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 \$33,905.07.

Part 3. Payment to the Firm 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, 2021. The consulting 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. The County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this work authorization. The Firm understands and agrees that the 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 the Firm that the County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Firm.

Part 7. This work authorization is hereby accepted and acknowledged below.

*Continued on next page*

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FIRM: SWCA, Incorporated  
dba SWCA Environmental Consultants

COUNTY: Williamson County, Texas

By: Amber Ballman  
Signature

By: \_\_\_\_\_  
Signature

Amber Ballman  
Printed Name

\_\_\_\_\_  
Printed Name

Director, Natural Resources – Austin  
Title

\_\_\_\_\_  
Title

#### LIST OF ATTACHMENTS

Attachment A. Services to be Provided by the County

Attachment B. Services to be Provided by the Firm

Attachment C. Work Schedule

Attachment D. Fee Schedule



## **ATTACHMENT A**

### **Services to be Provided by the County**

**WORK AUTHORIZATION NO. 02**

**PROJECT: County Road 255 Environmental Services**

The County will coordinate all rights-of-entry necessary for field assessments.

## **ATTACHMENT B**

### **Services to be Provided by the Firm**

#### **WORK AUTHORIZATION NO. 02**

#### **PROJECT: County Road 255 Environmental Services**

The County proposes widening and straightening County Road (CR) 255 in Georgetown, Williamson County, Texas, by widening from the existing two-lane roadway to a four-lane (two in each direction) divided roadway with a straightening component extending the existing roadway along 0.5 mile to connect with Ronald Reagan Boulevard (project). The project will be constructed within an approximately 136-foot-wide right-of-way (ROW) along approximately 2.9 miles of roadway, beginning at CR 254 and extending south to Ronald Reagan Boulevard (project area) (Figure 1). The project area consists of approximately 47.8 acres.

Environmental services are provided upon the request of the County as needed for the project. Services will include a threatened and endangered species habitat assessment and impact analysis, an aquatic resources delineation, a cultural resource assessment, and a Phase I Environmental Site Assessment (PIESA). To perform these environmental services, the Firm will access those parcels within the project area where right-of-entry is obtained, and the Firm understands that all access will be coordinated by the County. The Firm also understands that some parcels could require a separate visit, in which case a supplemental work authorization would be required.

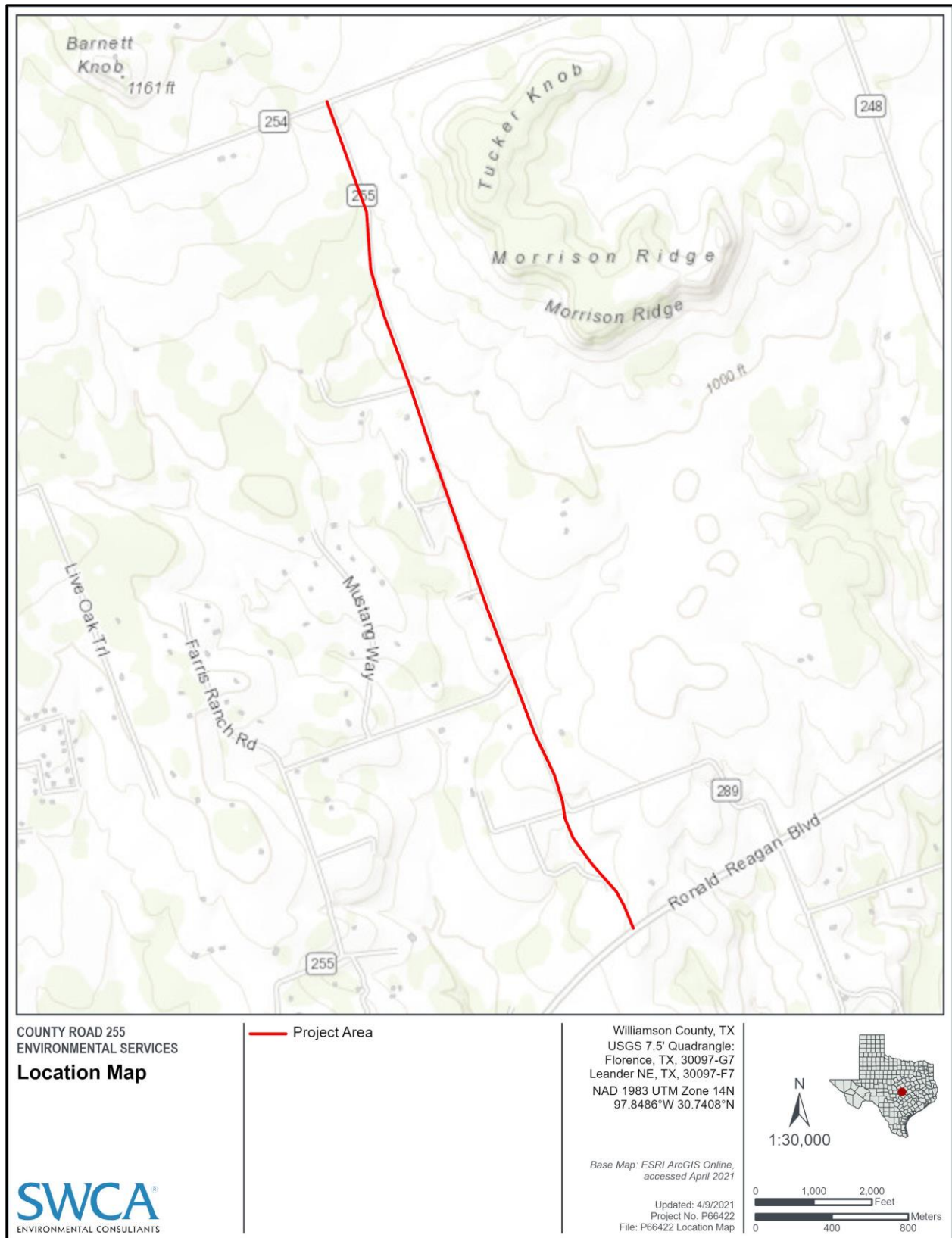


Figure 1. Project area location.



## Task I: Threatened and Endangered Species Habitat Assessment and Impact Analysis

The Firm will perform a field investigation of land features (including waterways) and vegetation communities within the project area to evaluate the potential for federally or state-listed threatened and endangered species habitat to occur within the project area. High level desktop analysis indicates that the project area does not occur atop Karst Zone 1 (areas where endangered karst invertebrates are known to occur) or Karst Zone 2 (areas where karst invertebrates are likely to occur), so the Firm will not focus on identifying potential habitat for karst invertebrates during the field investigation. High level desktop analysis also indicates springs containing *Eurycea* salamanders are not present within or near the project area. Based on an initial review of aerial imagery the Firm anticipates focusing the field investigation on closed canopy forest due to the likely presence of potentially suitable habitat for the golden-cheeked warbler (*Setophaga chrysoparia*).

Field investigation methods for identifying potentially suitable habitat for golden-cheeked warblers will consist primarily of a visual reconnaissance of existing conditions within the project area. The species is known to breed during the spring and summer in Williamson County and has very specific habitat requirements. The Firm will send biologists familiar with golden-cheeked warbler habitat preferences to perform the field investigation.

Following the completion of the federally or state-listed threatened and endangered species habitat assessment described herein, the Firm will coordinate with the County to discuss results and determine desired next steps.

### DELIVERABLE:

- The Firm will prepare a draft and final threatened and endangered species habitat assessment and impact analysis report, which will include a map depicting the distribution of potentially suitable habitat for federally and state-listed species within the project area. The Firm will submit the draft report to the County electronically within 4 weeks of completion of the field investigation. Once the review team has provided the Firm with one round of comments, the Firm will revise the report and finalize the document for submittal to the County.

## Task II: Aquatic Resources Delineation

Under the authorities of Section 404 of the Clean Water Act of 1972 (CWA), the U.S. Army Corps of Engineers (USACE) and U.S. Environmental Protection Agency regulate waters of the U.S. (WOTUS) that include, but are not limited to, wetlands, streams, rivers, and impoundments. Based on a preliminary, high-level desktop assessment of the project area, the project area contains five potential WOTUS. The Firm proposes to perform an aquatic resources delineation of these features and other associated potential WOTUS (if present) within the project area.

The Firm will perform the aquatic resources delineation in accordance with guidance and information available in the USACE 1987 *Corps of Engineers Wetland Delineation Manual* and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region* (Version 2.0). The Firm will use Geode real-time differentially corrected global positioning system (GPS) units with submeter accuracy to geographically reference features such as data points and ordinary high water marks or boundaries of aquatic resources.

**DELIVERABLE:**

- Within 4 weeks of completion of the aquatic resources delineation, the Firm will prepare a draft aquatic resources delineation report outlining results of the delineation. The conclusion will include information about applicable Section 404 permits of CWA and recommendations on paths forward. The Firm will submit a draft report to the County in electronic format (PDF) for review and comment. The Firm will respond to one round of comments before providing the County with a final version of the report in electronic format.

**Task III: Cultural Resources Assessment**

The project will occur on lands owned by Williamson County, a subdivision of the State of Texas. Therefore, the project is subject to the Antiquities Code of Texas (ACT) and the accompanying Rules of Practice and Procedure, which protects archaeological sites and historic buildings on public land. This scope of work is designed to meet all requirements of the ACT and includes a cultural resources assessment and consultation with the Texas Historical Commission (THC), which also serves as the State Historic Preservation Office. The goal of this work will be to determine the level of effort required for further investigation and coordination with the THC.

***Background Study, Antiquities Permit, and Agency Coordination***

The Firm will begin with a background cultural resources literature and records search of the project area. For this research, the Firm will search the Texas Archeological Sites Atlas (Atlas) online database for any previous surveys and previously recorded historic or prehistoric archaeological sites located in or near the project area. If needed, a Firm archaeologist will search site files, records, and map files housed at the Texas Archeological Research Laboratory and the THC Library. The Atlas review will also identify properties listed in or eligible for the National Register of Historic Places, State Antiquities Landmarks (SALs), Official Texas Historical Markers, Recorded Texas Historic Landmarks, cemeteries, and local neighborhood surveys. This task will allow the Firm to identify any areas within the project area that have the potential to contain significant, undocumented cultural resources. As part of the review, a Firm archaeologist will examine the Texas Department of Transportation Historic Overlay, a mapping/geographic information system database with historic maps and resource information covering most of the state. The Firm will also examine the extent of previous disturbances from residential and commercial development, types of soils present, and any obvious standing structures greater than 45 years in age that appear on U.S. Geological Survey (USGS) topographic maps. With this information, the Firm will be able to evaluate archaeological potential prior to performing the field investigation.

Any archaeological field investigations will require a Texas Antiquities Permit. The Firm's principal investigator will prepare the permit application and submit it to the County for review and signatures. Once all signatures are obtained, the application will be submitted to the THC. The THC has up to 30 days to review and issue a permit for the investigations. As part of the application process, the Firm will incorporate the results of the literature and records search. As part of this task, the Firm will also make all logistical preparations for the field investigation and establish project management protocols.

***Field Investigations***

The Firm will perform an intensive cultural resources field investigation of the approximately 2.9-mile-long (47.8-acre) project area, including the straightening component extending the existing roadway along 0.5 mile to connect with Ronald Reagan Boulevard. The goal of the investigation will be to locate all prehistoric and historic cultural resources within the project area, establish vertical and horizontal site boundaries to the extent feasible with consideration of access constraints, and evaluate the significance

and eligibility of all recorded sites for designation as SALs. The field investigation will comply with applicable THC and Council of Texas Archeologists (CTA) archaeological survey standards for projects of this size.

For linear projects, THC/CTA field investigation standards require a minimum of 16 shovel tests per linear mile of approximately 100-foot-wide ROW. Any deviations from these standards will be clearly discussed and explained in the resulting report of investigations. Shovel tests will be approximately 12 inches in diameter and excavated in arbitrary 8-inch levels to 31 inches below surface or culturally sterile deposits, whichever comes first. Shovel tests will be excavated to the depth of anticipated project impacts. If the shovel testing indicates the potential for cultural deposits deeper than 31 inches below surface and/or if the impacts from the project are anticipated to be deeper than 31 inches below surface, mechanical backhoe trenching will be implemented. The matrix from each shovel test will be screened through 0.25-inch mesh, and the location of each excavation will be plotted using a handheld GPS receiver. Each shovel test will be recorded on a standardized form.

If archaeological sites are encountered in the project area during the investigation, they will be explored as much as possible with consideration to the boundaries of the project. All discovered sites will be assessed regarding their potential significance so that recommendations can be made for proper management (i.e., avoidance, non-avoidance, or further work) and eligibility. Shovel tests will be excavated per THC/CTA standards to define horizontal and vertical site boundaries (i.e., at least six shovel tests per site). Site delineation shovel tests will be excavated in a cruciform pattern at 49-foot intervals or less until two negatives are encountered in each direction or landform limits are reached. Photographs for sites found within the project area will minimally include the site setting documented from a minimum of two angles, all cultural features present within the site, a representative sample of non-diagnostic artifacts, all sides of diagnostic artifacts, and representative other natural features and/or disturbances within the site. Locations of sites, relevant features, and photographs will be mapped through GPS.

The Firm will complete appropriate State of Texas Archeological Site Data Forms for each site discovered and/or revisited during the investigations. The Firm will produce a detailed plan map of each site and plot locations on USGS 7.5-minute topographic quadrangles and relevant project maps. Artifacts will be tabulated, analyzed, and documented in the field but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field, then left in place. This policy will reduce curation costs once the fieldwork is concluded. However, as per the antiquities permit, all original field paperwork and photographs must be curated at an approved repository. For this project, curation will be done at the Center for Archeological Research at the University of Texas at San Antonio (CAR-UTSA).

## ***Reporting and Curation***

Once the cultural resources field investigation has been completed, the Firm will prepare a draft report for review by the County and the THC. The report of the investigation will conform to CTA and THC standards and guidelines. The report will provide the results of the background review and the field investigation, including the methodology used in the investigation, the presence and condition of previously recorded sites located in and around the project area, the history of the property, photographs illustrating the environment and setting, a description of cultural resources encountered during the field investigation, recommendations for management of those cultural resources, and recommendations for additional investigations, if warranted. The Firm will submit a draft electronic copy of the report to the County for review and comment. The Firm will address all comments and concerns from the County, and at the County's request will submit the revised draft to the THC for review. The Firm will address any comments or concerns from the THC and will produce a final report to complete requirements of the ACT and antiquities permit. The Firm will furnish one unbound hard copy and two electronic copies of the

final report to the THC, complete an abstract text online, and furnish 11 hard copies of the report (without site information, if any) to university-based libraries and archaeological research facilities around the state.

The Firm is proposing a no-collection field investigation of any encountered cultural materials; however, field documentation (e.g., records and photographs) will be curated at CAR-UTSA.

### ***Unanticipated Discovery of Human Remains***

In the event of unexpected discovery of human remains or funerary objects/contexts during the field investigation, the Firm will comply with all applicable state laws (Texas Health and Safety Code Section 711 and the Texas Administrative Code Title 13, Chapter 22, Sections 22.1 through 22.6.) and take into account the Advisory Council on Historic Preservation's 2007 Policy Statement on the Treatment of Burial Sites. Any human skeletal remains that may be discovered will, at all times, be treated with dignity and respect. If human remains are uncovered during the investigation, the following steps will be taken:

- The Firm will halt excavation of the remains and shall notify the Williamson County sheriff and the THC. The sheriff will be requested to contact the coroner/medical examiner. After examining the human remains, if the sheriff and coroner determine the remains are modern, then the sheriff or coroner will assume responsibility for the remains.
- Appropriate measures will be taken to ensure that the remains are protected and not disturbed prior to the conclusion of investigation by law enforcement and consultation with appropriate groups to determine next steps (if needed).
- Excavations (e.g., shovel testing, backhoe trenching) within 328 feet of the find will be halted until the THC authorizes continued work in those areas.
- Field investigations will continue elsewhere in the project area.
- If the county sheriff and coroner determine that the remains are not modern or a crime scene, thereby relinquishing their jurisdiction over the remains, the Firm will coordinate with the County and THC to determine the appropriate course of action and file a Notice of the Existence of a Cemetery.

### **DELIVERABLE:**

- The Firm is prepared to complete the background cultural resources review and Texas Antiquities Permit application within 10 days of receiving written notice to proceed (NTP). The Firm will submit the permit application to the County for review and signatures. Once all signatures are obtained, the Firm will submit the permit application to the THC. The THC has 30 days to review and issue a permit for the investigations; however, for projects of this size and scope of work, authorization is typically received within 2 weeks of submittal.
- Once the permit number is received, the Firm will coordinate with the County to perform the cultural resources survey. The cultural resources survey is estimated to be completed in one 12-hour day by a three-person survey crew but will depend on timing of access and number of sites encountered.
- The Firm will submit a draft electronic copy of the report, including the results of the background review and the field survey, to the County within 30 business days of fieldwork completion for

review and comment. The Firm will address all comments and concerns, and at the County's request, the Firm will submit the revised draft to the THC for review.

- Upon THC approval of the draft report, the Firm will produce a final report. The Firm will furnish one unbound hard copy and two electronic copies of the final report to the THC, complete an abstract text online, and furnish 11 hard copies of the report (without site information, if any) to university-based libraries and archaeological research facilities around the state.

## **Task IV: Phase I Environmental Site Assessment**

The Firm will prepare the PIESA report in accordance with American Society of Testing and Material (ASTM) Standards on Environmental Site Assessments for Commercial Real Estate, E1527-13 Standard Practice for Environmental Site Assessments. The PIESA will also be performed in accordance with the U.S. Environmental Protection Agency's All Appropriate Inquiry (AAI) standards amended in 2013. The preparation of the PIESA will consist of the following tasks: records review, interviews, site reconnaissance, and user-provided information.

### ***Records Review***

The Firm will review recent and historical aerial photography and topographic maps to identify operations or activities that may have caused the release of hazardous substances into the environment. If made available by the County, the Firm also will review copies of environmental reports previously prepared for the site, environmental compliance audits, environmental permits, environmental liens and activity and use limitations (AULs), and other available environmental documents relating to the project area. As part of the review process, the Firm will summarize regional hydrogeological, geographic, and physiographic characteristics.

Additionally, the Firm will review available state and federal regulatory databases within standard search radii as specified in ASTM standards around the entire project area to determine whether the project area or nearby facilities have been subject to environmental actions or review. The regulatory database review will, at a minimum, include the databases required to satisfy the ASTM standard. The need for additional in-person regulatory file review is not anticipated, but would be performed on a time and materials basis, only when necessary, and provided that such files are publicly and readily available. The Firm is not responsible for obtaining a 50-year chain-of-title under the scope of work. The Firm will, however, review chain-of-title reports if supplied by the County. Per ASTM standards, regulatory database reviews have a 6-month shelf life.

### ***Interviews***

If property owner contact information is made available by the County, the Firm will contact the landowner(s) via a mailed or emailed landowner questionnaire. In the interest of expediency, responses received too late for inclusion in the report will not be discussed in the report. If late responses offer information pertinent to the findings discussed in the report, the Firm will provide an addendum letter. The Firm assumes that the County will provide contact information for property owners and/or representatives of all affected parcels within the project area.

### ***Site Reconnaissance***

The Firm's personnel will perform a site reconnaissance of the project area, or subject property, to document current project conditions. Adjacent properties will be observed from the project area and from

public ROWs to visually identify and photograph areas with potential recognized environmental conditions as defined in the ASTM standard. The Firm will include a general discussion in the report of how field observations relate to potential contamination, if appropriate.

The scope of work does not include activities such as collecting or analyzing soil, air, water, or other environmental samples and will not address issues such as radon, lead, or radioactivity. The Firm's personnel will require access to the entire project area on the date of the site reconnaissance. Access to private lands, locked gates, or restricted areas will be arranged by the County. It is assumed that the County will assist with landowner access as needed, which could include providing landowner notifications or land access permission letters for the Firm's staff to carry.

### ***User-Provided Information***

The user of the PIESA report is defined as the party seeking to use ASTM Standard E 1527-13 to complete a PIESA of the property, which for this project is the County. User-provided information is an essential component of the PIESA and includes items such as copies of any previous PIESAs or other relevant environmental documents, a completed PIESA user questionnaire, the reason why the PIESA is being performed, and contact information for current or past landowners or users. The ASTM standard states the County, as the user, is responsible for completing a search of recorded land-title records and judicial records of environmental liens and AULs. If the user opts not to search for liens and AULs, the Firm will note this as a limitation of the report.

### **DELIVERABLE:**

- The Firm will summarize and document the PIESA findings in one report. Sections within the report will include 1) an introduction and description of the scope of work; 2) a description of the project area; 3) a summary of the project area history, including interviews and user-provided information; 4) a regulatory database review; 5) a description of the site reconnaissance; and 6) report findings and conclusions. Report limitations and literature cited will also be included.
- Figures, at a minimum, will include 1) a regional site location map and 2) aerial photography with mapped points of interest. Where applicable, report appendices could include 1) environmental database records and supplemental data; 2) documentation of interviews and other correspondence; 3) select project area photographs; 4) applicable project area history and prior-use documentation; and 5) copies of relevant environmental reports that have been previously prepared for the project area.
- The PIESA report will be prepared by a qualified environmental professional as defined in ASTM E 1527-13 and the AAI Rule. If all access constraints and landowner agreements are already verified at the time of NTP, the Firm can conduct the site reconnaissance within 6 weeks of NTP. Within 4 weeks of the site reconnaissance, the Firm will provide the County with an electronic draft of the report for one round of review and comment. The Firm will incorporate comments into the final report, which will be submitted to the County electronically.

## COST SUMMARY

The Firm offers the scope of work described herein on a time-and-materials basis, not to exceed the agreed-upon compensation cap, per the scope of work and the terms listed in the current Master Services Agreement between the Firm and the County. The Firm can provide the scope of work for an estimated cost of \$33,905.07. Table 1 provides a summary of estimated costs by task.

**Table 1. Cost and Task Summary**

Task	Cost
I Threatened and Endangered Species Habitat Assessment and Impacts Analysis	\$8,050.07
II Aquatic Resources Delineation	\$5,235.00
III Cultural Resources Assessment	\$14,817.00
IV Phase I Environmental Site Assessment	\$5,803.00
<b>TOTAL</b>	<b>\$33,905.07</b>

## ASSUMPTIONS:

- The cost is based upon complete and open access to the project area. All land acquisition or right-of-entry to the property will be obtained by the County prior to the commencement of field investigations described under Tasks I–IV. Factors beyond the Firm’s control, such as access restrictions, inclement weather, or unsafe project conditions that result in delays to the project schedule or require additional mobilizations, may require a supplemental work authorization.
- The cost does not include project-related safety training or expenses (e.g., Occupational Safety and Health Administration, Hazardous Waste Operations and Emergency Response Standard, company, or site-specific safety training). An additional cost estimate for safety-related expenses outside the Firm’s standard safety protocols will be submitted separately, if required.
- This scope of work does not include agency-level reporting, permitting, or coordination. If needed, the Firm can provide this under a Supplemental Work Authorization.
- Task I and II-specific assumptions:
  - Cost does not include presence/absence surveys for federally and/or state-listed threatened or endangered species. The Firm can provide these services at additional cost, if requested.
  - The Task I federally or state-listed threatened and endangered species will be performed concurrently with the Task II aquatic resources delineation and will be performed by two environmental scientists during a single, 1-day mobilization.
- Task III-specific assumptions:
  - The Firm assumes no more than one cultural resource site will be identified during the cultural resources field investigation based on the preliminary desktop review. If additional cultural resources sites are encountered, the Firm will contact the County to negotiate a supplemental work authorization to complete the additional site documentation and processing.

- The cost does not include archaeological test excavations or data recovery of any sites discovered during the cultural resources field investigation.
- Task IV-specific assumptions:
  - The PIESA site reconnaissance will be completed in one mobilization (a total of 1 day) by one Firm staff member, with completion of the site reconnaissance.
  - The County will release any known environmental data or reports associated with the project area to the Firm for the PIESA.
  - The PIESA will be prepared in general accordance with ASTM standards and does not include any sampling, such as soil, air, water, vapor, lead, or asbestos.
  - The County will provide landowner contact information (address and/or email) for sending of landowner questionnaires.
  - The County will provide a completed PIESA user questionnaire.
  - The County is responsible for completing a search of recorded land-title records and judicial records of environmental liens and AULs. If the County opts not to search for liens and AULs, the Firm will note this as a limitation of the report.
  - The date of the intended use of the PIESA is within 180 days of the completion of the report.



## **ATTACHMENT C**

### **Work Schedule**

#### **WORK AUTHORIZATION NO. 02**

#### **PROJECT: County Road 255 Environmental Services**

SWCA is prepared to begin work immediately upon receiving an approved work authorization and rights-of-entry from the County. Fieldwork will conclude within 6 weeks of receipt of the rights-of-entry. SWCA will provide initial written report(s) documenting results of fieldwork to the County and its agents within 4 weeks of the conclusion of fieldwork. All work is expected to be completed and the report(s) finalized by December 31, 2021.

## ATTACHMENT D

### Fee Schedule

#### WORK AUTHORIZATION NO. 02

#### PROJECT: County Road 255 Environmental Services

SWCA proposes to conduct the services described in Attachment B on a time-and-materials basis in accordance with the following rate schedule (Table 1):

**Table 1. Estimated Cost Breakdown**

Project Role	Hourly Rate	Units (hours, other)	Value
<b>SWCA Environmental Consultants</b>			
Specialist I	\$68.10	48	\$3,268.80
Specialist II	\$80.30	35	\$2,810.50
Specialist IV	\$100.62	56	\$5,634.72
Specialist V	\$110.79	144.25	\$15,981.46
Specialist VII	\$133.15	4	\$532.60
Specialist X	\$173.80	11	\$1,911.80
Specialist XI	\$190.07	7	\$1,330.49
Administrative V	\$90.46	7.5	\$678.45
<b>Labor Subtotal</b>		<b>312.75</b>	<b>\$32,148.82</b>
Mileage	\$0.575	330	\$189.75
GIS-grade GPS	\$70.00	3	\$210.00
Supplies	\$20.00	3	\$60.00
Overnight Delivery	\$20.00	1	\$20.00
Curation	\$183.00	1.5	\$274.50
Records Search	\$500.00	1.5	\$750.00
B&W Copies	\$0.10	1120	\$112.00
Color Copies	\$1.00	140	\$140.00
<b>Direct Costs Subtotal</b>			<b>\$1,756.25</b>
<b>Total</b>			<b>\$33,905.07</b>

**Summary of Changes to CPI**

Month	Year	CPI
January*	2020	248.005
January	2021	252.067
Variance		4.062
% Variance (escalation)		<b>1.64%</b>

\*Rates requested at execution of contract

**2021 Rate Schedule (SWCA)**

Code	Title/Level	2020 Rates	1.64% (escalation)	2021 Rates
C00	Principal-In-Charge	285.00	4.67	289.67
SME	Subject Matter Expert	210.00	3.44	213.44
M05	Manager V	109.00	1.79	110.79
M06	Manager VI	119.00	1.95	120.95
M07	Manager VII	131.00	2.15	133.15
M08	Manager VIII	142.00	2.33	144.33
M09	Manager IX	153.00	2.51	155.51
M10	Manager X	171.00	2.80	173.80
M11	Manager XI	187.00	3.07	190.07
M12	Manager XII	205.00	3.36	208.36
T01	Technician I	47.00	0.77	47.77
T02	Technician II	55.00	0.90	55.90
S01	Specialist I	67.00	1.10	68.10
S02	Specialist II	79.00	1.30	80.30
S03	Specialist III	89.00	1.46	90.46
S04	Specialist IV	99.00	1.62	100.62
S05	Specialist V	109.00	1.79	110.79
S06	Specialist VI	119.00	1.95	120.95
S07	Specialist VII	131.00	2.15	133.15
S08	Specialist VIII	142.00	2.33	144.33
S09	Specialist IX	153.00	2.51	155.51
S10	Specialist X	171.00	2.80	173.80
S11	Specialist XI	187.00	3.07	190.07
S12	Specialist XII	205.00	3.36	208.36
T01	Administrative I	42.00	0.69	42.69
T02	Administrative II	53.00	0.87	53.87
T03	Administrative III	66.00	1.08	67.08
T04	Administrative IV	77.00	1.26	78.26
T05	Administrative V	89.00	1.46	90.46
T06	Administrative VI	101.00	1.66	102.66
T07	Administrative VII	113.00	1.85	114.85
T08	Administrative VIII	125.00	2.05	127.05

**2021 Rate Schedule (Cambrian Environmental)**

Code	Title/Level	2020 Rates	1.64% (escalation)	2021 Rates
	Sr. Karst Geoscientist	155.00	2.54	157.54
	Karst Geoscientist	125.00	2.05	127.05
	Field Technician	65.00	1.07	66.07
	Karst Biologist	100.00	1.64	101.64

**Commissioners Court - Regular Session****24.****Meeting Date:** 06/22/2021

Fugro USA 2579 WA2 On Call 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 2 in the amount of \$40,643.00 to expire on December 31, 2021 under Williamson County Contract for Engineering Services between Fugro USA Land, Inc. and Williamson County dated May 5, 2020 for On Call Materials Testing and Geotechnical Engineering CR 201 (CR 200 to Umbrella Sky) Phase 1. Funding source: P499

**Background**

---

**Fiscal Impact**

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

**Attachments**

Fugro USA 2579 WA2 On Call CR 201

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 06/15/2021

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

06/15/2021 10:37 AM

06/15/2021 04:57 PM

Started On: 06/01/2021 04:03 PM

**WORK AUTHORIZATION NO. 02**

**WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:**  
**ON-CALL MATERIALS TESTING & GEOTECHNICAL ENGINEERING**  
**CR 201 (CR 200 TO UMBRELLA SKY) PHASE 1**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 5, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Fugro USA Land, 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 \$ **40,643.00**.

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 **December 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 \_\_\_\_\_, 20\_\_.

ENGINEER:

Fugro USA Land, INC.

By: \_\_\_\_\_

Signature

Denton A. Kort, PE

Printed Name

Vice President, General Manager

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 Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule



6/14/2021

## **Attachment A**

### **Services to be Provided by the County For CR 201 Project**

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. Obtain Rights of Entry from landowners.
4. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services.
5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.
7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.
8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.
9. Assist with Coordination between the Engineer and the County's other consultants.
10. Provide existing and proposed ROW and easement documents for proposed facilities.
11. Provide an agent as necessary to secure proposed ROW.



## Attachment B

### Services to be Provided by Engineer For CR 201 Project

#### PROJECT DESCRIPTION

##### **Project Limits**

From CR 200 to Umbrella Sky for approximately 2.0 miles.

##### **Proposed Facility**

Reconstruction of an existing 2-lane roadway into part of a proposed ultimate 6-lane roadway with median within the project limits mentioned above as shown in Sheet 1 of 1 of the CR 201 Proposed Right-Of-Way Exhibit dated 04/22/2020 (see attached).

#### GEOTECHNICAL SERVICES

##### **Scope of Work**

The proposed scope of work consists of the following tasks:

Task 1 - Geotechnical Exploration

Task 2 - Laboratory Testing

Task 3 – Engineering & Reporting

Discussed below in brief are the scope of services for each task.

##### *Task 1 - Geotechnical Exploration*

- Perform geotechnical exploration borings within the proposed project alignment as detailed on the Client Requested Boring Location Plan (see attached). As provided by the Client, the boring program will include borings within and beyond the existing pavement structure and right-of-way at approximately 1,200-ft intervals. The table below summarizes the boring program based on depths and boring intervals as specified by the Client.

**Proposed Boring Plan – CR 201 Project**

Structure	No. of Borings*	Proposed Boring Depth (ft.) **	Total Drilling Footage
Pavement	10	15	150
* Additional borings may be needed based on project variability identified during testing. **15-ft from the existing grade; assuming proposed pavement profile will mostly be at-grade.			

- Provide traffic control as needed to support field geotechnical exploration.
- Provide limited clearing to access boring locations for a truck-mounted drill rig.

- Perform geotechnical soil exploration within the existing pavement structure and the natural ground along the project alignment following the request boring log provided by the Client and following general procedures by Williamson County and TxDOT.

#### *Task 2 - Laboratory Testing*

- Perform laboratory tests on soil samples recovered from the borings as discussed below. As requested, the geotechnical laboratory testing will include performing moisture content tests, Atterberg limit tests, particle size analysis tests, free swell, soluble sulfate content tests, and lime series analyses. All laboratory testing will be performed in general accordance with applicable TxDOT, ASTM or AASHTO Standards.

#### *Task 3 – Engineering and Reporting*

- Provide subgrade preparation recommendations based on the field testing, laboratory testing, and analysis following the Williamson County Design Criteria Manual for the below requested items:
  - Evaluation of sulfate heave and soil swell potential.
  - Subgrade improvement based on TxDOT Potential Vertical Rise (PVR) analysis (Tex-124-E).
  - Recommended percent lime for subgrade improvement.

Pavement design is not included in this scope of work.

- Provide a Geotechnical Report for the project evaluated by a professional engineer licensed in the State of Texas. As requested by the Client, the following items will be included in the report: project overview, scope of work, geology along the project alignment, boring logs (TxDOT Wincore format), field and laboratory test results, description of surface and subsurface conditions, groundwater conditions encountered during the exploration, and subgrade preparation recommendations based on PVR calculations, swell potential evaluations, determination of soluble sulfate content in soil, and percent lime for subgrade treatment. It is understood that the pavement will be designed by others and Fugro is requested to provide recommendations for subgrade preparation.

#### *Deliverables:*

- Preliminary and Final Geotechnical Report

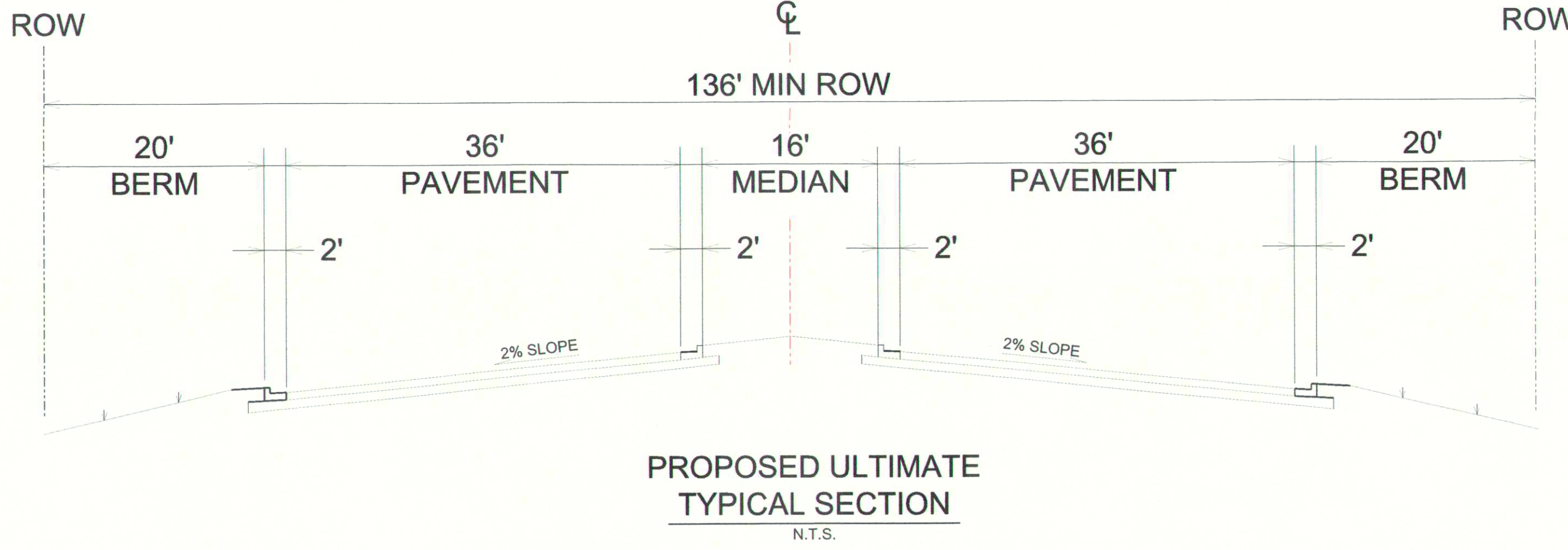
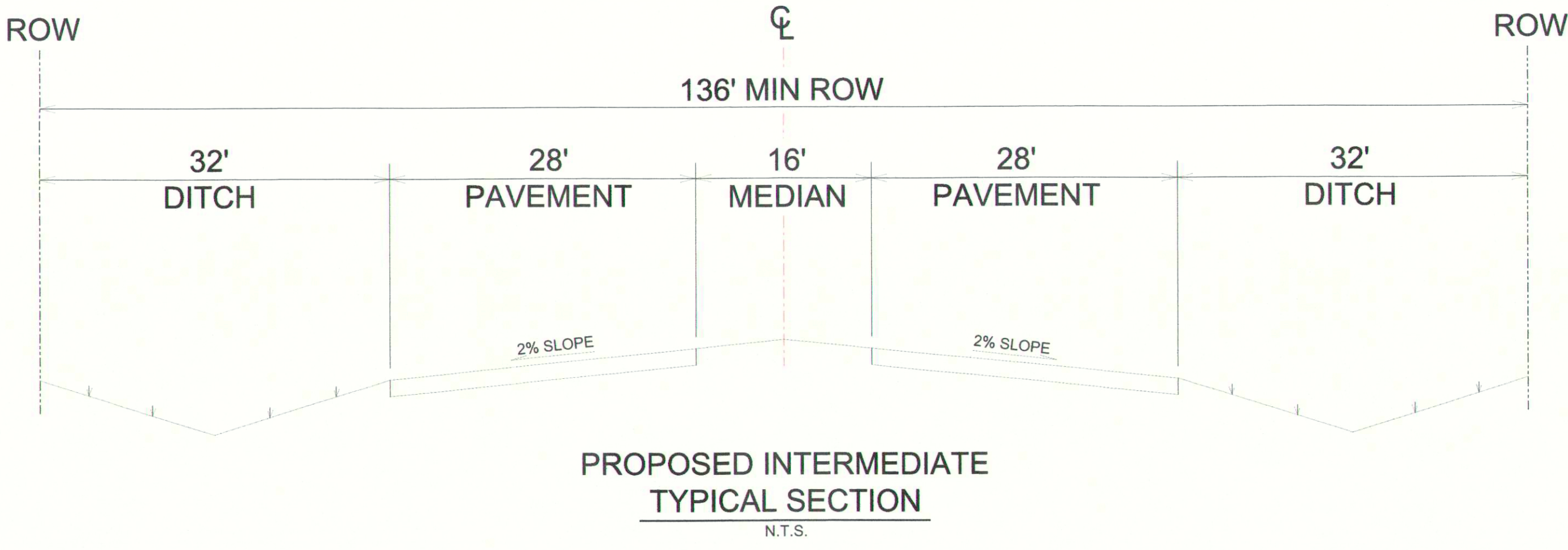
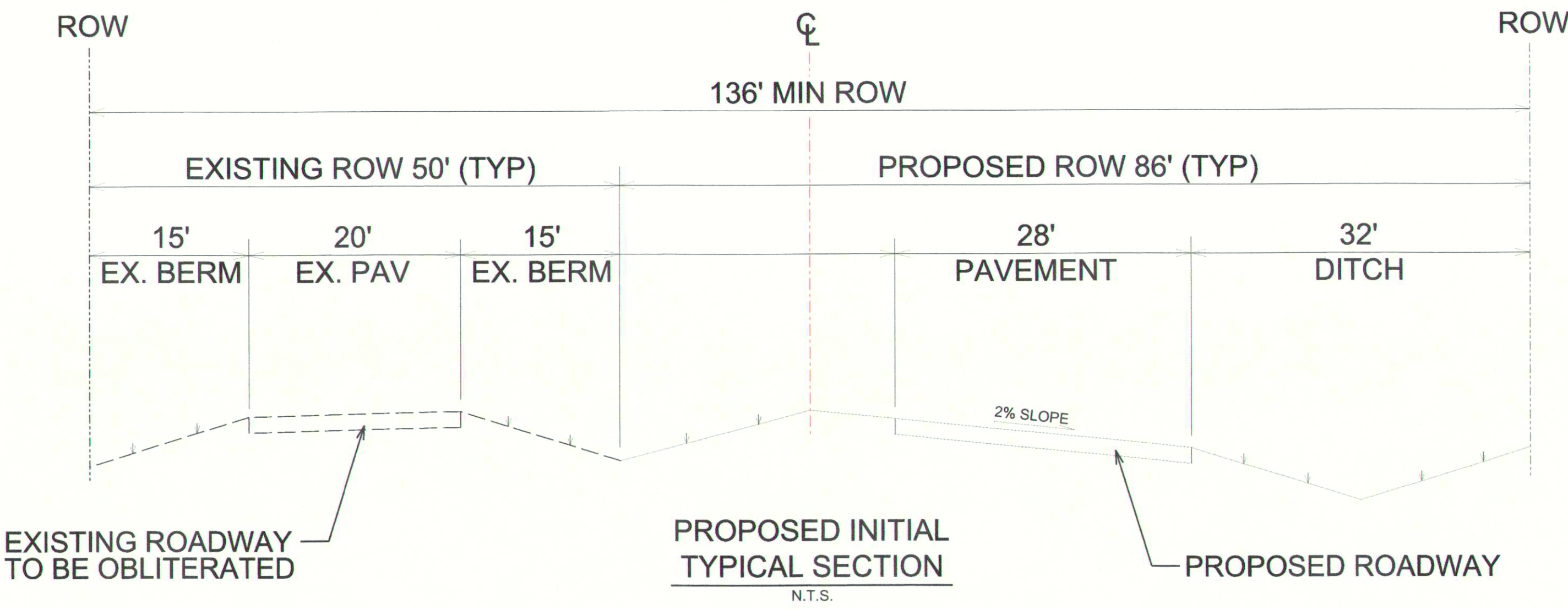


Perform 10 borings, spaced at 1170ft  
ensure 1 bore at both begin/ end of project. See legend for more information.



- LEGEND**
- PROPOSED ROW (20.18 ACRES) (55 PARCELS)
  - PROPOSED ROW LINE
  - PROPOSED ALIGNMENT
  - EXISTING ROW LINE
  - EXISTING PROPERTY LINE
- BORE LOCATION NOT IN EXISTING PAVEMENT**
- BORE LOCATION IN EXISTING PAVEMENT**

CLEINT REQUESTED BORING PLAN LAYOUT



NO.	DESCRIPTION	BY	DATE
1	CR 201 - ROW	KOK	04/22/2020
2	DATE	KOK	04/22/2020
3	DESIGN BY	KOK	
4	DRAWN BY	KOK	
5	CHECKED	KOK	
6	PROJECT	CR 201 - ROW	
7	DATE	04/22/2020	
8	DESIGN BY	KOK	
9	DRAWN BY	KOK	
10	CHECKED	KOK	
11	PROJECT	CR 201 - ROW	
12	DATE	04/22/2020	
13	DESIGN BY	KOK	
14	DRAWN BY	KOK	
15	CHECKED	KOK	
16	PROJECT	CR 201 - ROW	
17	DATE	04/22/2020	
18	DESIGN BY	KOK	
19	DRAWN BY	KOK	
20	CHECKED	KOK	
21	PROJECT	CR 201 - ROW	
22	DATE	04/22/2020	
23	DESIGN BY	KOK	
24	DRAWN BY	KOK	
25	CHECKED	KOK	
26	PROJECT	CR 201 - ROW	
27	DATE	04/22/2020	
28	DESIGN BY	KOK	
29	DRAWN BY	KOK	
30	CHECKED	KOK	
31	PROJECT	CR 201 - ROW	
32	DATE	04/22/2020	
33	DESIGN BY	KOK	
34	DRAWN BY	KOK	
35	CHECKED	KOK	
36	PROJECT	CR 201 - ROW	
37	DATE	04/22/2020	
38	DESIGN BY	KOK	
39	DRAWN BY	KOK	
40	CHECKED	KOK	
41	PROJECT	CR 201 - ROW	
42	DATE	04/22/2020	
43	DESIGN BY	KOK	
44	DRAWN BY	KOK	
45	CHECKED	KOK	
46	PROJECT	CR 201 - ROW	
47	DATE	04/22/2020	
48	DESIGN BY	KOK	
49	DRAWN BY	KOK	
50	CHECKED	KOK	
51	PROJECT	CR 201 - ROW	
52	DATE	04/22/2020	
53	DESIGN BY	KOK	
54	DRAWN BY	KOK	
55	CHECKED	KOK	
56	PROJECT	CR 201 - ROW	
57	DATE	04/22/2020	
58	DESIGN BY	KOK	
59	DRAWN BY	KOK	
60	CHECKED	KOK	
61	PROJECT	CR 201 - ROW	
62	DATE	04/22/2020	
63	DESIGN BY	KOK	
64	DRAWN BY	KOK	
65	CHECKED	KOK	
66	PROJECT	CR 201 - ROW	
67	DATE	04/22/2020	
68	DESIGN BY	KOK	
69	DRAWN BY	KOK	
70	CHECKED	KOK	
71	PROJECT	CR 201 - ROW	
72	DATE	04/22/2020	
73	DESIGN BY	KOK	
74	DRAWN BY	KOK	
75	CHECKED	KOK	
76	PROJECT	CR 201 - ROW	
77	DATE	04/22/2020	
78	DESIGN BY	KOK	
79	DRAWN BY	KOK	
80	CHECKED	KOK	
81	PROJECT	CR 201 - ROW	
82	DATE	04/22/2020	
83	DESIGN BY	KOK	
84	DRAWN BY	KOK	
85	CHECKED	KOK	
86	PROJECT	CR 201 - ROW	
87	DATE	04/22/2020	
88	DESIGN BY	KOK	
89	DRAWN BY	KOK	
90	CHECKED	KOK	
91	PROJECT	CR 201 - ROW	
92	DATE	04/22/2020	
93	DESIGN BY	KOK	
94	DRAWN BY	KOK	
95	CHECKED	KOK	
96	PROJECT	CR 201 - ROW	
97	DATE	04/22/2020	
98	DESIGN BY	KOK	
99	DRAWN BY	KOK	
100	CHECKED	KOK	

CR 201 PROPOSED RIGHT-OF-WAY  
EXHIBIT  
FROM CR 200 TO UMBRELLA SKY





## Attachment C

### Work Schedule For CR 201 Project

Weather and site conditions permitting, initial site operations can occur within 2 weeks after formal authorization to proceed. A summary of our anticipated durations for each activity is presented in the following table along with a general work schedule overview. Some tasks will run concurrently, others sequentially. We will keep you verbally and electronically informed of our findings as they become available.

Task	Activity	Duration
1	Coordination of Rig Access, Staking of Borings, Right of Entry Permitting, and Utility Location	2 to 3 weeks
	Geotechnical Drilling and Sampling	2 to 3 weeks
2	Laboratory Testing	3 to 4 weeks
3	Engineering Analysis and Preparation of Draft Geotechnical Report	4 to 6 weeks
	Review of Client Comments and Preparation of Final Geotechnical Report	2 weeks

Tasks	Months				
	1	2	3	4	5
<b>Task 1</b> - Geotechnical Exploration and Testing					
<b>Task 2</b> - Laboratory Testing					
<b>Task 3</b> - Project Management and Reporting					

## ATTACHMENT D - FEE SCHEDULE

### Proposed Boring Plan – CR 201 Project

Structure	No. of Borings*	Proposed Boring Depth (ft.) **	Total Drilling Footage
Pavement	10	15	150
* Additional borings may be needed based on project variability identified during testing.			
**15-ft from the existing grade; assuming proposed pavement profile will mostly be at-grade.			

### Cost Estimate for Geotechnical Exploration and Ground Improvement Recommendations

#### CR-201 Project Williamson County, Texas

Task 1 Geotechnical Exploration		Quantity	Unit	Rate	Subtotal
1.1.1	Mobilization/Demobilization of Drilling Rig (3-days)	2	each	\$450.00	\$900.00
1.1.2.1	Drilling Soil (upto 15 ft.) - Continuous sampling to 10 ft.	100	foot	\$22.00	\$2,200.00
1.1.3	Standard Penetration Tests	15	each	\$27.00	\$405.00
1.1.4	TxDOT Cone Penetration Tests	27	each	\$34.00	\$918.00
1.1.5.1	Rock Corings - Soft Rock (Austin Chalk)	50	foot	\$30.00	\$1,500.00
1.1.12	Dozer/Bobcat Service/Tree Clearing	1	day	\$2,500.00	\$2,500.00
1.1.13	Traffic Control Plan	1	each	\$1,100.00	\$1,100.00
1.1.14	Traffic Control Service - Minor Project	2	day	\$2,000.00	\$4,000.00
4.3	Project Manager (Coordination)	4	hour	\$195.00	\$780.00
4.4	Project Engineer (Coordination)	8	hour	\$180.00	\$1,440.00
4.9	Senior Engineering Technician (Staking borings, one-call, field logging, project coordination)	30	hour	\$115.00	\$3,450.00
				<b>Subtotal</b>	<b>\$19,193.00</b>
Task 2 - Laboratory Testing		Quantity	Unit	Rate	Subtotal
2.1.1	Bulk-Sample Pick-Up	10	hour	\$60.00	\$600.00
2.1.3	Natural Moisture Contents	30	each	\$19.00	\$570.00
2.1.4	Sieve Analysis	20	each	\$70.00	\$1,400.00
2.1.5	Atterberg Limit Determinations	20	each	\$75.00	\$1,500.00
2.1.6	Percent Passing No. 200 Sieve (TEX-111-E)	10	each	\$50.00	\$500.00
2.1.12	Soluble Sulfate (TEX-145 -E)	5	each	\$90.00	\$450.00
2.1.14	Soil-Lime pH Series (TEX-121-E, Part III)	3	each	\$750.00	\$2,250.00
2.1.15	Free Swell Test	3	each	\$125.00	\$375.00
2.1.32	Determine Potential Vertical Rise (TEX-124-E)	10	each	\$75.00	\$750.00
3.2	Admin/Clerical/Drafting	4	hour	\$85.00	\$340.00
4.7	Laboratory Manager	4	hour	\$175.00	\$700.00
4.8	Graduate Professional	15	hour	\$125.00	\$1,875.00
				<b>Subtotal</b>	<b>\$11,310.00</b>
Task 3 - Engineering, Project Management, and Reporting		Quantity	Unit	Rate	Subtotal
3.2	Admin/Clerical/Drafting	4	hour	\$85.00	\$340.00
4.1	Project Principal	5	hour	\$295.00	\$1,475.00
4.3	Project Manager	15	hour	\$195.00	\$2,925.00
4.4	Project Engineer	30	hour	\$180.00	\$5,400.00
				<b>Subtotal</b>	<b>\$10,140.00</b>
				<b>Total Cost Estimate</b>	<b>\$40,643.00</b>



## EXHIBIT D - RATE SCHEDULE

### FEES FOR GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES

#### 1. FIELD SERVICES

##### 1.1 Geotechnical

##### Unit Rate

1.1.1	Mobilization and Demobilization, Local, Each .....	\$ 450.00 minimum
1.1.1.1	Drill Truck, Water Truck, Pickup, and Crew .....	\$ 8.00/mile
1.1.2	Drilling and Sampling	
1.1.2.1	Drilling and Sampling with 3-inch, Thin-Walled Tube Sampler, Continuous to 10.0 ft, 5.0-ft Intervals Thereafter .....	\$ 22.00/foot
1.1.2.2	Continuous Drilling and Sampling with 3-inch, Thin-Walled Tube Sampler or Split-Spoon Sampler .....	\$ 39.00/foot
1.1.3	Standard Penetration Tests .....	\$ 27.00/each
1.1.4	TxDOT Cone Penetration Tests .....	\$ 34.00/each
1.1.5	Rock Coring, NX or Similar Core Barrel	
1.1.5.1	Drilling in Soft Rock (Austin Chalk, Eagle Ford Shale, etc.) .....	\$ 30.00/foot
1.1.5.2	Drilling in Hard Rock or Cavitated Rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations) .....	\$ 39.00/foot
1.1.6	Casing of Boreholes .....	\$ 26.00/foot
1.1.7	Drill Rig Hourly Charges for Boring Layout, Excessive Time Spent Gaining Access to Boring Locations, Move Time, Backfilling Boreholes, Cleaning up Site, Installing Piezometers, and for Other Reasons Beyond our Control .....	\$ 245.00/hour
1.1.8	Plugging Boreholes with Bentonite .....	\$ 9.00/foot
1.1.9	Cone Penetrometer Testing .....	\$3,750.00/day
1.1.10	Wooden Core Boxes (NX) .....	\$ 75.00/each
1.1.11	Field Personnel .....	See 4.0: Engineering Consultation

##### 1.2 Geophysics Equipment

##### Unit Rate

1.2.1	Geophysics Vehicle (including consumables) .....	\$ 175.00/day
1.2.2	Mileage .....	\$ IRS RATE
1.2.3	GPR (complete system) .....	\$ 500.00/day
1.2.4	GPR (extra antenna) .....	\$ \$85.00/day
1.2.5	EM (EM31, EM61) .....	\$ 220.00/day
1.2.6	Resistivity (Sting/MiniSting) .....	\$ 140.00/day
1.2.7	Resistivity (SuperSting) .....	\$ 775.00/day
1.2.8	Magnetometer .....	\$ 260.00/day
1.2.9	Seismic Refraction (per 24ch) .....	\$ 325.00/day
1.2.10	Downhole Seismics .....	\$ 360.00/day
1.2.11	Crosshole Seismics .....	\$ 510.00/day
1.2.12	Utility Locating Tools .....	\$ 190.00/day



## EXHIBIT D - RATE SCHEDULE

### 1.3 CMT Field Technicians<sup>(1)</sup>

	<b>Unit Rate</b>
1.3.1 Technician (NICET Level I, ACI Grade 1, or TxDOT SB 102).....	\$ 60.00/hr
1.3.2 Technician (TxDOT HMAC Level 1A/1B or equivalent) .....	\$ 68.00/hr
1.3.3 Senior Technician (NICET Level II or TxDOT HMAC Level II).....	\$ 82.00/hr
1.3.4 Certified Welding Inspector .....	\$ 90.00/hr

### 1.4 Field Testing and Equipment

14.1 Transportation (Local) .....	\$ 80.00/trip
1.4.2 Nuclear Density Tests (Equipment Charge) .....	\$ 19.00/test
1.4.3 Torque Wrench .....	\$ 35.00/day
1.4.4 Ultrasonic Testing Equipment .....	\$ 35.00/hr
1.4.5 Asphalt Coring Equipment .....	\$ 45.00/hr
1.4.6 Concrete Coring Equipment .....	\$ 45.00/hr
1.4.7 Concrete Core Bit Charges	
1.4.7.1 3 inch-diameter Core .....	\$ 9.00/inch
1.4.7.2 4 inch-diameter Core .....	\$ 12.00/inch
1.4.7.3 6 inch-diameter Core .....	\$ 18.00/inch
(Other sizes quoted upon request)	
1.4.8 FACE® Dipstick Floor Flatness/Floor Levelness Equipment.....	\$ 250.00/day
1.4.9 Air Content of fresh concrete (ASTM C173, C231) .....	\$ 23.00/ea
1.4.10 Unit Weight of fresh concrete (ASTM C138) .....	\$ 23.00/ea
1.4.11 Soil-Lime Field Gradation (TEX-101-E).....	\$ 50.00/ea

## 2. LABORATORY TESTING

### 2.1 Soil

	<b>Unit Rate</b>
2.1.1 Bulk Sample Pick-Up.....	\$ 60.00/hr
2.1.2 Sample Preparation (TEX-101-E).....	\$ 120.00/ea
2.1.3 Natural Moisture Content.....	\$ 19.00/ea
2.1.4 Sieve Analysis (TEX-110-E) .....	\$ 70.00/ea
2.1.5 Atterberg Limits (Liquid and Plastic Limits).....	\$ 75.00/ea
(TEX-104-E, TEX-105-E, TEX-106-E)	
2.1.6 Percent Passing No. 200 Sieve (TEX-111-E).....	\$ 50.00/ea
2.1.7 Bar Linear Shrinkage of Soils (TEX-107-E) .....	\$ 50.00/ea
2.1.8 Moisture Density Relationship (ASTM D 698), (ASTM D 1557), (TEX-113-E), (TEX-114-E).....	\$ 275.00/ea
2.1.9 Wet Ball Mill (TEX-116-E) .....	\$ 225.00/ea
2.1.10 Texas Triaxial Compression test on base material (TEX-117-E Part II).....	\$2,300.00/ea
2.1.11 Soil Specific Gravity (TEX-108-E) .....	\$ 75.00/ea
2.1.12 Soluble Sulfates (TEX-145-E) .....	\$ 90.00/ea
2.1.13 Soil pH (TEX-128-E) .....	\$ 70.00/ea
2.1.14 Soil-Lime pH Series (6 points, TEX-121-E, Part III).....	\$ 750.00/set
2.1.15 Free Swell Test.....	\$ 125.00/ea
2.1.16 Pressure Swell test.....	\$ 175.00/ea
2.1.17 Uniaxial Pressure-Strain test.....	\$ 90.00/ea
2.1.18 Hydrometer Analysis.....	\$ 225.00/ea
2.1.19 Unit Dry Weight Determination and Natural Water Content .....	\$ 30.00/ea
2.1.20 Unconfined Compression Test, Soil .....	\$ 65.00/ea



## EXHIBIT D - RATE SCHEDULE

### 2. LABORATORY TESTING

#### 2.1 Soil (Continued)

	<u>Unit Rate</u>
2.1.21 Unconfined Compression Test, Rock.....	\$ 75.00/ea
2.1.22 Unconsolidated-Undrained Triaxial Compression Test.....	\$ 90.00/ea
2.1.23 Consolidation Test, 7-load Increments.....	\$ 850.00/ea
Additional Load Increments.....	\$ 125.00/ea
2.1.24 Permeability of Silt or Clay.....	\$ 395.00/ea
2.1.25 Sample Remolding.....	\$ 68.00/ea
2.1.26 Volumetric Shrinkage.....	\$ 95.00/ea
2.1.27 California Bearing Ratio (CBR).....	\$ 240.00/ea
2.1.28 Box Resistivity of Soils (TEX-129-E).....	\$ 115.00/ea
2.1.29 Swell or Settlement Potential-Cohesive Soil (ASTM D 4546).....	\$ 275.00/ea
2.1.30 Crumb Test of Clayey Soils (ASTM D 6572).....	\$ 48.00/ea
2.1.31 Organic Content (ASTM D 2974).....	\$ 72.00/ea
2.1.32 Determine Potential Vertical Rise (TEX-124-E).....	\$ 75.00/ea

#### 2.2 Concrete and Cement

2.2.1 Aggregate Gradation Analysis (ASTM C136, TEX-200-F).....	\$ 75.00/ea
2.2.2 Specific Gravity of Aggregate (ASTM C127, C128).....	\$ 75.00/ea
2.2.3 Absorption of Aggregate (ASTM C127, C128).....	\$ 75.00/ea
2.2.4 Unit Weight of Aggregate (ASTM C29).....	\$ 75.00/ea
2.2.5 Abrasion Test (TEX-410-A).....	\$ 245.00/ea
2.2.6 Decantation (TEX-406-A).....	\$ 45.00/ea
2.2.7 Organic Impurities (TEX-408-A).....	\$ 60.00/ea
2.2.8 Sodium Soundness of Aggregate (ASTM C88).....	\$ 425.00/ea
2.2.9 Concrete Cylinder Compressive Strength (ASTM C 39).....	\$ 22.00/ea
2.2.10 Beam Flexural Strength (ASTM C 78).....	\$ 90.00/ea
2.2.11 Mortar Cube Compressive Strength (ASTM C780).....	\$ 22.00/ea
2.2.12 Grout Specimen Compressive Strength (ASTM C1019).....	\$ 50.00/ea
2.2.13 Concrete Masonry Unit Strength (ASTM C780).....	\$ 115.00/ea
2.2.14 Drilled Core Compressive Strength (ASTM C42).....	\$ 80.00/ea

#### 2.3 Asphaltic Concrete / Fireproofing

2.3.1 Bag Sample Pick-Up.....	\$ 68.00/hr
2.3.2 Obtaining Field Cut Specimens (6-inch diameter, Min. 3/location).....	\$ 70.00/ea
2.3.3 Molding Test Specimens, Bulk Density, and Stability (3 per set).....	\$ 155.00/set
2.3.4 Determine Maximum Theoretical Density.....	\$ 75.00/ea
2.3.5 Asphalt Content and Gradation (TEX-236-F, 200-F).....	\$ 275.00/ea
2.3.6 Asphalt Oven Correction Factors (TEX-236-F, 200-F).....	\$ 1,300.00/ea
2.3.7 Bulk Specific Gravity of Asphalt Core.....	\$ 48.00/ea
2.3.8 Sand Equivalent.....	\$ 175.00/ea

### 3. REPORT PREPARATION

Special requests for archived report retrieval, re-distribution, faxing, hard-copy mailing, and preparation of engineered reports and submittals will be invoiced at the following rates:

3.1 Word Processing.....	\$ 75.00/hr
3.2 Drafting.....	\$ 85.00/hr
3.3 Reproduction.....	\$ 0.20/copy





Fugro USA Land, Inc.  
8613 Cross Park Drive  
Austin, Texas 78754  
Phone: 512-977-1800  
Fax: 512-973-9966

## EXHIBIT D - RATE SCHEDULE

### 4. ENGINEERING CONSULTATION AND MANAGEMENT

4.1	Senior Consultant/Project Principal .....	\$ 295.00/hr
4.2	Senior Project Manager/Senior Engineer .....	\$ 250.00/hr
4.3	Project Manager .....	\$ 195.00/hr
4.4	Project Engineer .....	\$ 180.00/hr
4.5	Project Geologist/Geophysicist.....	\$ 180.00/hr
4.6	Senior Geophysicist.....	\$ 210.00/hr
4.7	Laboratory Manager .....	\$ 175.00/hr
4.8	Graduate Engineer/Geologist/Professional .....	\$ 125.00/hr
4.9	Senior Engineering Technician.....	\$ 115.00/hr

#### Notes:

- 1) Minimum call-out charge for CMT technician and equipment or sample pick-up is 2 hours. Minimum call-out charge for CWI technician is 4 hours. Charges are accrued portal to portal.
- 2) Laboratory test prices are FOB Fugro laboratory unless noted otherwise. Sample pick-up charges are additional.
- 3) Services required and not listed above would be negotiated at the time of proposal request.
- 4) Charges for field testing equipment do not include personnel or travel charges.
- 5) Transportation charges are applicable for all field testing assignments, meetings and site visits.

**Commissioners Court - Regular Session****25.****Meeting Date:** 06/22/2021

Fugro 2579 Contract Amendment No 1

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Fugro USA Land, Inc and Williamson County dated May 5, 2020 for On Call Materials Testing and Geotechnical Engineering. Funding source: 01.0200.0210.004160

**Background**

This Contract Amendment No 1 is to amend the hourly rates.

---

**Fiscal Impact**

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

**Attachments**

Fugro 2579 Contract Amendment No 1

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 06/15/2021

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

06/15/2021 02:06 PM

06/15/2021 04:59 PM

Started On: 06/15/2021 10:18 AM

**CONTRACT AMENDMENT NO. 1**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:  
ON-CALL MATERIALS TESTING & GEOTECHNICAL ENGINEERING (“Project”)**

THIS CONTRACT AMENDMENT NO. 1 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 Fugro USA Land, 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 May 5, 2020 (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 \$400,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**


NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D.

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

Denton A. Kort, PE  
Printed Name

Vice President, General Manager  
Title

June 9, 2021  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
**6/14/2021**



## EXHIBIT D - RATE SCHEDULE

### FEES FOR GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES

#### 1. FIELD SERVICES

##### 1.1 Geotechnical

##### Unit Rate

1.1.1	Mobilization and Demobilization, Local, Each .....	\$ 450.00 minimum
1.1.1.1	Drill Truck, Water Truck, Pickup, and Crew .....	\$ 8.00/mile
1.1.2	Drilling and Sampling	
1.1.2.1	Drilling and Sampling with 3-inch, Thin-Walled Tube Sampler, Continuous to 10.0 ft, 5.0-ft Intervals Thereafter .....	\$ 22.00/foot
1.1.2.2	Continuous Drilling and Sampling with 3-inch, Thin-Walled Tube Sampler or Split-Spoon Sampler .....	\$ 39.00/foot
1.1.3	Standard Penetration Tests .....	\$ 27.00/each
1.1.4	TxDOT Cone Penetration Tests .....	\$ 34.00/each
1.1.5	Rock Coring, NX or Similar Core Barrel	
1.1.5.1	Drilling in Soft Rock (Austin Chalk, Eagle Ford Shale, etc.) .....	\$ 30.00/foot
1.1.5.2	Drilling in Hard Rock or Cavitated Rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations) .....	\$ 39.00/foot
1.1.6	Casing of Boreholes .....	\$ 26.00/foot
1.1.7	Drill Rig Hourly Charges for Boring Layout, Excessive Time Spent Gaining Access to Boring Locations, Move Time, Backfilling Boreholes, Cleaning up Site, Installing Piezometers, and for Other Reasons Beyond our Control .....	\$ 245.00/hour
1.1.8	Plugging Boreholes with Bentonite .....	\$ 9.00/foot
1.1.9	Cone Penetrometer Testing .....	\$3,750.00/day
1.1.10	Wooden Core Boxes (NX) .....	\$ 75.00/each
1.1.11	Field Personnel .....	See 4.0: Engineering Consultation

##### 1.2 Geophysics Equipment

##### Unit Rate

1.2.1	Geophysics Vehicle (including consumables) .....	\$ 175.00/day
1.2.2	Mileage .....	\$ IRS RATE
1.2.3	GPR (complete system) .....	\$ 500.00/day
1.2.4	GPR (extra antenna) .....	\$ \$85.00/day
1.2.5	EM (EM31, EM61) .....	\$ 220.00/day
1.2.6	Resistivity (Sting/MiniSting) .....	\$ 140.00/day
1.2.7	Resistivity (SuperSting) .....	\$ 775.00/day
1.2.8	Magnetometer .....	\$ 260.00/day
1.2.9	Seismic Refraction (per 24ch) .....	\$ 325.00/day
1.2.10	Downhole Seismics .....	\$ 360.00/day
1.2.11	Crosshole Seismics .....	\$ 510.00/day
1.2.12	Utility Locating Tools .....	\$ 190.00/day



## EXHIBIT D - RATE SCHEDULE

<b>1.3 CMT Field Technicians<sup>(1)</sup></b>		<b>Unit Rate</b>
1.3.1	Technician (NICET Level I, ACI Grade 1, or TxDOT SB 102) .....	\$ 60.00/hr
1.3.2	Technician (TxDOT HMAC Level 1A/1B or equivalent) .....	\$ 68.00/hr
1.3.3	Senior Technician (NICET Level II or TxDOT HMAC Level II) .....	\$ 82.00/hr
1.3.4	Certified Welding Inspector .....	\$ 90.00/hr
<b>1.4 Field Testing and Equipment</b>		
14.1	Transportation (Local) .....	\$ 80.00/trip
1.4.2	Nuclear Density Tests (Equipment Charge) .....	\$ 19.00/test
1.4.3	Torque Wrench .....	\$ 35.00/day
1.4.4	Ultrasonic Testing Equipment .....	\$ 35.00/hr
1.4.5	Asphalt Coring Equipment .....	\$ 45.00/hr
1.4.6	Concrete Coring Equipment .....	\$ 45.00/hr
1.4.7	Concrete Core Bit Charges	
1.4.7.1	3 inch-diameter Core .....	\$ 9.00/inch
1.4.7.2	4 inch-diameter Core .....	\$ 12.00/inch
1.4.7.3	6 inch-diameter Core .....	\$ 18.00/inch
	(Other sizes quoted upon request)	
1.4.8	FACE® Dipstick Floor Flatness/Floor Levelness Equipment .....	\$ 250.00/day
1.4.9	Air Content of fresh concrete (ASTM C173, C231) .....	\$ 23.00/ea
1.4.10	Unit Weight of fresh concrete (ASTM C138) .....	\$ 23.00/ea
1.4.11	Soil-Lime Field Gradation (TEX-101-E) .....	\$ 50.00/ea

## 2. LABORATORY TESTING

<b>2.1 Soil</b>		<b>Unit Rate</b>
2.1.1	Bulk Sample Pick-Up .....	\$ 60.00/hr
2.1.2	Sample Preparation (TEX-101-E) .....	\$ 120.00/ea
2.1.3	Natural Moisture Content .....	\$ 19.00/ea
2.1.4	Sieve Analysis (TEX-110-E) .....	\$ 70.00/ea
2.1.5	Atterberg Limits (Liquid and Plastic Limits) .....	\$ 75.00/ea
	(TEX-104-E, TEX-105-E, TEX-106-E)	
2.1.6	Percent Passing No. 200 Sieve (TEX-111-E) .....	\$ 50.00/ea
2.1.7	Bar Linear Shrinkage of Soils (TEX-107-E) .....	\$ 50.00/ea
2.1.8	Moisture Density Relationship (ASTM D 698), (ASTM D 1557), (TEX-113-E), (TEX-114-E) .....	\$ 275.00/ea
2.1.9	Wet Ball Mill (TEX-116-E) .....	\$ 225.00/ea
2.1.10	Texas Triaxial Compression test on base material (TEX-117-E Part II) .....	\$2,300.00/ea
2.1.11	Soil Specific Gravity (TEX-108-E) .....	\$ 75.00/ea
2.1.12	Soluble Sulfates (TEX-145-E) .....	\$ 90.00/ea
2.1.13	Soil pH (TEX-128-E) .....	\$ 70.00/ea
2.1.14	Soil-Lime pH Series (6 points, TEX-121-E, Part III) .....	\$ 750.00/set
2.1.15	Free Swell Test .....	\$ 125.00/ea
2.1.16	Pressure Swell test .....	\$ 175.00/ea
2.1.17	Uniaxial Pressure-Strain test .....	\$ 90.00/ea
2.1.18	Hydrometer Analysis .....	\$ 225.00/ea
2.1.19	Unit Dry Weight Determination and Natural Water Content .....	\$ 30.00/ea
2.1.20	Unconfined Compression Test, Soil .....	\$ 65.00/ea



## EXHIBIT D - RATE SCHEDULE

### 2. LABORATORY TESTING

#### 2.1 Soil (Continued)

	<b>Unit Rate</b>
2.1.21 Unconfined Compression Test, Rock.....	\$ 75.00/ea
2.1.22 Unconsolidated-Undrained Triaxial Compression Test .....	\$ 90.00/ea
2.1.23 Consolidation Test, 7-load Increments .....	\$ 850.00/ea
Additional Load Increments .....	\$ 125.00/ea
2.1.24 Permeability of Silt or Clay .....	\$ 395.00/ea
2.1.25 Sample Remolding .....	\$ 68.00/ea
2.1.26 Volumetric Shrinkage .....	\$ 95.00/ea
2.1.27 California Bearing Ratio (CBR).....	\$ 240.00/ea
2.1.28 Box Resistivity of Soils (TEX-129-E) .....	\$ 115.00/ea
2.1.29 Swell or Settlement Potential-Cohesive Soil (ASTM D 4546) .....	\$ 275.00/ea
2.1.30 Crumb Test of Clayey Soils (ASTM D 6572) .....	\$ 48.00/ea
2.1.31 Organic Content (ASTM D 2974).....	\$ 72.00/ea
2.1.32 Determine Potential Vertical Rise (TEX-124-E).....	\$ 75.00/ea

#### 2.2 Concrete and Cement

2.2.1 Aggregate Gradation Analysis (ASTM C136, TEX-200-F) .....	\$ 75.00/ea
2.2.2 Specific Gravity of Aggregate (ASTM C127, C128).....	\$ 75.00/ea
2.2.3 Absorption of Aggregate (ASTM C127, C128) .....	\$ 75.00/ea
2.2.4 Unit Weight of Aggregate (ASTM C29) .....	\$ 75.00/ea
2.2.5 Abrasion Test (TEX-410-A).....	\$ 245.00/ea
2.2.6 Decantation (TEX-406-A).....	\$ 45.00/ea
2.2.7 Organic Impurities (TEX-408-A).....	\$ 60.00/ea
2.2.8 Sodium Soundness of Aggregate (ASTM C88).....	\$ 425.00/ea
2.2.9 Concrete Cylinder Compressive Strength (ASTM C 39).....	\$ 22.00/ea
2.2.10 Beam Flexural Strength (ASTM C 78).....	\$ 90.00/ea
2.2.11 Mortar Cube Compressive Strength (ASTM C780).....	\$ 22.00/ea
2.2.12 Grout Specimen Compressive Strength (ASTM C1019) .....	\$ 50.00/ea
2.2.13 Concrete Masonry Unit Strength (ASTM C780).....	\$ 115.00/ea
2.2.14 Drilled Core Compressive Strength (ASTM C42) .....	\$ 80.00/ea

#### 2.3 Asphaltic Concrete / Fireproofing

2.3.1 Bag Sample Pick-Up.....	\$ 68.00/hr
2.3.2 Obtaining Field Cut Specimens (6-inch diameter, Min. 3/location).....	\$ 70.00/ea
2.3.3 Molding Test Specimens, Bulk Density, and Stability (3 per set) .....	\$ 155.00/set
2.3.4 Determine Maximum Theoretical Density .....	\$ 75.00/ea
2.3.5 Asphalt Content and Gradation (TEX-236-F, 200-F) .....	\$ 275.00/ea
2.3.6 Asphalt Oven Correction Factors (TEX-236-F, 200-F).....	\$ 1,300.00/ea
2.3.7 Bulk Specific Gravity of Asphalt Core .....	\$ 48.00/ea
2.3.8 Sand Equivalent.....	\$ 175.00/ea

### 3. REPORT PREPARATION

Special requests for archived report retrieval, re-distribution, faxing, hard-copy mailing, and preparation of engineered reports and submittals will be invoiced at the following rates:

3.1 Word Processing .....	\$ 75.00/hr
3.2 Drafting.....	\$ 85.00/hr
3.3 Reproduction .....	\$ 0.20/copy



Fugro USA Land, Inc.  
8613 Cross Park Drive  
Austin, Texas 78754  
Phone: 512-977-1800  
Fax: 512-973-9966

## EXHIBIT D - RATE SCHEDULE

### 4. ENGINEERING CONSULTATION AND MANAGEMENT

4.1	Senior Consultant/Project Principal .....	\$ 295.00/hr
4.2	Senior Project Manager/Senior Engineer.....	\$ 250.00/hr
4.3	Project Manager .....	\$ 195.00/hr
4.4	Project Engineer.....	\$ 180.00/hr
4.5	Project Geologist/Geophysicist.....	\$ 180.00/hr
4.6	Senior Geophysicist.....	\$ 210.00/hr
4.7	Laboratory Manager .....	\$ 175.00/hr
4.8	Graduate Engineer/Geologist/Professional.....	\$ 125.00/hr
4.9	Senior Engineering Technician.....	\$ 115.00/hr

#### Notes:

- 1) Minimum call-out charge for CMT technician and equipment or sample pick-up is 2 hours. Minimum call-out charge for CWI technician is 4 hours. Charges are accrued portal to portal.
- 2) Laboratory test prices are FOB Fugro laboratory unless noted otherwise. Sample pick-up charges are additional.
- 3) Services required and not listed above would be negotiated at the time of proposal request.
- 4) Charges for field testing equipment do not include personnel or travel charges.
- 5) Transportation charges are applicable for all field testing assignments, meetings and site visits.



**Commissioners Court - Regular Session****26.****Meeting Date:** 06/22/2021

Tradesman's Industrial Park and 79 Business Park Improvements

**Submitted For:** Joy Simonton**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on rejecting proposals submitted on T4178 IFB Tradesman's Industrial Park and 79 Business Park Milling, Sealing and Overlay and authorize the Purchasing Agent to advertise and receive sealed proposals under the new T4609 IFB Tradesman's Industrial Park and 79 Business Park Improvements.

**Background**

It is the recommendation that we reject all submissions to T4178 IFB Tradesman's Industrial Park and 79 Business Park Improvements to allow for modifications to the specifications and rebid to obtain competitive pricing that would serve in the best interest of the county. The project will be modified and rebid to obtain the competitive pricing in the best interest of the County. The contract duration shall be for one (1) year. New estimated contract amount is \$440,740.00. Terron Evertson is the Road and Bridge Department contact. This expenditure will be charged to 01.0200.0210.003599.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 06/16/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

06/16/2021 01:41 PM

06/16/2021 01:43 PM

Started On: 06/16/2021 08:51 AM

**Commissioners Court - Regular Session****27.****Meeting Date:** 06/22/2021

Awarding IFB #4187 CR 175, Great Oaks Dr and Parkside Pkwy Milling and Overlay

**Submitted For:** Joy Simonton**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding IFB #T4178 CR 175, Great Oaks Dr and Parkside Pkwy Milling and Overlay to Texas Materials Group, Inc. per the attachment and authorizing execution of the agreement.

**Background**

Purchasing solicited bids for CR 175, Great Oaks Dr and Parkside Pkwy Milling and Overlay. One hundred thirty-three (133) suppliers were invited to bid of which five (5) suppliers viewed the bid documents and two (2) responded. Texas Materials Group, Inc. was one of the two responsive bidders and Road and Bridge determined to award to Texas Materials Group, Inc. as the lowest bidder in the amount of \$863,834.34. The Road and Bridge Department point of contact is Kon Kwan. Funds are budgeted in the FY 21 funding source 01.0200.0210.003599.

---

**Fiscal Impact**

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

**Attachments**

Statement of Opening

Award Letter

Agreement

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 06/16/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

06/16/2021 02:17 PM

06/16/2021 02:35 PM

Started On: 06/16/2021 09:34 AM

## Statement of opening of offers

The registration period for the purchase process IFB CR 175, Great Oaks Dr, Parkside Pkwy Milling, Sealing and Overlay is closed on Jun 10, 2021 (Thu), 2:00 PM.

On Jun 10, 2021 (Thu), 2:01:00 PM, Andy Portillo opened the registrations.

Entries submitted after the closing date, Jun 10, 2021 (Thu), 2:00 PM, will not be included in the procedure.

### Registrations received:

	Offer ID	Name	Submitted
1	OF9205	<b>Texas Materials Group, Inc.</b> By: Texas Materials Group, Inc.	Jun 10, 2021 (Thu), 10:23:14 AM
2	OF8761	<b>Lone Star Paving</b> By: Lone Star Paving	Jun 10, 2021 (Thu), 10:27:26 AM

### Registration prices:

Texas Materials Group, Inc. - Submitted price: \$ 863,834.34

Lone Star Paving - Submitted price: \$ 1,308,636.88

Reported by Andy Portillo on Jun 10, 2021 (Thu), 2:03 PM



June 14, 2021

Ms. Joy Simonton  
Director/Purchasing Agent  
Williamson County Purchasing Department  
100 Wilco Way  
Georgetown, Texas 78626

Subject: Recommendation for CR 175, Great Oaks Dr and Parkside Pkwy Milling and Overlay Project – Bid #T4187

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Texas Materials Group, Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Texas Materials Group, Inc. - \$863,834.34
2. Lone Star Paving - \$1,308,636.88

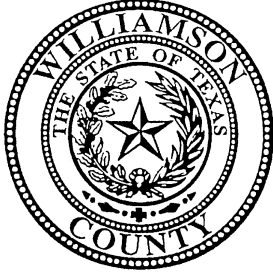
The Contractor's low base bid is \$23,875.44 above the Engineer's Estimate, a cost increase of 2.8%.

In addition to meeting the bid qualifications subject to being low bidder, Texas Materials Group, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$863,834.34 and the previous work experience, I recommend to the Williamson County Commissioners' Court that they award Texas Materials Group, Inc. the contract for the CR 175, Great Oaks Dr, Parkside Pkwy Milling and Overlay Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.  
County Engineer



## Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Texas Materials Group, Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # T4187, CR 175, Great Oaks, Parkside <sup>Milling & Overlay Project</sup>; **including the specifications set forth therein, which is incorporated herein as if copied in full.**

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Eight hundred (\$ 863,834.34 ) in accordance with the terms and conditions of this Agreement. <sub>sixty three thousand eight hundred thirty four and 34 cents</sub>

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # T4187, **including the specifications set forth therein, which is incorporated herein as if copied in full.**

**Additional Work:** Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

### ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

**4.1 Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

**4.2 Substantial Completion.** "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

**4.3 Final Completion.** The Work shall be fully and finally completed **on or before** TBD; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

**4.4 Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of Two Hundred Dollars per day (\$200/day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

## **ARTICLE 5 PAYMENT:**

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

## **ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

**6.1** Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

**6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.4** Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

**6.5** As part of Contractor obligation to coordinate the Work, Contractor shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.



**6.6** Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

**6.7** Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

**6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.**

**6.9** Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

**6.10** Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

#### **COMMISSIONING AND WARRANTY RESPONSIBILITIES**

**6.11** Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

**6.12** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

**6.13** Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

#### **ARTICLE 7 OWNER'S RESPONSIBILITIES**

**7.1** The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

## ARTICLE 8 INSURANCE AND INDEMNITY

**8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

**8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

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	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

- e. Builder's Risk Insurance  
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

- f. Umbrella coverage in the amount of not less than \$1,000,000.

**8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

**8.1.3** Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

**8.1.4** Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
- (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
- (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
  - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
  - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.5** The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

**8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**8.1.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

**8.1.10** The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## **8.2 INDEMNITY.**

**8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, 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. CONTRACTOR 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.

**8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR 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.

**8.3** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 9 BONDS**

**9.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

**9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

**9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## **ARTICLE 10 TERMINATION**

**10.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**11.1 Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21<sup>st</sup>) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.



**11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**11.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

**11.5 Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

**11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

**11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

**11.9 Audits.** Contractor agrees that Owner 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 Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

**11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**11.11 No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.13 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.14 Sales and Use Tax Exemption.** Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

**11.16 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**11.17 Equal Opportunity in Employment.** The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**11.18 Reports of Accidents.** Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

**11.19 Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**11.20 Appropriation of Funds by Owner.** Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

**11.21 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**11.22 Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Party Representatives**

Owner's Designated Representative ("ODR"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**CONTRACTOR:**

Texas Materials Group, Inc.

By: \_\_\_\_\_

Printed Name: David Reese

Title: Authorized Employee

Date: 06/16/2021

Contractor's Designated Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**Commissioners Court - Regular Session****28.****Meeting Date:** 06/22/2021

Preliminary plat for the Arrowwood subdivision – Pct 2

**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 preliminary plat for the Arrowwood subdivision – Precinct 2.

**Background**

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

**Timeline**

2021-04-23 – initial submittal of the preliminary plat application

2021-05-21 – 1st review complete with comments

2021-06-01 – 2nd submittal of preliminary plat

2021-06-16 – 2nd review complete with comments cleared

2021-06-17 – preliminary plat placed on the June 22, 2021 Commissioners Court agenda for consideration

---

**Fiscal Impact**

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

**Attachments**

preliminary plat - Arrowwood

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/17/2021

**Reviewed By**

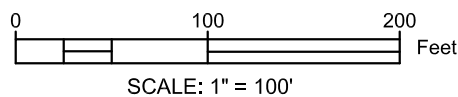
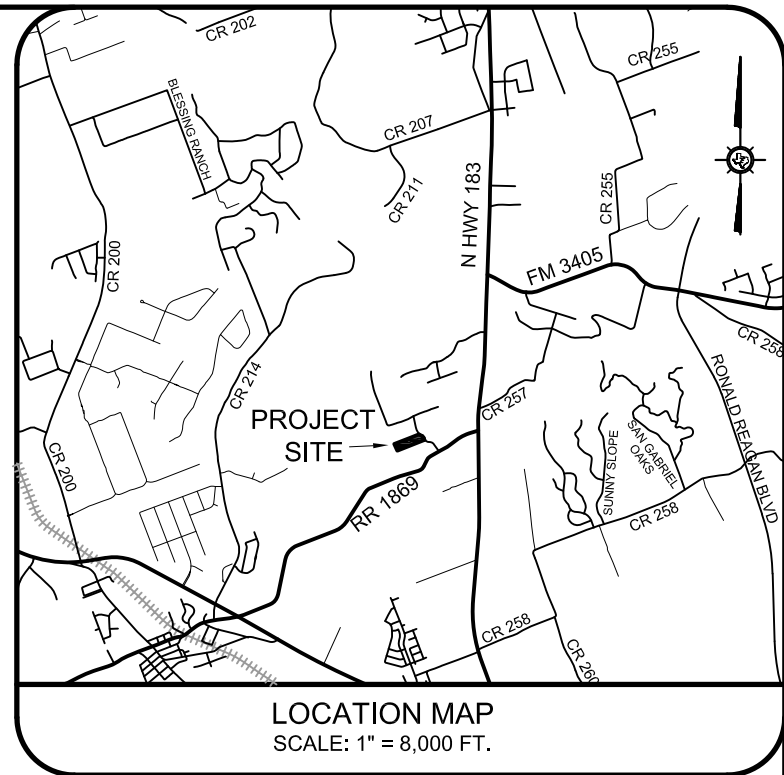
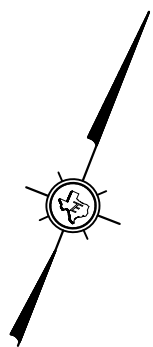
Andrea Schiele

**Date**

06/17/2021 11:57 AM

Started On: 06/17/2021 10:41 AM

PRELIMINARY PLAT OF  
**ARROWWOOD SUBDIVISION**  
BEING 8.191 (356,805 SF) ACRES OF LAND OUT OF THE ADAM  
CEPPES SURVEY, ABSTRACT NO. 692, WILLIAMSON COUNTY, TEXAS



SUBMITTAL DATE: APRIL 22, 2021

OWNER: ARROWWOOD CUSTOM HOMES, LLC  
3801 CR 258  
LIBERTY HILL, TEXAS 78642

ACREAGE: 8.191 ACRES

PATENT SURVEY: ADAM CEPPES, ABSTRACT NO. 692

SURVEYOR: HAYNIE CONSULTING, INC.  
TIMOTHY E. HAYNIE, RPLS  
1010 PROVIDENT LANE  
ROUND ROCK, TX 78664-3276  
(tehaynie@haynieconsulting.com)  
PHONE: (512) 837-2446

ENGINEER: HAYNIE CONSULTING, INC.  
TIM HAYNIE, PE  
1010 PROVIDENT LANE  
ROUND ROCK, TX 78664-3276  
(thaynie@haynieconsulting.com)  
PHONE: (512) 837-2446

NUMBER OF BLOCKS: 1

NUMBER OF LOTS: 2 RESIDENTIAL LOTS

THERE ARE NO NEW STREETS PROPOSED FOR THIS  
SUBDIVISION.

**LEGEND**

- 1/2-INCH IRON ROD W/ YELLOW PLASTIC  
CAP STAMPED "HAYNIE CONSULTING" SET
- 1/2-INCH IRON ROD FOUND (IRF)  
UNLESS OTHERWISE NOTED
- ⊕ FOUND COTTON SPINDLE
- ▲ SET "MAG" NAIL IN ASPHALT
- ⚡ POWER POLE
- ( ) RECORD INFORMATION
- R.O.W. RIGHT-OF-WAY
- W.C.P.R. WILLIAMSON COUNTY PLAT  
RECORDS
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS  
OF WILLIAMSON COUNTY
- W.C.D.R. WILLIAMSON COUNTY DEED  
RECORDS
- OHE — OVERHEAD ELECTRIC LINE
- x — BARBED FENCE

**BENCHMARK:**

THE CENTER TOP OF AN EXISTING WELL IN LOT 1  
AS SHOWN. ELEVATION: 980.50'

VERTICAL DATUM:  
NORTH AMERICAN VERTICAL DATUM OF 1988,  
(NAVD'88), COMPUTED FROM GPS VECTORS AND  
GEOID18:

**HORIZONTAL DATUM:**

- BEARINGS OF LINES REFER TO GRID NORTH OF THE TEXAS  
COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED  
FROM GPS VECTORS.
- DISTANCES EXPRESSED IN U.S. SURVEY FEET SCALED TO  
SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF  
0.99985371. SURFACE DISTANCE = GRID DISTANCE / 0.99985371.



**HAYNIE  
CONSULTING, INC.**  
Civil Engineers and Land Surveyors  
1010 Provident Lane  
Round Rock, Texas 78664-3276  
Ph: 512-837-2446 Fax: 512-837-9463  
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

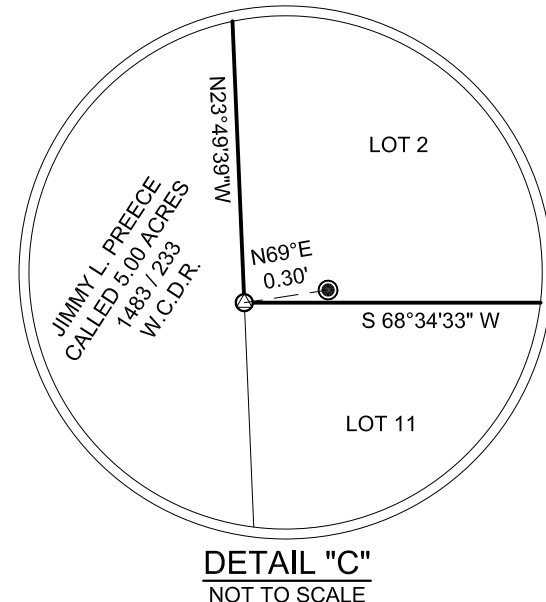
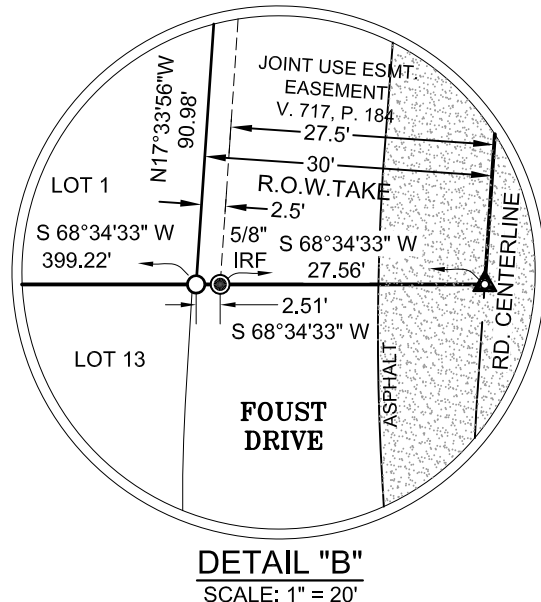
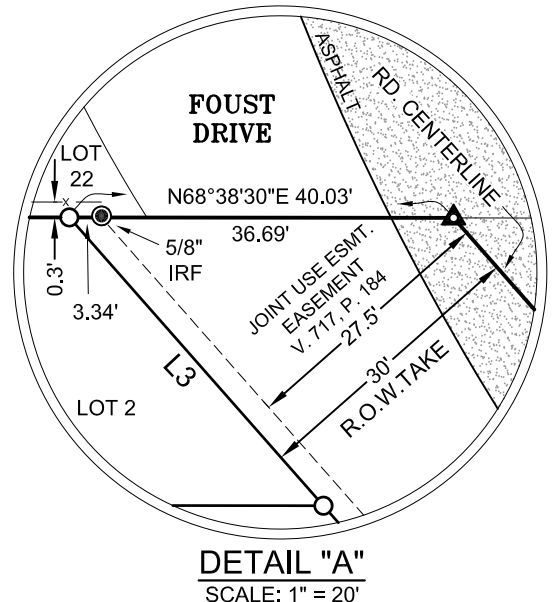
SHEET NO.  
1 OF 2

DRAWN BY: P.J.Y, KS  
CHECKED BY: BJ  
PROJ. #: 735-21-01

JIMMY L. PREECE  
CALLED 5.00 ACRES  
VOL. 1483, PG. 233,  
W.C.D.R.

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S62°48'56"E	157.20'
L2	S17°33'56"E	88.95'
L3	S62°48'56"E	40.03'

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	100.70'	127.50'	045°15'03"	S40° 11' 26"E	98.10'
C2	77.00'	97.50'	045°15'03"	S40° 11' 26"E	75.02'
(C1)	(100.69')		(45°14'46")	(N40°11'21"W)	(98.09')



PRELIMINARY PLAT OF  
ARROWWOOD SUBDIVISION  
BEING 8.191 (356,805 SF) ACRES OF LAND OUT OF THE ADAM  
CEPPES SURVEY, ABSTRACT NO. 692, WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

Being 8.191 acres (356,805 sq. ft.) of land in the Adam Ceppes Survey, Abstract No. 692, in Williamson County, Texas and being all of a called 8.196 acre tract to Arrowwood Custom Homes, LLC as described in Document Number 2018112129 of the Official Public Records of Williamson County, (O.P.R.W.C.). Said 8.191 acres being more particularly located and described as follows; (Bearings of lines and distances refer to grid north of the Texas Coordinate System of 1983 (central zone) as computed from GPS vectors; Parenthetical tag labels, (i.e. L1, L2, etc.), refer to Line and Curve Tables as shown on the attached plat; This description is accompanied by and made a part of a subdivision plat):

**BEGINNING** at a 5/8-inch iron rod found in the approximate common Survey line of the said Adam Ceppes Survey, Abstract No. 692 and the T.L. Dycus Survey, Abstract No. 866, and in the Southerly boundary line of Lot 24A, "Resubdivision of Lot 24 of Liberty Oaks" as recorded in Cabinet G, Slide 289 of the Williamson County Plat Records, (W.C.P.R.), and at an Easterly corner of a called 5.00 acre tract to Jimmy L. Preece as described in Volume 1483, Page 233 of the Williamson County Deed Records, (W.C.D.R.), for the Northwest corner and **POINT OF BEGINNING** of this tract;

**THENCE**, with the Southerly boundary lines of said "Resubdivision of Lot 24 of Liberty Oaks" and "Liberty Oaks", a subdivision as recorded in Cabinet D, Slide 143 of the W.C.P.R., the following three (3) courses and distances:

- North 68 degrees 37 minutes 32 seconds East, (N68°37'37"E), a distance of 42.00 feet to a 1/2-inch iron rod with a plastic cap stamped "HAYNIE CONSULTING" set for an angle point of this tract;
- North 68 degrees 32 minutes 32 seconds East, (N 68°32'37" E), passing at a distance of 313.51 feet a 1/2-inch iron rod found at the common Southerly corner of Lot 24B of said "Resubdivision of said "Liberty Oaks" and Lot 23 of "Liberty Oaks", in all a total distance of 697.90 feet to a 1/2-inch iron rod found for the common Southerly corner of said Lot 23 and Lot 22 of said "Liberty Oaks" for an angle point of this tract;
- North 68 degrees 38 minutes 30 seconds East, (N 68°38'07" E), passing at a distance of 321.10 feet a 5/8-inch iron rod found in the existing Westerly easement line of Foust Drive, a 55 foot wide Joint Use Easement to Theron S. Bradford et al as described in Volume 717, Page 184 of the W.C.D.R., in all a total distance of 357.72 feet to a magnesium nail set in asphalt in the centerline of said Foust Drive for the common Northerly corner of said 8.196 acre tract and a called 6.00 acre tract to Janet Y. Arlitt as described in Document Number 2001041078 of the O.P.R.W.C. for the Northeast corner of this tract;

**THENCE**, with the centerline of said Foust Drive and said Joint Use Easement, the following three (3) courses and distances:

- (L1) South 62 degrees 48 minutes 56 seconds East, (S62°50'23"E), a distance of 157.20, (157.46'), feet to a magnesium nail set in asphalt for the Point of Curvature of a curve to the right;
- (C1) An arc distance of 100.70, (100.69'), feet with said curve to the right having a radius of 127.50 feet, a delta of 45 degrees 15 minutes 03 seconds and a chord bearing and distance of South 40 degrees 11 minutes 26 seconds East, (S40°11'21"E), 98.10, (98.09'), feet to a magnesium nail set in asphalt for a Point of Tangency;
- (L2) South 17 degrees 33 minutes 56 seconds East, (S17°33'47"E), a distance of 88.95, (88.91'), feet to a magnesium nail set in asphalt at the common Easterly corner of said 8.196 acre tract and Christian Ranch Subdivision as recorded in Cabinet L, Slide 179 of the W.C.P.R. for the Southeast corner of this tract;

**THENCE**, South 68 degrees 34 minutes 33 seconds West, (S 68°34'13" W), with the Northerly boundary line of said "Christian Ranch Subdivision", passing at a distance of 27.56 feet a 5/8 inch iron rod found in the Westerly easement line of Foust Drive, passing at 375.85 feet a cotton spindle found at the common Northerly corner of Lot 12 and Lot 13 of said "Christian Ranch Subdivision", passing at 722.50 feet a 1/2-inch iron rod found at the common Northerly corner of said Lot 12 and Lot 11 of said "Christian Ranch Subdivision", in all a total distance of 1214.56, (1214.67'), feet to a 1/2 inch iron rod found in an Easterly boundary line of said 5.00 acre tract at the Northwest corner of said Lot 11, for the Southwest corner of said 8.196 acre tract and the Southwest corner of this tract, from which a 1/2-inch iron rod found bears North 69 degrees East a distance of 0.30 feet;

**THENCE**, North 23 degrees 49 minutes 39 seconds West, (N 23°49'37" W), with an Easterly boundary line of said 5.00 acre tract, a distance of 299.87 feet, (300.12 feet), to the **POINT OF BEGINNING** and containing a computed area of 8.191 acres (356,805 sq. ft.) of land.

WILLIAMSON COUNTY ONSITE SEWAGE FACILITIES (OSSF) NOTES:

- ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
- PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOODPLAIN LOCATED WITHIN THE BLUE LINE (SURVEY) AN APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
- PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OR MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.
- ALL RESIDENTIAL LOTS ARE 1 ACRE OR GREATER IN SIZE.
- WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY CITY OF GEORGETOWN FOR LOT 1. WATER SERVICE FOR LOT 2 WILL BE PROVIDED BY FUTURE WELL.
- SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
- ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50 OR 75 FEET AS SHOWN HEREON AND AS DETERMINED BY THE TYPE OF SEWAGE FACILITY INSTALLED AND AS REQUIRED BY WILLIAMSON COUNTY.
- THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER POLLUTION ABATEMENT PLAN (WPAP) IS NOT REQUIRED.

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

I, AUSTIN LUEDTKE, PRESIDENT, ARROWWOOD CUSTOM HOMES, LLC, AS OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2018112129 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE IS A LIEN HOLDER 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. THIS SUBDIVISION IS TO BE KNOWN AS **"ARROWWOOD SUBDIVISION"**.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_A.D.

AUSTIN LUEDTKE, PRESIDENT, ARROWWOOD CUSTOM HOMES, LLC,  
3801 CR 258  
LIBERTY HILL, TEXAS 78642

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_A.D.,  
BY AUSTIN LUEDTKE, AUTHORIZED SIGNER FOR ARROWWOOD CUSTOM HOMES, LLC, ON BEHALF OF SAID ARROWWOOD CUSTOM HOMES, LLC.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

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

KNOW ALL MEN BY THESE PRESENTS THAT EAGLE BANK, A BRANCH OF ROUND TOP STATE BANK, THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND RECORDED IN DOCUMENT NO. 2018112130 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF 8.191 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

WITNESS MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_A.D.

REGINA WHARTON, SR. VICE PRESIDENT, EAGLE BANK  
AUTHORIZED SIGNER FOR EAGLE BANK, A BRANCH OF ROUND TOP STATE BANK  
2250 NORTH A.W. GRIMES BLVD.  
ROUND ROCK, TX 78664

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED REGINA WHARTON, KNOWN TO BE ME TO BE WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

PLAT NOTES

- NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
- A SEVEN AND A HALF FOOT (7.5) P.U.E. ABUTTING ALL LOT SIDE AND REAR LOT LINES IS HEREBY DEDICATED EXCEPT WHERE A TEN FOOT (10') P.U.E. ABUTTING RIGHT-OF-WAY LINES IS HEREBY DEDICATED.
- 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. FLOOD PLAIN 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.
- ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY ENGINEER'S OFFICE PRIOR TO CONSTRUCTION.
- 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.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY OR THE CITY OF GEORGETOWN, 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.
- IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- NO LOT IN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0245F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- LOTS 1 AND 2 OF THIS SUBDIVISION MAY NOT BE FURTHER SUBDIVIDED.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- NO STRUCTURE OF LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
- EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- THIS DEVEOLPMENT 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.
- DRIVEWAY SPACING ON WILLIAMSON COUNTY ROADS SHALL BE NO CLOSER THAN 100 FT MEASURED FROM CENTER TO CENTER.

**Commissioners Court - Regular Session****29.****Meeting Date:** 06/22/2021

Preliminary plat for the Carnley Two subdivision – Pct 3

**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 preliminary plat for the Carnley Two subdivision – Precinct 3.

**Background**

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

**Timeline**

2021-04-27 – initial submittal of the preliminary plat application

2021-05-27 – 1st review complete with comments

2021-06-08 – 2nd submittal of preliminary plat

2021-06-17 – 2nd review complete with comments cleared

2020-06-17 – preliminary plat placed on the June 22, 2021 Commissioners Court agenda for consideration

---

**Fiscal Impact**

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

**Attachments**

preliminary plat - Carnley Two

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/17/2021

**Reviewed By**

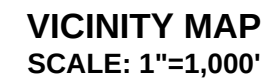
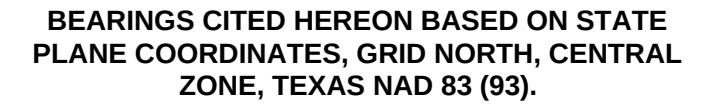
Andrea Schiele

**Date**

06/17/2021 11:57 AM

Started On: 06/17/2021 10:47 AM



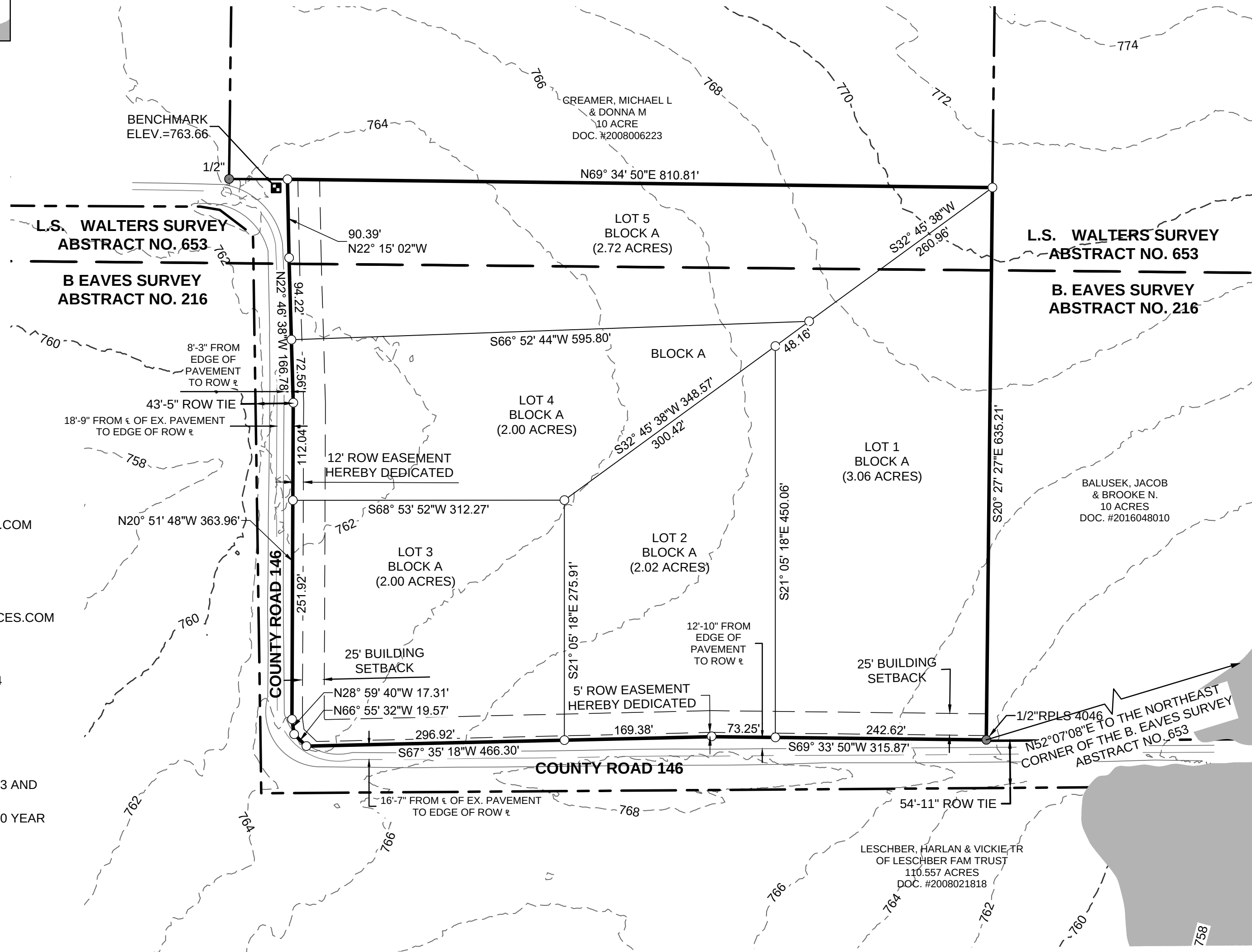


- ☐ IRON ROD SET, CAPPED "4249"
- ☒ IRON ROD FOUND
- ☐ BENCHMARK

1. THIS PROPERTY MAY BE SUBJECT TO A 15' WATER LINE EASEMENT FOUND IN VOL. 790, PAGE 581. THIS EASEMENT WAS NOT ABLE TO BE GRAPHICALLY SHOWN.

SUBMITTAL DATE: 3/31/2021

NEW STREETS: NO NEW STREETS ARE PLANNED  
TOTAL ACRES: 11.79 Ac.



**Henderson Professional Engineers**

**HPE** 600 ROUND ROCK WEST  
DRIVE, SUITE 604  
ROUND ROCK, TX 78681  
512.350.6228  
PELS FIRM #F-22208

Civil Engineering [www.hendersonpe.com](http://www.hendersonpe.com)

WBE210166 | HUB 1853873845300

**Commissioners Court - Regular Session****30.****Meeting Date:** 06/22/2021

Final plat for the Shilo Oaks 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 Shilo Oaks subdivision – Precinct 4.

**Background**

This proposed subdivision consists of 10 lots and no new public roads.

**Timeline**

2020-09-30 – initial submittal of the final plat application

2020-10-30 – 1st review complete with comments

2021-03-23 – 2nd submittal of final plat

2021-04-07 – 2nd review complete with comments

2021-05-03 – 3rd submittal of final plat

2021-05-18 – 3rd review complete with comments

2021-05-18 – 4th submittal of final plat

2021-06-01 – 4th review complete with minor comments

2021-06-07 – 5th submittal of final plat

2021-06-10 – 5th review complete with comments clear

2021-06-16 – final plat received with signatures

2021-06-17 – final plat placed on the June 22, 2021 Commissioners Court agenda for consideration

---

**Fiscal Impact**

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

**Attachments**

final plat - Shilo Oaks

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

**Date**

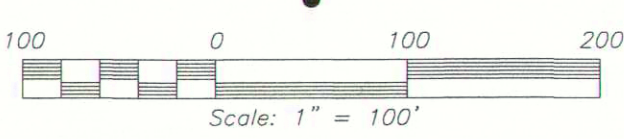
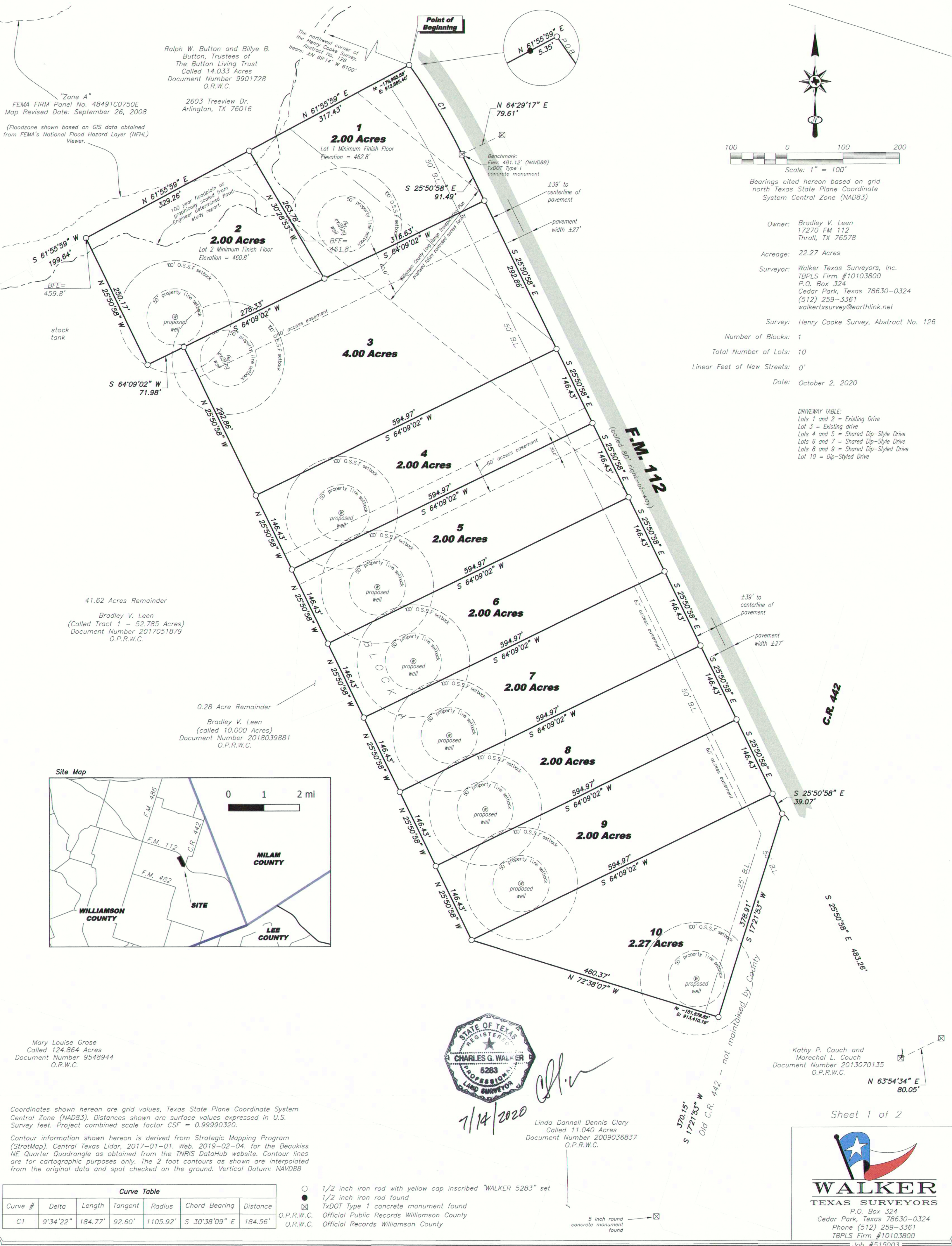
06/17/2021 11:58 AM

Started On: 06/17/2021 10:52 AM



# Final Plat of Shilo Oaks

22.27 Acres out of the Henry Cook Survey, Abstract No. 126, Williamson County, Texas



Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83)

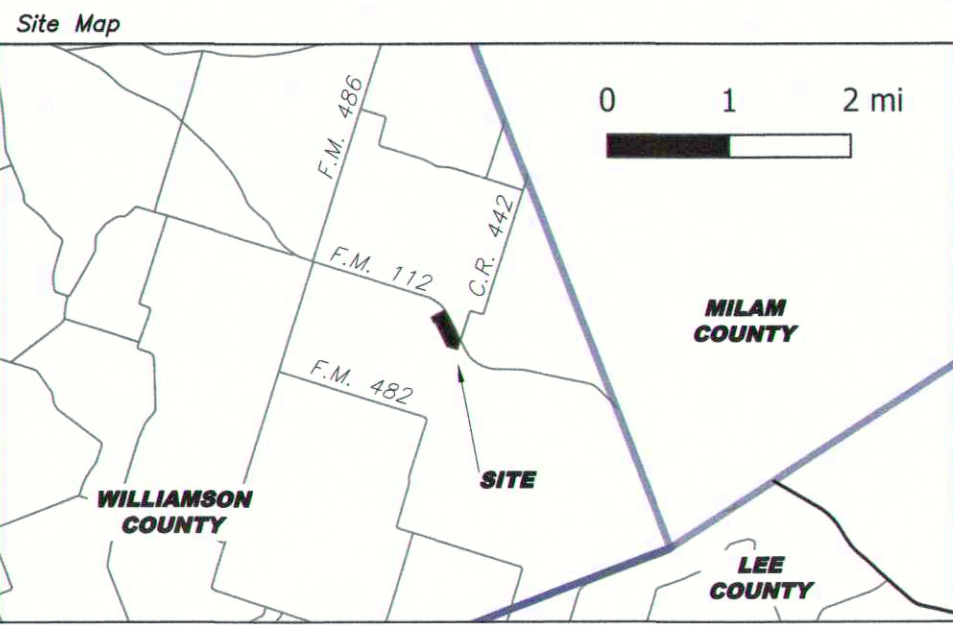
Owner: Bradley V. Leen  
17270 FM 112  
Thrall, TX 76578  
  
Acreage: 22.27 Acres  
  
Surveyor: Walker Texas Surveyors, Inc.  
TBPLS Firm #10103800  
P.O. Box 324  
Cedar Park, Texas 78630-0324  
(512) 259-3361  
walkertxsurvey@earthlink.net  
  
Survey: Henry Cooke Survey, Abstract No. 126  
  
Number of Blocks: 1  
Total Number of Lots: 10  
Linear Feet of New Streets: 0'  
  
Date: October 2, 2020

DRIVEWAY TABLE:  
Lots 1 and 2 = Existing Drive  
Lot 3 = Existing drive  
Lots 4 and 5 = Shared Dip-Style Drive  
Lots 6 and 7 = Shared Dip-Style Drive  
Lots 8 and 9 = Shared Dip-Style Drive  
Lot 10 = Dip-Style Drive

Ralph W. Button and Billye B. Button, Trustees of The Button Living Trust  
Called 14.033 Acres  
Document Number 9901728  
O.R.W.C.  
  
2603 Treeview Dr.  
Arlington, TX 76016  
  
"Zone A"  
FEMA FIRM Panel No. 48491C0750E  
Map Revised Date: September 26, 2008  
  
(Floodzone shown based on GIS data obtained from FEMA's National Flood Hazard Layer (NFHL) Viewer.)

41.62 Acres Remainder  
Bradley V. Leen  
(Called Tract 1 - 52.785 Acres)  
Document Number 2017051879  
O.P.R.W.C.

0.28 Acre Remainder  
Bradley V. Leen  
(called 10.000 Acres)  
Document Number 2018039881  
O.P.R.W.C.



Mary Louise Grose  
Called 124.864 Acres  
Document Number 9548944  
O.R.W.C.



7/14/2020  
Linda Dannell Dennis Clary  
Called 11.040 Acres  
Document Number 2009036837  
O.P.R.W.C.

Kathy P. Couch and  
Marechal L. Couch  
Document Number 2013070135  
O.P.R.W.C.

Coordinates shown hereon are grid values, Texas State Plane Coordinate System Central Zone (NAD83). Distances shown are surface values expressed in U.S. Survey feet. Project combined scale factor CSF = 0.99990320.  
  
Contour information shown hereon is derived from Strategic Mapping Program (StratMap). Central Texas Lidar, 2017-01-01. Web, 2019-02-04, for the Beauliss NE Quarter Quadrangle as obtained from the TNRIS DataHub website. Contour lines are for cartographic purposes only. The 2 foot contours as shown are interpolated from the original data and spot checked on the ground. Vertical Datum: NAVD88

Curve Table					
Curve #	Delta	Length	Tangent	Radius	Chord Bearing
C1	9°34'22"	184.77'	92.60'	1105.92'	S 30°38'09" E 184.56'

○ 1/2 inch iron rod with yellow cap inscribed "WALKER 5283" set  
● 1/2 inch iron rod found  
⊗ TxDOT Type 1 concrete monument found  
O.P.R.W.C. Official Public Records Williamson County  
O.R.W.C. Official Records Williamson County

5 inch round concrete monument found

**WALKER**  
TEXAS SURVEYORS  
P.O. Box 324  
Cedar Park, Texas 78630-0324  
Phone (512) 259-3361  
TBPLS Firm #10103800  
Job #515003



Final Plat of Shilo Oaks

22.27 Acres out of the Henry Cooke Survey, Abstract No. 126, Williamson County, Texas

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

I, Bradley V. Leen, owner of the certain tract of land shown hereon and described in deeds recorded in Document Nos. 2017051879 and 2018039881, of the Official Public Records of Williamson County, Texas, do hereby subdivide, said tracts as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, 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 **Shilo Oaks**.

TO CERTIFY WHICH, WITNESS by my hand this 16th day of June, 2021.

Bradley V. Leen  
17270 FM 112  
Thrall, TX 76578

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Bradley V. Leen, known to me to be the person whose name is subscribed to the foregoing instrument. Given under my hand and seal of office on this the 16th day of June, 2021.

Laurie A. Brooks  
NOTARY PUBLIC in and for the State of Texas



STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

City National Bank of Taylor, Lien Holder of the certain tract of land shown hereon and described in deed recorded in Document No. 2018039881, of the Official Public Records of Williamson County, Texas, do hereby subdivide, said tracts as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, 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 **Shilo Oaks**.

TO CERTIFY WHICH, WITNESS by my hand this 16th day of June, 2021.

City National Bank of Taylor  
by City National Bank of Taylor, Chairman

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared, Edward C. Griffith, Chairman of the Board of City National Bank, known to me to be the person whose name is subscribed to the foregoing instrument. Given under my hand and seal of office on this the 16th day of June, 2021.

Laurie A. Brooks  
NOTARY PUBLIC in and for the State of Texas



Surveyor's Certification

I, Charles G. Walker, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision. This tract is not located in the Edwards Aquifer Recharge Zone.

Charles G. Walker  
Registered Professional Land Surveyor  
No. 5283



Williamson County 911 Addressing Coordinator

Road name and address assignments verified this the 15th day of June, 2021 A.D.

Teresa Baker  
Williamson County Addressing Coordinator

Williamson County OSSF

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 blue line (survey) 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 blue line (survey) and the documents associated with it.

Adam D. Boatright  
J. Terron Evertson, PE, DR, CFM  
County Engineer

Perimeter description of a 22.27 acre tract of land, out of the Henry Cook Survey, Abstract No. 126, and being a portion of that certain tract described as 52.785 acres (Tract 1) in a Warranty Deed with Vendor's Lien to Bradley V. Leen, dated June 1, 2017 and recorded under Document Number 2017051879 of the Official Public Records of Williamson County, Texas, and being all of that tract described as 1.5 acres (Tract 2) in said Leen deed (2017051879), and also being a portion of that certain tract described as 10,000 acres in a Warranty Deed with Vendor's Lien to Bradley V. Leen, dated May 10, 2018 and recorded under Document Number 2018039881 of said official public records, said 22.27 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap inscribed "Walker 5283" set in the curving west line of F.M. 112 for the most northerly corner of said 10,000 acre Leen tract and this tract, from which a 1/2 inch iron rod found for the called northeast corner of that certain tract described as 14.033 acres in a Special Warranty Deed to Ralph W. Button and Billie B. Button, Trustees of The Button Living Trust, dated December 8, 1998 and recorded under Document Number 9901728, of the Official Records of Williamson County, Texas bears S 61°55'59" W 5.35 feet;

THENCE with the west line of F.M. 112, as described on TxDOT right-of-way map for Williamson County, Farm Highway 112, dated April 2, 1946, the following two (2) courses:

- 184.77 feet with the curving east line of said 10,000 Acre Leen tract, along a curve to the right, having a radius of 1105.92 feet, and a chord that bears S 30°38'09" E 184.56 feet (overall record call per TxDOT right-of-way map: Δ=18°00' Right, Degree of Curvature=5°00', Tangent=181.5', Arc Length=360.0') to a TxDOT Type I concrete monument found at engineer station 861+40.4, as described on said TxDOT right-of-way map,
- S 25°50'58" E, continuing with the east line of said 10,000 acre Leen tract, at 826.34 feet passing on or near the southeast corner of said 10,000 acre Leen tract; and continuing with the east line of said 52.785 acre Leen tract, at 992.69 feet passing on or near an easterly corner of said 52.785 acre Leen tract, and continuing with the east line of said 1.5 acre Leen tract for an overall distance of 1302.69 feet (cumulative overall record call: S 22°51'45" E 1302.69 feet - Doc. Nos. 2017051879 and 2018039881) to a 1/2 inch iron rod with yellow cap inscribed "Walker 5283" set in the west margin of County Road 442 (no longer being maintained by Williamson County), for the most easterly corner of said 1.5 acre Leen tract and this tract, from which a TxDOT Type I concrete monument found at engineer station 879+24.9, as described on said TxDOT right-of-way map bears S 25°50'58" E 482.58 feet;

THENCE: S 17°24'02" W with the west margin of said County Road 442, and with the east line of said 1.5 acre Leen tract, at 191.85 feet (record call: S 20°19'49" W 191.85' - Doc. No. 2017051879) passing on or near the most southerly corner of said 1.5 acre Leen tract, and continuing with the east line of said 52.785 acre Leen tract for an overall distance of 378.41 feet (overall record call on this line for 52.785 acre tract: S 20°19'49" W 556.01') to a 1/2 inch iron rod with yellow cap inscribed "Walker 5283" set for the most southerly corner of this tract, from which a 5 inch round concrete monument found in the west margin of said County Road 442 for the called southernmost corner of said 52.785 acre Leen tract bears S 17°24'02" W 370.15 feet;

THENCE: leaving the west margin of said County Road 442, and into and across said 52.785 acre Leen tract, the following four (4) courses:

- N 72°38'07" W 460.60 feet to a 1/2 inch iron rod with yellow cap inscribed "Walker 5283" set for the southwest corner of this tract,
- N 25°50'58" W with the west line of this tract, at 480.88 feet crossing into a southwesterly portion of said 10,000 acre Leen tract; at 690.44 feet leaving said 10,000 acre Leen tract and continuing into said 52.785 acre Leen tract for an overall distance of 1171.44 feet to a 1/2 inch iron rod with yellow cap inscribed "Walker 5283" set for an interior corner of this tract,
- S 64°09'02" W 71.98 feet to a 1/2 inch iron rod with yellow cap inscribed "Walker 5283" set;
- N 25°50'58" W 250.17 feet to a 1/2 inch iron rod with yellow cap inscribed "Walker 5283" set in the called east line of said 14.033 acre Button tract, same being in the north line of said 52.785 acre Leen tract, for the northwest corner of this tract, from which a 1/2 inch iron rod found for an interior angle of said 52.785 acre Leen tract, and for the called southeast corner of said 14.033 acre Button tract bears S 61°55'59" W 199.64 feet;

THENCE: N 61°55'59" E with the called east line of said 14.033 acre Button tract, and with the north line of said 52.785 acre Leen tract and this tract, at 323.00 feet passing on or near the northeast corner of said 52.785 acre Leen tract, and continuing with the north line of said 10,000 acre Leen tract for an overall distance of 652.04 feet to the Point of Beginning. Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83).

Plat Notes:

- 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 or future roadway.
- The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the county, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the county and that the owner of the improvements will be responsible for the relocation and/or replacement of the improvement.
- 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.
- Except in areas required to meet legal accessibility requirements, the minimum finished floor elevations shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or at least one foot above the BFE, whichever is higher.
- Lots 1 and 2 are 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. 48491C0750E, Map revised Date: September 26, 2008 for Williamson County, Texas.
- A floodplain development permit may be required for Lots 1 and 2 prior to any construction or development. The need for a floodplain development permit will be determined by Williamson County upon review of the proposed structure location.
- The minimum finished floor elevations (FFE) for Lots shown on this plat are determined by a study prepared by Dean Thomas, PE, Conveyance Civil Engineering on September 4, 2019.
- The maximum impervious cover per lot is 20%.
- 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.
- Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
- Lot 10 may not be further subdivided.
- All sidewalks are to be maintained by each of the adjacent property owners.
- All public roadways and easements shown on this plat are free of liens.
- This subdivision is subject to storm-water management controls as required by Williamson County Subdivision Regulations, Section B11.1, on new development that would evoke such controls beyond existing conditions.
- Water service for this subdivision will be provided by private wells.
- Wastewater service for this subdivision will be provided by On-Site Sewage facilities.
- Any improvements proposed within the right-of-way including, but not limited to, irrigation, landscaping, sidewalks, subdivision identification signs, etc. shall be maintained in accordance with an executed license agreement between the county and the owner.
- Any driveway that serves more than three (3) residences will be considered a private road and will have to be built to county road standards.
- No structure or land in this plat shall hereafter be located or altered without first obtaining a Certificate of Compliance or Floodplain Development Permit from the Williamson County Floodplain administrator.

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

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

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

Date

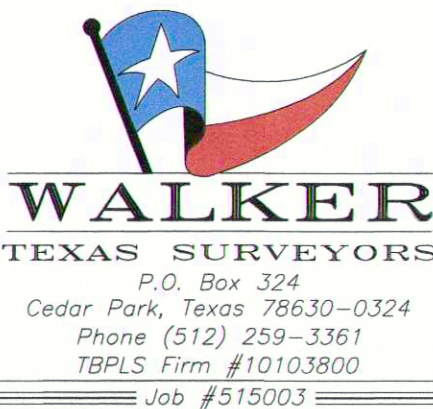
STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the \_\_\_\_ day of \_\_\_\_, 20\_\_, A.D., at \_\_\_\_ o'clock, \_\_M., and duly recorded this the \_\_\_\_ day of \_\_\_\_, 20\_\_, A.D., at \_\_\_\_ o'clock, \_\_M., in the Official Public Records of said County in Document No. \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk County Court  
of Williamson County, Texas

By: \_\_\_\_\_, Deputy





**Commissioners Court - Regular Session****31.****Meeting Date:** 06/22/2021

Resolution for Julie Calhoun-Bijou

**Submitted By:** John Pelczar, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on resolution recognizing Julie Calhoun-Bijou for her 32 years of service to Williamson County and Williamson County Juvenile Services upon her retirement June 30, 2021.

**Background**

---

**Fiscal Impact**

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

**Attachments**

Resolution-JBijou

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 06/14/2021

**Reviewed By**

Andrea Schiele

**Date**

06/14/2021 02:27 PM

Started On: 06/14/2021 10:49 AM



*State of Texas*

*County of Williamson*

*Know all men by these present:*

**That on this**, the 22<sup>nd</sup> day of June 2021, the Commissioners Court of Williamson County Texas, met in a 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**, Julie Calhoun-Bijou, Case Manager II, will retire after more than thirty-two years of outstanding and meritorious service to Williamson County and Williamson County Juvenile Services; and

**WHEREAS**, Julie began her career with Williamson County Juvenile Services on January 31, 1989, as a Part-Time Juvenile Detention Officer at the William S. Lott Juvenile Detention in Georgetown, Texas; and

**WHEREAS**, as a result of continued diligent work and demonstrated ability, she advanced to positions of increasing responsibility throughout her tenure with the department including, Detention Shift Supervisor, Juvenile Detention Manager, and Case Manager II; and

**WHEREAS**, in acknowledgment of her excellent skills and professionalism, Julie has regularly been recognized by her peers, supervisors, and youth and families, for her tireless commitment to their success; and

**WHEREAS**, throughout her many years of service, Julie has always served the people of this county with fairness, dedication, and compassion:

**NOW, THEREFORE BE IT RESOLVED**, that in recognition of Julie's exemplary service, Williamson County Juvenile Services will annually recognize a staff member with the Julie Calhoun-Bijou Award for Excellence in Case Management.

**FURTHER BE IT RESOLVED**, that the Williamson County Commissioners Court is proud to acknowledge Julie's 32 years of service, and do hereby extend our congratulations on her well-earned retirement, and our best wishes for continued success and happiness as she starts this new chapter of her life.

Attest: \_\_\_\_\_

Nancy Rister  
Williamson County Clerk

\_\_\_\_\_  
Bill Gravell, Jr.  
Williamson County Judge

**Commissioners Court - Regular Session****32.****Meeting Date:** 06/22/2021

FY21 CDBG Annual Action Plan

**Submitted By:** Sally Bardwell, HUD Grants**Department:** HUD Grants**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss and take appropriate action on the Community Development Block Grant 2021 Action Plan.

**Background**

Williamson County has been awarded a Community Development Block Grant (CDBG) FY21 funding allocation of \$1,693,040 to successfully support community development and affordable housing efforts for low and moderate-income areas throughout the County. The program will also reallocate \$329,994 from previously funded projects that have been completed or returned the funds. In total, the County will allocate \$2,023,034 in FY21. This is a request for the approval of the 2021 Annual Action Plan which lists specific projects to be funded in 2021. The priorities listed in the Action Plan were approved by the Court on April 23, 2019 as a part of the program's 5-year Consolidated Plan. The attached "2021 CDBG Projects" is for your review. Projects listed in this document are included in the FY21 Annual Action Plan.

---

**Fiscal Impact**

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

**Attachments**

FY21 CDBG Projects

FY21 CDBG Action Plan

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sally Bardwell

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 11:47 AM

Started On: 06/17/2021 10:09 AM

**Recommended Funding for FY21**  
**Community Development Block Grant**  
**Allocation \$1,693,040**  
**Reallocation \$329,994**

**Habitat for Humanity of Williamson County Home Repair Program**

Project will assist approximately ten eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.

**Funding Requested:** \$150,000

**Estimated Funding for FY21:** \$150,000

**Annual Goals:** Increase Access to Affordable Housing

**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County

**Priority Needs Addressed:** Housing Rehabilitation

**Goal Outcome Indicator:** 20 Households

**City of Georgetown Home Repair Program**

Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.

**Funding Requested:** \$100,000

**Estimated Funding for FY21:** \$100,000

**Annual Goals:** Increase Access to Affordable Housing

**Target Areas:** City of Georgetown

**Priority Needs Addressed:** Housing Rehabilitation

**Goal Outcome Indicator:** 20 Households

**Interagency Support Council of Eastern Williamson County, Inc/Social Service**

Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain and potentially increase the number of clients served.

**Funding Requested:** \$35,000

**Estimated Funding for FY21:** \$35,000

**Annual Goals:** Public Services/Health and Mental Health Services

**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County

**Priority Needs Addressed:** Health and Mental Health Services

**Goal Outcome Indicator:** 55 People

**Granger Colorado Street Wastewater Line Replacement**

Project to include the replacement of the existing 8-inch clay wastewater line with a new PVC wastewater line and associated manholes. Project to include the repair of asphalt streets and concrete sidewalks.

**Funding Requested:** \$428,050

**Estimated Funding for FY21:** \$344,050

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** City of Granger

**Priority Needs Addressed:** Improve Public Facilities

**Goal Outcome Indicator:** 878 people

**Liberty Hill Sidewalk Project**

Design and installation of approximately 5800 linear feet of sidewalk with ADA accessible curb ramps at street intersections, and erosion and sedimentation control during and immediately after construction. Project will also include approximately 3600 linear feet of drainage improvements to mitigate existing drainage issues. Project will be located on portions of Hillcrest Lane and Loop 332 and on Lynn Lane, Panther Path and Barrington Drive.

**Funding Requested:** \$488,000

**Estimated Funding for FY21:** \$488,000

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** City of Liberty Hill

**Priority Needs Addressed:** Improve Public Facilities

**Goal Outcome Indicator:** 377 people

**Georgetown Housing Authority**

Project will rehabilitate 158 residential dwelling units, GHA office, Senior Center, Activity Learning center, gazebos and site cedar fences with exterior wood repairs. Demolition of the rotten rough cedar privacy entries, removing all deteriorated wood and fascia boards, trim, soffits, wood siding, wood fencing and paint exterior surfaces.

**Funding Requested:** \$330,000

**Estimated Funding for FY21:** \$330,000

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** Georgetown Housing Authority

**Priority Needs Addressed:** Improve Public Facilities

**Goal Outcome Indicator:** 260 people

**Granger Housing Authority Rehab**

Rehabilitation of back entryway to 26 public housing units to include safety railings and ramps. Project located at the Granger Housing Authority.

**Funding Requested:** \$12,000

**Estimated Funding for FY21:** \$12,000

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** Granger Housing Authority

**Priority Needs Addressed:** Improve Public Facility

**Goal Outcome Indicator:** 35 People

**Jarrell Water System Improvements**

Installation of 16" water line including valves, fittings and fire hydrants. Work to be completed on 1<sup>st</sup> Street, between Avenue I and Avenue E in Jarrell TX.

**Funding Requested:** \$467,000

**Estimated Funding for FY21:** \$467,000

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** City of Jarrell

**Priority Needs Addressed:** Improve Public Facilities

**Goal Outcome Indicator:** 560 people

**Program Administration**

**Estimated Funding for FY21:** \$96,984

## **Alternate Project FY21 CDBG Funding**

This document includes a list of alternate projects for public review. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects contain the same level of information that funded projects contain in the Annual Action Plan to ensure appropriate review by the public. Project descriptions also include the maximum dollar amount the Commissioners Court will consider if funding becomes available. Approval by the Williamson County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not:

- the increase or decrease exceeds 50% change in federal funding where the project is \$25,000 or less, or
- the increase or decrease exceeds 25% change in federal funding where the project is more than \$25,000.

These actions will not require a substantial amendment since the alternate projects will have gone through a public review process.

Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

### **Alternate Projects**

#### **Yellow House Foundation**

Construction of a new facility to be used by non-profits.

**Funding Requested:** \$350,000

**Estimated Funding for FY21:** \$350,000

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** Countywide

**Priority Needs Addressed:** Improve Public Facilities

**Goal Outcome Indicator:** 44,250 people

#### **Hutto Resource Center/Social Service GED Program**

Provide General Equivalency Development (GED) classes to individuals seeking their GED. Assist students with job searches, applications, mock interviews, resume, and cover letter writing and appropriate interview attire.

**Funding Requested:** \$14,290

**Estimated Funding for FY21:** \$0

**Annual Goals:** Public Services/Education and Employment

**Target Areas:** City of Hutto

**Priority Needs Addressed:** Non-Homeless Special Needs

**Goal Outcome Indicator:** 12-16 people

#### **Williamson County Crisis Center dba Hope Alliance/Social Service Counseling Services**

Counseling services for victims of family or sexual violence.

**Funding Requested:** \$65,000

**Estimated Funding for FY21:** \$0

**Annual Goals:** Public Service

**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County



**Priority Needs Addressed:** Provide Public Service to Victims of Domestic Violence

**Goal Outcome Indicator:** 100 people (estimated)

**Shepherds Heart Food Pantry/Social Service**

Manager for services provided by Shepherds Heart.

**Funding Requested:** \$26,600

**Estimated Funding for FY21:** \$0

**Annual Goals:** Public Service

**Target Areas:** Eastern Williamson County

**Priority Needs Addressed:** Provide Public Service

**Goal Outcome Indicator:** unknown

**Habitat for Humanity of Williamson County Land Acquisition**

Land acquisition for the purpose of building affordable homes for income qualified individuals or families.

**Funding Requested:** \$300,000

**Estimated Funding for FY21:** \$0

**Annual Goals:** Increase Access to Affordable Housing

**Target Areas:** CDBF Participating Cities and Unincorporated Areas of the County

**Priority Needs Addressed:** Homeownership Assistance

**Goal Outcome Indicator:** 6-20 Households

**Granger Housing Authority Rehab**

Rehabilitation of 26 public housing units to include the installation of central air-conditioning. Project located at the Granger Housing Authority.

**Funding Requested:** \$157,000

**Estimated Funding for FY21:** \$0

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** Granger Housing Authority

**Priority Needs Addressed:** Improve Public Facility

**Goal Outcome Indicator:** 35 People

**City of Taylor Water System Improvements Old Coupland Road**

Replacement of undersized and deteriorating water lines which are the cause of increased inflow and infiltration problems. Lines experience frequent breaks that disrupts water service. Replacement will include approximately 1183 linear feet of 8-inch water lines.

**Funding Requested:** \$344,000

**Estimated Funding for FY21:** \$0

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** City of Taylor

**Priority Needs Addressed:** Improve Public Facility

**Goal Outcome Indicator:** 1100 People

## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

Williamson County is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The County is required to prepare an Annual Action Plan to implement its federal CDBG program. The program funding allocation of \$1,639,040 is to be used to successfully support community development and affordable housing efforts in low and moderate income areas throughout the County. The County will also reallocate \$329,994 from projects completed or those that returned funds.

The Williamson County consortium consists of ten participating cities and the unincorporated areas of county. The participating cities included Cedar Park, Coupland, Georgetown, Granger, Hutto, Jarrell, Leander, Liberty Hill, Taylor and Weir.

Williamson County's current Five-Year Consolidated Plan covers 2019-2023. Williamson County CDBG 2020-2021 Annual Action Plan covers the period from October 1, 2021 to September 30, 2022 and is the third Annual Action Plan for the five year period.

The county will allocate \$96,984 (5.7%)) to program administration and oversight and \$35,000 (2%) to social services. The remaining funds will be allocated to infrastructure and public facilities. All projects are a high priority as identified in the current Consolidated Plan.

- Habitat for Humanity-Home Repair Program \$150,000
- Georgetown-Home Repair Program \$100,000
- Interagency Support Council-Social Service/Mental Health Assistance \$35,000
- Granger Wastewater Project Colorado Street \$344,050
- Liberty Hill Sidewalk Project \$488,000
- Georgetown Housing Authority Rehab Project \$330,000
- Granger Housing Authority Rehab \$12,000
- Jarrell-Water System Improvements \$467,000
- Administration-Program Administration and Oversight \$96,984

#### **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The FY21 funded projects were selected to address one or more of the following performance objectives:

- Provide Decent Affordable Housing
- Create Suitable Living Environments
- Create Economic Opportunities

Projects funded in FY21 will address one or more of the following performance outcomes:

- Improve Availability/Accessibility
- Improve Affordability
- Improve Sustainability

Project selection is guided by the 2019-2023 funding priorities:

#### **Public Facility and Infrastructure Improvements**

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements.
- Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.

#### **Increase Access to Affordable Housing**

- Fund activities that expand the supply and improve the condition of housing affordable to lower income households.
- Fund activities that leverage other public and private resources such as Low Income Housing Tax Credit (LIHTC) projects.
- Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.

#### **Decrease Homelessness**

- Provide funds to support shelter operations and transitional housing.
- Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

#### **Public Services**

- Fund projects that provide supportive services to low- and moderate-income household as well as persons with special needs.
- Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate information, and eliminate duplication of effort.

#### **Affirmatively Further Fair Housing**

- Support improved access to community resources.
- Continue to operate in compliance with protected class definitions found in federal regulations.

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Williamson County CDBG Program identified priorities and needs during the 2019-2023 Consolidated Planning Process, which is utilized in identifying projects to be funded. The Williamson County CDBG program is currently utilizing funds allocated to projects that are in line with current priorities. These projects are monitored as they are being implemented as to ensure progress and eligible spending.

The County met the required timeliness ratio in 2020 and in 2021.

A summary of past performance is reported in the attached document "Past Performance Evaluation". Information was taken from the county's most recently completed Consolidated Annual Performance Evaluation Report for fiscal year 2019 and submitted to HUD.

### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed. Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at



www.wilco.org. Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on March 2, 2021 and on July 13, 2021 to gather input regarding the CDBG program and potential projects.

Project funding was approved by the Williamson County Commissioners' Court on June 22, 2021. The FY21 Annual Action Plan was made available for public comment June 24, 2021-July 26, 2021 on the Williamson County website and at the locations listed below. An announcement of the comment period was published in local newspapers and on the County website. The final document, along with any public comments were presented to the Williamson County Commissioners Court on July 27, 2021.

The FY21 Annual Action Plan was available for review at the Williamson County Courthouse and Website at [www.wilco.org](http://www.wilco.org)

City Halls of the following:

City of Cedar Park

City of Coupland

City of Georgetown

City of Granger

City of Hutto

City of Jarrell

City of Leander

City of Liberty Hill

City of Taylor

City of Weir

## **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received regarding the FY21 Annual Action Plan. It is standard for Williamson County to address comments received and take them into consideration prior to final approval.

**6. Summary of comments or views not accepted and the reasons for not accepting them**

All comments received are considered and accepted.

**7. Summary**

## **PR-05 Lead & Responsible Agencies – 91.200(b)**

### **1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
CDBG Administrator	WILLIAMSON COUNTY	Community Development

**Table 1 – Responsible Agencies**

### **Narrative (optional)**

Williamson County is the lead agency for the CDBG program. CDBG FY21 application process was made available online.

### **Consolidated Plan Public Contact Information**

Sally Bardwell

Community Development Administrator

710 Main Street

Georgetown TX 78626

512-943-3757

sbardwell@wilco.org

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

The Williamson County CDBG Office is the lead agency in implementing the FY21 Annual Plan. The CDBG Administrator works closely with local social service agencies and other county agencies and committees to meet the needs of LMI residents. County officials were also notified of the funding allocation.

Williamson County CDBG 2021 funds are awarded to participating cities and local social service agencies through the County's CDBG program. Williamson County calls for potential projects to be submitted for funding. Applications are reviewed and a recommendation is developed based on the projects submitted, the amount of money the County has available to fund projects, eligibility of potential projects and how these projects coincide with the priorities set in the Consolidated Plan. Each city and/or agency determines the projects that are submitted for consideration. These projects can be determined via a city comprehensive plan, public input and/or staff recommendation. Comprehensive plans are developed through a network of public meetings, public announcements, and staff and engineer recommendations. Members of the Commissioners Court gather input from constituents and discuss potential projects with the CDBG Administrator. The County also hosts public meetings and makes draft plans available for review prior to final approval.

Applications were made available online and submitted electronically. The link to the applications was posted on the Williamson County website and was emailed to interested parties.

### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

Williamson County is a member of the Analysis of Impediments to Fair Housing Regional Working Group, The Williamson County Homeless Coalition. The group meets with other local non-profits and social service agencies to discuss the needs of homeless and those at-risk of becoming homeless. The goals of this group are to form a homeless coalition and attempt to find resources to fill the gaps within the community regarding homeless and at-risk homeless. Agencies include food pantries, mental health agencies, neighboring local units of government, housing agencies, local and neighboring housing authorities, local not for profit health clinics, and Texas Homeless Network staff.

Williamson County will continue to support the efforts of the Williamson County and Cities Health Districts to address lead based paint (LBP) hazards. The County will also continue to notify CDBG sub-recipients of LBP requirements and ensure compliance with CDBG requirements.

Williamson County's CDBG policies and procedures comply with the federal lead-based paint regulations at 24 CFR Part 35.



In accordance with lead-based paint requirements, the County will incorporate the following factors to refine and narrow the communities that are at highest risk with lead-based paint hazards as related to housing rehabilitation activities:

- Age of housing (pre-1978 housing units)
- Condition of housing
- Tenure and poverty levels
- Presence of young children
- Presence of lead poisoning cases

All contractors, sub-recipients, and other community partners are advised of the lead-based paint regulations. Additionally, the County's CDBG Office will continue to distribute information and literature on lead hazards to households who may be at risk of exposure.

Calls from residents regarding affordable housing options are directed to the local public housing authorities in Austin, Georgetown, Taylor, Granger and Round Rock. Those looking for assistance are also encouraged to contact the Capital Area Housing Finance Corporation to discuss affordable housing options and home buyers' assistance.

Residents are also given information on the WilcoForward program funded by the Department of Treasury as a part of the American Recovery Act. The funds were managed by the Williamson County Auditor's office and the Treasurer's office. Funding was made available to local non-profits and business in response to the Covid-19 pandemic.

Williamson County funds the Taylor Housing Authority for down payment assistance and the Granger Housing Authority for facility repairs. CDBG funds are also being used by the Georgetown Housing Authority for housing improvements.

Williamson County has a community resources website that allows people to search online for needed resources such as health care, mental health services, housing, food, and other community resources. The Williamson County Community Resources website is designed to empower residents with information about resources in the area so that they can connect with available services. The site is [www.wilco.org/communityresources](http://www.wilco.org/communityresources).

At this time, the CDBG office does not coordinate with corrections programs and institutions. However, the Williamson County Mobile Outreach Team does coordinate with corrections programs and institutions in an effort to assist those who are experiencing a mental crisis. The program allows for mental health support in an effort to avoid incarceration.

All agency types are encouraged to participate in the Williamson County CDBG program.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Williamson County does not receive ESG funds. Currently there are no Continuum of Care recipients for Williamson County. The County is a member of the Williamson County Homelessness Coalition that meets regularly. The Texas Homeless Network is represented in this coalition and provides information and updates on the Tx Balance of State. The group also includes representatives from organizations that assist the homeless and/or those approaching homelessness in varying aspects such as housing, emergency housing, temporary housing, mental health, physical health, rental assistance, and utility assistance. The Texas Homeless Network also provides guidance on how to complete the point in time count.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	City of Cedar Park
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Cedar Park could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
2	<b>Agency/Group/Organization</b>	City of Coupland
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Coupland could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program.

3	<b>Agency/Group/Organization</b>	City of Georgetown
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. City of Georgetown is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Georgetown applied for funds for the home repair program the city administers.
4	<b>Agency/Group/Organization</b>	CITY OF GRANGER
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. City of Granger is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. The City of Granger applied for funds to improve a portion of the city's wastewater system in low-income area of the city.
5	<b>Agency/Group/Organization</b>	City of Hutto
	<b>Agency/Group/Organization Type</b>	Other government - Local

	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Hutto could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
6	<b>Agency/Group/Organization</b>	City of Jarrell
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. City of Jarrell is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. The City of Jarrell applied for funding to improve the water system in a low income area of the city.
7	<b>Agency/Group/Organization</b>	City of Leander
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs



	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Leander could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
8	<b>Agency/Group/Organization</b>	City of Liberty Hill
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. City of Liberty Hill is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. The City of Liberty Hill will utilize CDBG funds to increase sidewalk accessibility in a low-mod area of the city.
9	<b>Agency/Group/Organization</b>	City of Taylor
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. City of Taylor is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. The city received funds to improve the city's water system in a low-mod income area.
10	<b>Agency/Group/Organization</b>	City of Weir
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Weir could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
11	<b>Agency/Group/Organization</b>	Taylor Housing Authority
	<b>Agency/Group/Organization Type</b>	PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. The Taylor Housing Authority is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Taylor Housing Authority utilizes CDBG funds for down-payment assistance to increase home ownership for income qualified households.
12	<b>Agency/Group/Organization</b>	Granger Housing Authority
	<b>Agency/Group/Organization Type</b>	PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. The Granger Housing Authority is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Granger Housing Authority utilized CDBG funds to improve low income housing for income qualified households.
13	<b>Agency/Group/Organization</b>	Georgetown Housing Authority
	<b>Agency/Group/Organization Type</b>	PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. The Georgetown Housing Authority is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Georgetown Housing Authority is utilizing funds to rehab their affordable housing units.
14	<b>Agency/Group/Organization</b>	WILLIAMSON COUNTY CRISIS CENTER DBA HOPE ALLIANCE
	<b>Agency/Group/Organization Type</b>	Services-Victims of Domestic Violence
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. The Crisis Center is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. The Crisis Center utilizes funds to increase supportive services for victims of domestic violence and to increase security at its shelter location through rehab/improvements.
15	<b>Agency/Group/Organization</b>	Habitat for Humanity of Williamson County
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Habitat for Humanity of Williamson County is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Habitat utilizes fund for land acquisition and site development to build affordable housing throughout the county. Habitat also utilizes CDBG funds for a home repair program for income qualified households.
16	<b>Agency/Group/Organization</b>	BLUEBONNET TRAILS COMM. MHMR
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Bluebonnet Trails is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Bluebonnet utilizes CDBG funds to assist homeless individuals with housing first services.



17	<b>Agency/Group/Organization</b>	Interagency Support Council of Easter Williamson County
	<b>Agency/Group/Organization Type</b>	Mental Health
	<b>What section of the Plan was addressed by Consultation?</b>	Mental Health
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Interagency Support Council is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Interagency utilizes CDBG funds to assist income qualified individuals with mental health support.
18	<b>Agency/Group/Organization</b>	Williamson County Commissioners Court
	<b>Agency/Group/Organization Type</b>	Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs HOPWA Strategy Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. The CDBG office works with Commissioners to discuss projects in precincts and county wide. CDBG office provides information on eligibility and funding that Commissioners utilize to make allocation decisions. The Williamson County Commissioners Court strives to utilize funds to improve the quality of lives for low income residents in the county.
19	<b>Agency/Group/Organization</b>	Blackshear/O.L. Price Ex-Student Association
	<b>Agency/Group/Organization Type</b>	Services-Education Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Public Facilities
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. While the organization does not receive CDBG funds, it could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
20	<b>Agency/Group/Organization</b>	City of Round Rock
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. The CDBG office consults with the City of Round Rock on CDBG shared projects, potential projects, CDBG management and policies. The City of Round Rock receives a direct allocation from HUD. Consultation is to discuss shared projects, if applicable.
21	<b>Agency/Group/Organization</b>	Key2Free
	<b>Agency/Group/Organization Type</b>	Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services - Victims
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Key2Free is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Key2Free utilizes CDBG funds to assist homeless individuals who are victims of domestic violence and sex trafficking.
22	<b>Agency/Group/Organization</b>	Spectrum
	<b>Agency/Group/Organization Type</b>	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide

	<b>What section of the Plan was addressed by Consultation?</b>	Broadband Services
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Researched information regarding plans available to low income families and households in Williamson County. Plan name Spectrum Internet Assist is available to low income households. Information gathered can be shared with other organizations assisting low income families or households contacting the CDBG office for assistance.
23	<b>Agency/Group/Organization</b>	AT&T
	<b>Agency/Group/Organization Type</b>	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	<b>What section of the Plan was addressed by Consultation?</b>	Broadband Services
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Researched information regarding plans available to low income families and households in Williamson County. Plan name Access from AT&T is available to low income households. Information gathered can be shared with other organizations assisting low income families or households contacting the CDBG office for assistance.
24	<b>Agency/Group/Organization</b>	FEMA
	<b>Agency/Group/Organization Type</b>	Agency - Managing Flood Prone Areas
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Consult with FEMA regarding flood plain areas to ensure low income households and HUD funded projects are protected. Data collected from FEMA is used in determining projects and project eligibility.

25	<b>Agency/Group/Organization</b>	Williamson County Department of Infrastructure
	<b>Agency/Group/Organization Type</b>	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources
	<b>What section of the Plan was addressed by Consultation?</b>	Infrastructure Flood Management
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Consult with Department of Infrastructure to develop flood mapping and alleviation of flooding. Data acquired from the Department of Infrastructure allows the County to make informed decisions on project locations, eligibility and need.
26	<b>Agency/Group/Organization</b>	Williamson County Mobile Outreach Team
	<b>Agency/Group/Organization Type</b>	Services-homeless Services-Health Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 2, 2021 and July 13, 2021. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. While MOT does not receive CDBG funds, it could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program. MOT also consults with law enforcement to provide crisis intervention for clients and avoid unnecessary incarceration. Intervention is to avoid unnecessary incarceration.



**Identify any Agency Types not consulted and provide rationale for not consulting**

All entities were considered for consultation.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Central Texas Region units of government, including Williamson County	Barriers to affordable housing opportunities.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed. Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at [www.wilco.org](http://www.wilco.org). Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on March 2, 2021 and July 12, 2021 to gather input regarding the CDBG program and potential projects.

Participating cities and agencies are encouraged to submit applications to the Williamson County CDBG office for projects that meet the priorities and goals outlined in the Consolidated Plan. Project applications are determined via the use of comprehensive plans, public input and/or city staff/management. During the planning process, cities may hold public input meetings as well post information for review by the public. County Commissioners receive input from constituents and discuss potential projects with the CDBG Administrator. The CDBG Administrator guides potential applicants in the application process and is available to meet to discuss processes, projects and funding.

The project proposal was approved by the Williamson County Commissioners Court on June 22, 2021. No comments were received.

The FY21 Annual Action Plan was available for review at the Williamson County Courthouse and Website at [www.wilco.org](http://www.wilco.org)

City Halls of the following:

City of Cedar Park

City of Coupland

City of Georgetown

City of Granger

City of Hutto

City of Jarrell

City of Leander

City of Liberty Hill

City of Taylor

City of Weir

### Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	Four in attendance.	General discussion regarding funding and eligibility.	All comments accepted.	
2	Newspaper Ad	Non-targeted/broad community	No comments received.	No comments received.	No comments received.	
3	Internet Outreach	Non-targeted/broad community	No comments received.	No comments received.	No comments received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Non-targeted/broad community	No comments received.	No comments received.	No comments received.	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

Williamson County was awarded \$1,693,040. The County will also reallocate \$329,994. The level of annual funding is expected to remain similar for the remainder of the Five Year Consolidated Plan.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,693,040	0	329,994	2,023,034	3,095,002	This is an estimated allocation based on historical allocations. The expected amount for the remainder of the Con Plan assumes the same allocation in each subsequent year.

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how**



**matching requirements will be satisfied**

The nonprofit organization funded has additional financial capacity through foundations and fundraising campaigns. Federal funds provide the organization with the opportunity to expand their services to benefit more low- and moderate-income persons.

There are no federal or local matching requirements for the CDBG grant. However, the county encourages projects to provide match funds if available.

Match funds obtained from other federal, State, local or private sources:

Habitat for Humanity Home Repair \$211,360

Georgetown Home Repair \$55,000

Interagency Support Council \$774,111

Granger Wastewater Project \$11,000

Liberty Hill Sidewalk Project \$5000

Georgetown Housing Authority Rehab Project \$337,010

Jarrell Water Project \$11,000

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Williamson County does not intend to utilize publicly owned land or property to address the needs identified in this plan.

## **Discussion**

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
<b>1</b>	Housing Rehabilitation	2019	2023	Affordable Housing Public Housing	City of Georgetown City of Granger CDBG Participating Cities + Unincorporated Areas of County	Increase Access to Affordable Housing	CDBG: \$592,000	Rental units rehabilitated: 295 Household Housing Unit Homeowner Housing Rehabilitated: 40 Household Housing Unit
<b>2</b>	Improve public facilities	2019	2023	Non-Housing Community Development	Countywide City of Granger CDBG Participating Cities + Unincorporated Areas of County	Public Facilities and Infrastructure Improvements	CDBG: \$1,299,050	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1815 Persons Assisted
<b>3</b>	Provide public services	2019	2023	Non-Homeless Special Needs Non-Housing Community Development	Countywide City of Georgetown	Public Services	CDBG: \$35,000	Public service activities other than Low/Moderate Income Housing Benefit: 55 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Planning and Administration	2019	2023	Administration and Planning	Countywide CDBG Participating Cities + Unincorporated Areas of County	Planning and Administration and Fair Housing	CDBG: \$96,984	Other: 1 Other

**Table 6 – Goals Summary**

## Goal Descriptions

1	<b>Goal Name</b>	Housing Rehabilitation
	<b>Goal Description</b>	<p>Provide assistance to homeowners and rental facilities for rehabilitation of existing structures to improve and maintain the quality of the affordable housing stock.</p> <p>Granger Housing Authority \$12,000</p> <p>Georgetown Housing Authority \$330,000</p> <p>City of Georgetown Home Repair \$100,000</p> <p>Habitat for Humanity Home Repair \$150,000</p>

<b>2</b>	<b>Goal Name</b>	Improve public facilities
	<b>Goal Description</b>	<p>Improvements to public facilities and infrastructure and facilities that deliver public services. Public facilities include those that serve youth/children, abused and neglected children, seniors, persons with disabilities and other vulnerable populations.</p> <p>Granger Wastewater Colorado Street \$344,050</p> <p>Liberty Hill Sidewalk Project \$488,000</p> <p>Jarrell Water System Improvements \$467,000</p>
<b>3</b>	<b>Goal Name</b>	Provide public services
	<b>Goal Description</b>	<p>Delivery of public services for seniors, persons with disabilities, youth, victims of domestic violence, abused and neglected children as well as childcare services, health and mental health services, transportation, non-homeless special needs and employment training.</p> <p>Interagency Support Council \$35,000</p>
<b>4</b>	<b>Goal Name</b>	Planning and Administration
	<b>Goal Description</b>	Administrative and planning costs to operate the CDBG program successfully.



## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The following table provides the names of the projects funded for FY 2021 utilizing CDBG funds. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Please refer to the Appendix for a list and description of alternate projects.

Williamson County was awarded \$1,693,040 in FY21. The County will also reallocate \$329,994 during the process.

#### Projects

#	Project Name
1	Habitat for Humanity of Williamson County/Homeowner Rehab
2	City of Georgetown Home Repair Program
3	Interagency Support Council of Eastern Williamson County, Inc./Social Service
4	Granger Wastewater/Colorado Street 2018

**Table 7 - Project Information**

#### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

Allocation priorities were based upon the Needs Assessment undertaken as part of the planning process and demand for projects and services in the past. The primary obstacle to addressing underserved needs is the limited resources available to address such needs throughout the County. The County encourages CDBG applicants to seek other resources from other public and private entities in an effort to leverage the limited amount of CDBG funds available.

Projects descriptions and specific allocations are found in the appendices of this document.

**AP-38 Project Summary**  
**Project Summary Information**

1	<b>Project Name</b>	Habitat for Humanity of Williamson County/Homeowner Rehab
	<b>Target Area</b>	CDBG Participating Cities + Unincorporated Areas of County
	<b>Goals Supported</b>	Housing Rehabilitation
	<b>Needs Addressed</b>	Increase Access to Affordable Housing Decrease Homelessness
	<b>Funding</b>	CDBG: \$150,000
	<b>Description</b>	Project will assist approximately ten eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
	<b>Target Date</b>	9/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Project will assist approximately 20 low income households.
	<b>Location Description</b>	CDBG participating cities or unincorporated areas of the county.
	<b>Planned Activities</b>	Homeowner rehab.
2	<b>Project Name</b>	City of Georgetown Home Repair Program
	<b>Target Area</b>	City of Georgetown
	<b>Goals Supported</b>	Housing Rehabilitation
	<b>Needs Addressed</b>	Increase Access to Affordable Housing Decrease Homelessness
	<b>Funding</b>	CDBG: \$100,000
	<b>Description</b>	Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
	<b>Target Date</b>	9/30/2022

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Project to assist 20 low income households.
	<b>Location Description</b>	Project will be citywide in Georgetown TX.
	<b>Planned Activities</b>	Homeowner rehabilitation.
<b>3</b>	<b>Project Name</b>	Interagency Support Council of Eastern Williamson County, Inc./Social Service
	<b>Target Area</b>	City of Taylor CDBG Participating Cities + Unincorporated Areas of County
	<b>Goals Supported</b>	Provide public services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$35,000
	<b>Description</b>	Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain the number of clients served.
	<b>Target Date</b>	9/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Project to assist 55 low to moderate income people.
	<b>Location Description</b>	Eastern Williamson County.
	<b>Planned Activities</b>	Public Service mental health services.
<b>4</b>	<b>Project Name</b>	Granger Wastewater/Colorado Street 2018
	<b>Target Area</b>	City of Granger
	<b>Goals Supported</b>	Improve public facilities
	<b>Needs Addressed</b>	Public Facilities and Infrastructure Improvements
	<b>Funding</b>	CDBG: \$344,050

	<b>Description</b>	Replacement of existing 8 inch clay wastewater line with new PVC wastewater line and associated manholes. Project to include the repair of asphalt streets and concrete sidewalks and will take place on Colorado Street south of FM917 to East Mesquite, Colorado Street north of FM971 to East Ash, east on East Ash Street to North Alligator Road, north on Mustang Street from East Ash Street to before East Walnut. Project is in Granger, TX.
	<b>Target Date</b>	9/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Project is area based and expected to assist 878 people. Area is 50.89% low-mod.
	<b>Location Description</b>	Granger, TX
	<b>Planned Activities</b>	Wastewater improvements.



## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Projects are determined by the area low mod percent or by individual assistance. Projects will be located in Granger, Georgetown, Jarrell, Liberty Hill, and in the unincorporated areas of the county. Percentages are based on the total of the FY21 allocation and reallocated funds. Total is \$2,023,034.

Distribution is as follows:

Granger 17.6%

Georgetown 21.2%

Jarrell 23%

Liberty Hill 24%

Easter Williamson County 1.7%

Countywide 7.4%

Administration 4.8%

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
Countywide	
City of Leander	
City of Georgetown	
City of Granger	
City of Taylor	
CDBG Participating Cities + Unincorporated Areas of County	

**Table 8 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

In FY21, Williamson County will use CDBG funds throughout the jurisdiction to serve low and moderate-income persons and households. The county does not prioritize allocations geographically, but rather based on need. All projects either serve low-mod income individuals, households or areas based on

census tract data or survey.

### **Discussion**

Williamson County does not have identified designated target areas for the FY21 Action Plan.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

The county will use FY21 CDBG funds to assist with the Georgetown Home Repair Program and the Habitat for Humanity Home Repair program. Funds will also be used to improve the Granger Housing Authority and the Georgetown Housing Authority. In addition, Habitat for Humanity and Georgetown will both have home repair programs that allow low income residents to remain in their homes, therefore preventing potential homelessness.

The Taylor Housing Authority also administers a 3 year voucher program for 18-24 year olds who are leaving the foster care system.

Projects to be funded as follows:

Georgetown Home Repair \$100,000

Habitat Home Repair \$150,000

Granger Housing Authority \$12,000

Georgetown Housing Authority \$330,000

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	224
Special-Needs	0
Total	224

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	224
Acquisition of Existing Units	0
Total	224

**Table 10 - One Year Goals for Affordable Housing by Support Type**

## **Discussion**

Project outcomes are as follows:

Georgetown Home Repair 20 households

Habitat Home Repair 20 households

Granger Housing Authority 26 households/units

Georgetown Housing Authority 158 units

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

Low-income residents largely depend on local housing authorities for access to affordable housing and related services. The purpose of public housing authorities (PHA) is to ensure safe, decent, affordable housing and to create opportunities for resident's self-sufficiency and economic independence.

The Georgetown Public Housing Authority manages Shady Oaks Apartments and Stonehaven Apartments. The Shady Oaks Apartments are Section 8 and offer 60 duplex apartments to qualified residents. The Stonehaven Apartments are public housing and offer 158 housing units to qualified residents. The Georgetown Housing Authority also manages a Section 8 (Housing Choice Voucher) program.

The Taylor Housing Authority owns and manages the Mary Olson property and the Avery property. These properties are public housing facilities and offer 46 units and 70 units respectively. The Taylor Housing Authority also administers a Section 8 Housing Choice Voucher program that assists approximately 142 families. The Voucher program is a rental subsidy program where families choose where they want to live (based on certain stipulations) and the rental subsidy is paid to the landlord.

The Taylor Housing Authority also administers a 3 year voucher program for 18-24 year olds who are leaving the foster care system.

The Granger Housing Authority operates and manages 26 units available to qualified residents.

As public housing facilities age, investments are needed to maintain and improve the buildings and units to preserve and maintain safe, decent, affordable housing for the County's most vulnerable residents. This section discusses actions taken to address the needs of public housing residents and the units in which they reside.

### **Actions planned during the next year to address the needs to public housing**

During FY 2021, Williamson County will fund the following:

- Funding to Granger Housing Authority (\$12,000) to improve accessibility to 26 low income housing units. Units are 2-3 bedroom units and will serve low-mod income families.
- Funding to Georgetown Housing Authority to rehab 158 low income housing units.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Georgetown Housing Authority (GHA) offers various services to residents in an effort to improve their



living environment. Services include classes and activities for families such as nutrition and health classes; exercise groups; medical, hearing and prescription medicine screenings; defensive driving; financial literacy as well as classes about protection from identity fraud/theft. Computer labs and tutors are available to residents for job search activities, resume building, and personal use.

GHA offers the Family Self-Sufficiency (FSS) Program, a HUD program that encourages communities to develop local strategies to help families obtain employment that will lead to economic independence and self-sufficiency. In partnership with welfare agencies, schools, businesses, and other local partners, GHA has developed a comprehensive program that gives participating FSS family members the skills and experience to assist them in obtaining employment that pays a living wage and focus on self-sufficiency.

The Resident Opportunities and Self-Sufficiency (ROSS) program is another essential service provided through GHA. This program allows residents to receive one-on-one assistance and support from a ROSS Coordinator to identify goals and current needs and to find free or low-cost resources to assist residents in achieving their goals.

The Taylor Housing Authority was awarded \$100,000 in FY16 CDBG funds for their Home Ownership Program to assist income eligible families with purchasing a home. The down payment assistance available to families was increased in an effort to make home purchases affordable to income qualified households.

The County supports the Taylor Housing Authority with a CDBG homeownership program. The program provides down-payment assistance to eligible residents. The County has also provided CDBG funding to both the Granger and Georgetown Housing Authorities for housing improvements. While these projects don't directly affect homeownership, they do provide needed support to residents.

The CDBG office participates in the Williamson County Homeless Coalition. The coalition meets to discuss housing options and funding. Representatives from multiple agencies participate in the meetings including, but not limited to the Round Rock Housing Authority, Georgetown Housing Authority and Taylor Housing Authority.

Currently, only the Taylor Housing Authority has a homeownership program in place.

The Housing Authorities have resident representatives on the board for representation and to encourage residents to become more involved in management.

The County supports all efforts of the Housing Authorities to encourage home ownership and management.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be**

**provided or other assistance**

None of the PHAs in Williamson County are designated as troubled.

**Discussion**

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The following section outlines Williamson County's goals and actions for the year in ending homelessness.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Williamson County funded FY20 CDBG funds to Bluebonnet Trails (\$50,000). The project provides Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus is on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First also helps individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed. Project anticipates assisting 20 homeless individuals.

The County also funded Hope Alliance (\$35,000). The project offers financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance is provided in the form of monies paid directly to landlords and utility companies. Financial assistance is provided for items such as deposits, rent, and utilities.

This assistance allows survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments. Project anticipated to assist 150 victims of domestic violence.

The County was awarded approximately \$94 million from the Department of Treasury to support housing and economic needs during and following the Covid-19 pandemic. This program is managed by the County Auditor and Treasurer.

The County participated in the Central Texas Fair Housing consortium. The full report can be found at <https://www.wilco.org/cdbg>.

The Central Texas Fair Housing consortium developed a regional Analysis of impediments to Fair Housing. The Analysis of Impediments to Fair Housing Choice, or AI, is a planning process for local governments and public housing agencies (PHAs) to take meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive

communities that are free from discrimination. This study was conducted for the Central Texas Region in 2018 and 2019 as a joint effort among the following entities:

- The City of Austin
- The Housing Authority of the City of Austin
- The Georgetown Housing Authority
- The City of Pflugerville
- The City of Round Rock
- The Round Rock Housing Authority
- The Taylor Housing Authority
- Travis County
- The Housing Authority of Travis County
- Williamson County

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Because Williamson County funds wraparound social services offered by service providers working with persons experiencing homelessness, the service providers are able to leverage their resources to provide emergency shelter to help meet the housing needs of homeless persons. In FY20, Williamson County allocated the following social services; \$20,000 Hutto Resource Center Food Pantry, \$20,000 Helping Hands of Georgetown Food Pantry, \$30,000 to Interagency Support Council of Eastern Williamson County, \$35,000 to Williamson County Crisis Center dba Hope Alliance, and \$50,000 to Bluebonnet Trails Community MHMR Center. Williamson County is not directly increasing the number of emergency shelter beds but rather is funding the supportive services utilized by persons accessing emergency and transitional housing.

More services were not funded in FY21 as FY20 funding was delayed and are ongoing.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Williamson County funded FY20 CDBG funds to Bluebonnet Trails (\$50,000). The project provides Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus is on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services,

access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed. Project anticipates assisting 20 homeless individuals. This project is carrying over in to FY21.

The County also funded Hope Alliance (\$35,000) in FY20. The project offers financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance is provided in the form of monies paid directly to landlords and utility companies. Financial assistance is provided for items such as deposits, rent, and utilities.

This assistance allows survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments. Project anticipated to assist 150 victims of domestic violence.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Because Williamson County funds wraparound social services offered by service providers working with persons experiencing homelessness, the service providers are able to leverage their resources to provide emergency shelter to help meet the housing needs of homeless persons. Williamson County allocated to the following social services in FY20; \$20,000 Hutto Resource Center Food Pantry, \$20,000 Helping Hands of Georgetown Food Pantry, \$30,000 to Interagency Support Council of Eastern Williamson County, \$35,000 to Williamson County Crisis Center dba Hope Alliance, and \$50,000 to Bluebonnet Trails Community MHMR Center. Williamson County is not directly increasing the number of emergency shelter beds but rather is funding the supportive services utilized by persons accessing emergency and transitional housing.

In FY21, the County is funding the Granger Housing Authority, the Georgetown Housing Authority, the Georgetown Home Repair program and the Habitat Home Repair program. These projects allow low income individuals to stay in their affordable housing by keeping the houses and units safe and code compliant.

The Taylor Housing Authority also administers a 3 year voucher program for 18-24 year olds who are leaving the foster care system.

## **Discussion**

The CDBG Program Administrator participates in the Williamson County Homeless Coalition. The



coalition is made up of local organizations who assist the homeless. The group is meeting to discuss how better to address the homeless population in Williamson County.

The Balance of State CoC works to ensure that homeless individuals make the transition to permanent housing and independent living, is prioritizing safe and stable housing and making affordable housing options more accessible to homeless individuals. Many homeless that struggle to transition into permanent housing and independent living suffer from mental illness and substance addiction. Recent trends through the Homeless Prevention and Rapid Re-housing program and Housing First model prioritize placing homeless individuals and families in permanent housing quickly, and then linking them to supportive services in the community. Williamson County continues to support local organizations, such as the Georgetown Project to assist homeless youth with transitional and permanent housing. This is done through Williamson County Juvenile Services.

Williamson Burnet County Opportunities (WBCO) provides services such emergency assistance, headstart, case management to transition out of poverty, adult education program for job skills, and rapid re-housing program.

Williamson County Mobile Outreach Team assists local law enforcement with individuals who are in a crisis. They work with health-care facilities, mental health facilities, corrections programs and institutions to ensure that individuals obtain the care they need. They also provide medications and temporary housing as needed and as funds allow.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

This section describes some of the primary challenges to development of affordable housing.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Habitat for Humanity (Habitat) is the only nonprofit housing developer in Williamson County. Habitat must look for low-cost land as high taxes and insurance make much of the land cost prohibitive. Even with Homestead caps, valuations are increasing and hurting mortgage affordability while low-cost land is increasingly difficult to find. It is a priority of Williamson County to acquire land for affordable housing. Stakeholders discussed that development and zoning ordinances make it difficult to develop affordable housing units.

In FY20, the City of Georgetown and Habitat for Humanity are partnering together to develop 6-12 workforce units located on West 21st Street in Georgetown TX. This project will continue in FY21.

### **Discussion:**

Williamson County does not set land code uses, zoning and/or policies and procedures for participating cities. The County encourages all participating cities to remove any barriers to affordable housing.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

#### **Actions planned to address obstacles to meeting underserved needs**

The primary impediment to Williamson County's ability to meet underserved needs is limited availability of funding to address identified priorities; the need exceeds the availability of resources. The County will continue to seek public and private resources to leverage its entitlement funds in assisting with implementation of policies and programs.

#### **Actions planned to foster and maintain affordable housing**

Williamson County is committed to fostering and maintaining affordable housing. FY21 CDBG funds have been awarded to following projects to improve or create additional affordable housing:

##### **Habitat for Humanity of Williamson County Home Repair Program \$150,000**

Project will assist approximately ten eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.

##### **City of Georgetown Home Repair Program \$100,000**

Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.

##### **Granger Colorado Street Wastewater Line Replacement \$344,050**

Project to include the replacement of the existing 8-inch clay wastewater line with a new PVC wastewater line and associated manholes. Project to include the repair of asphalt streets and concrete

sidewalks.

#### **Liberty Hill Sidewalk Project \$488,000**

Design and installation of approximately 5800 linear feet of sidewalk with ADA accessible curb ramps at street intersections, and erosion and sedimentation control during and immediately after construction. Project will also include approximately 3600 linear feet of drainage improvements to mitigate existing drainage issues. Project will be located on portions of Hillcrest Lane and Loop 332 and on Lynn Lane, Panther Path and Barrington Drive.

#### **Georgetown Housing Authority \$294,984**

Project will rehabilitate 158 residential dwelling units, GHA office, Senior Center, Activity Learning center, gazebos and site cedar fences with exterior wood repairs. Demolition of the rotten rough cedar privacy entries, removing all deteriorated wood and fascia boards, trim, soffits, wood siding, wood fencing and paint exterior surfaces.

#### **Granger Housing Authority Rehab \$12,000**

Rehabilitation of back entryway to 26 public housing units to include safety railings and ramps. Project located at the Granger Housing Authority.

#### **Jarrell Water System Improvements \$467,000**

Installation of 16" water line including valves, fittings and fire hydrants. Work to be completed on 1st Street, between Avenue I and Avenue E in Jarrell TX.

#### **Actions planned to reduce lead-based paint hazards**

Williamson County will continue to support the efforts of the Williamson County and Cities Health Districts to address lead based paint (LBP) hazards. The County will also continue to notify CDBG sub-recipients of LBP requirements and ensure compliance with CDBG requirements.

Williamson County's CDBG policies and procedures comply with the federal lead-based paint regulations

at 24 CFR Part 35.

In accordance with lead-based paint requirements, the County will incorporate the following factors to refine and narrow the communities that are at highest risk with lead-based paint hazards as related to housing rehabilitation activities:

- Age of housing (pre-1978 housing units)
- Condition of housing
- Tenure and poverty levels
- Presence of young children
- Presence of lead poisoning cases

All contractors, sub-recipients, and other community partners are advised of the lead-based paint regulations. Additionally, the County's CDBG Office will continue to distribute information and literature on lead hazards to households who may be at risk of exposure.

### **Actions planned to reduce the number of poverty-level families**

Williamson County funded FY20 CDBG funds to Bluebonnet Trails (\$50,000). The project provides Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus is on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First also helps individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed. Project anticipates assisting 20 homeless individuals. This project will carry forward in FY21.

The County funded Hope Alliance (\$35,000) in FY20. The project offers financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance is provided in the form of monies paid directly to landlords and utility companies. Financial assistance is provided for items such as deposits, rent, and utilities.

This assistance allows survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments. Project anticipated to assist 150 victims of domestic violence. This project will carry forward in FY21.

### **Actions planned to develop institutional structure**

Because Williamson County has relationships with public housing authorities and agencies such as Habitat for Humanity and Hope Alliance, there are opportunities for continued dialogue and support for advancement of institutional structure. Additionally, as a sub-recipient of CDBG funds, the receiving



entities must maintain a high level of reporting which requires a strong institutional structure. Williamson County will provide technical assistance as needed to ensure that sub-recipients are in compliance with CDBG regulations.

**Actions planned to enhance coordination between public and private housing and social service agencies**

In FY21, Williamson County will continue to support and encourage efforts of the four public housing authorities and agencies such as Habitat for Humanity to collaborate to increase and preserve the number of affordable housing units. Williamson County will also encourage public housing authorities to offer services to residents in financial literacy and planning and to encourage residents to participate in programs designed to increase self-sufficiency.

**Discussion:**

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%



## Attachments

## Grantee Unique Appendices

### Past Performance as Reported in the FY19 CAPER

#### Bluebonnet Trails Community MHMR Center/Social Service

##### Activity 99

Accomplishments: Provide Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First will also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed. Assisted 21 new homeless clients with housing and rental assistance. Total occurrences of assistance was 52 for homeless clients.

FY19 \$50,000

CDBG Funds Utilized to Date: \$35,587.93

Percent Low-Mod: Limited Clientele Homeless

Percent Minority: 19% minority

#### Taylor Dickey Museum and Multipurpose Center

##### Activity 82

Accomplishments: Phase 1 of this project was completed on 5-9-2019 and included raising the existing house as required, construction of new concrete piers/foundation, repair of existing floor beams, setting house down on new foundation, replacing roof decking with plywood sheathing, replacing the edge metal, installing new felt, installing new 30 year composition shingles over the entire roof area. Project progress includes asbestos and lead paint abatement, foundation has been restored, roof restoration, exterior structure has been restored, doors restored and installed.

Project is nearing completion.

FY17 \$109,160

FY19 \$98,000

CDBG Funds Utilized to Date: \$203,938.35

Census Tract 212.03 (Block Group 1) Census Tract 210 (Block Groups 1 and 2) Census Tract 211 (Block Group 1)

Percent Low-Mod: 70.76%

Percent Minority: 212.03-37.08% 210-81.34% 211-57.49%

#### City of Georgetown Home Repair Program

##### Activity 100

Accomplishments: Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. Six low income households received home repair, benefiting ten individuals.

FY19 \$75,000

CDBG Funds Utilized to Date: \$72,892.05

Percent Low-Mod: 100% (income qualified households)

Percent Minority: 83% minority

#### Georgetown Housing Authority FY18

##### Activity 92

Accomplishments: Modernization of 134 dwelling buildings, office/community building, management/maintenance buildings, gazebos and fences. Rehab of entries by removing deteriorated wood on fascia boards, trim, soffits, wood siding, wood fencing and paint exterior surfaces. Project to take place at the Georgetown Housing Authority Stonehaven location. 2019: Stonehaven Apartments experiences critical levels of persistent sewage back-up within its dwelling units. Old, corroding and disintegrating sanitary sewer lines are continually failing, creating sewage blockage and subsequent back-ups into the residential units. It has also been discovered through testing by Terracon Consultants, Inc. that asbestos exists within the VCT flooring and adhesive, the undercoating of the kitchen sinks and the drywall. The



asbestos materials will be significantly disturbed while remedying the sewage issues, therefore will need to be abated in accordance with the National Emission Standards for Hazardous Air Pollutants, 40 CFR Part 61, Subpart M, Asbestos, Demolitions and Renovations.

FY18 \$282,603

FY19 \$300,000

CDBG Funds Utilized to Date: \$0

Housing Authority Rehab 100% low-mod

Granger Housing Authority Rehab

Activity 103

Accomplishments: Weatherization through window replacement. 16 units rehabbed with updated windows. This project is complete. This is the final time this project will be reported in a CAPER.

FY19 \$49,898

CDBG Funds Utilized to Date: \$42,903.22

Housing Authority Rehab 100% low-mod

Habitat for Humanity of Williamson County

Accomplishments: Land acquisition for the purpose of building affordable homes for income qualified individuals or families. This project has not been funded in IDIS. Land costs are unaffordable. Potentially reallocating funding to housing rehab project.

FY19 \$100,000

CDBG Funds Utilized to Date: \$0

Income qualified households

Habitat for Humanity of Williamson County Home Repair

Activity 98

Accomplishments: Project will assist approximately ten eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. 15 low income households received home repair, benefiting 28 individuals.

FY19 \$75,000

CDBG Funds Utilized to Date: \$74,962.22

Income qualified households

Williamson County Crisis Center dba Hope Alliance/Social Service

Activity 104

Accomplishments: Funds will be utilized to offer financial assistance to survivors participating in other life-saving services offered by Hope Alliance. Assistance would be provided in the form of monies paid directly to landlords and utility companies. This assistance will allow survivors to remain in their current safe housing or obtain new housing after fleeing an unsafe situation. Provided rental and utility assistance to 18 victims of domestic violence. This is the final time this project will be reported in a CAPER.

FY19 \$35,000

CDBG Funds Utilized to Date: \$35,000

Percent Low-Mod: Limited Clientele Victims of Domestic Violence

Percent Minority: 66% minority

Williamson County Crisis Center dba Hope Alliance Shelter Rehab

Activity 101

Accomplishments: Funds were utilized to update the shelter security system and perimeter fencing to provide security for victims of domestic violence. Actual numbers were lower than proposed numbers due to pandemic. This is the final time this project will be reported in a CAPER.

FY19 \$15,000  
CDBG Funds Utilized to Date: \$14,077.80  
Percent Low-Mod: Limited Clientele Victims of Domestic Violence  
Percent Minority: 62% minority

Interagency Support Council of Eastern Williamson County, Inc./Social Service

Activity 96

Accomplishments: Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding allows the program to maintain the number of clients served. Program has assisted 23 new clients and provided 359 sessions. This is the final time this project will be reported in a CAPER.

FY19 \$25,000  
CDBG Funds Utilized to Date: \$25,000  
Percent Low-Mod: Limited Clientele  
Percent Minority: 78% minority

City of Leander Senior Activity Center

Accomplishments: Funds will be utilized for a portion of the construction and/or equipment costs associated with the Senior Activity Center. The center will be an 11,000-13,000 Senior Activity Center that will house Meals on Wheels and have an area for the Williamson County Children's Advocacy Center. This project has not been funded in IDIS. Potentially reallocate funds.

FY19 \$150,000  
CDBG Funds Utilized to Date: \$0

Lone Star Circle of Care Project Headwaters

Activity 102

Accomplishments: Funds will be utilized to rehab Taylor's West End School to include a kitchen, food pantry, meal packing and serving area, dining area, multipurpose room, offices and restrooms to accommodate Taylor's Meals on Wheels Program and Senior Center activities. Second floor rehab to include waiting room, program registration area, lab, provider and business office space, a nurse station, procedure room, exam rooms, break room, vitals area and storage for Lone Star Circle of Care. The abatement and selective demolition of the West End School site supported by CDBG funding is complete. Building and landscape design completed in August 2020. The construction phase began September-October 2020.

FY19 \$300,000  
CDBG Funds Utilized to Date: \$300,000  
Percent Low-Mod: Limited Clientele

Williamson County EMS Mobile Outreach and Community Health Paramedicine/Social Service

Activity 97

Accomplishments: Provide emergency assistance to low-income persons in crisis who are at risk of homelessness or who are homeless. Recipients will be provided access to temporary emergency housing until a more permanent solution can be found and/or provided medication, psychiatric care, counseling, healthcare or services that reduce the likelihood of homelessness. Provided services to 6 new clients and 109 encounters with clients. Those served were homeless or nearing homelessness. This is the final this project will be reported in a CAPER.

FY19 \$16,000  
CDBG Funds Utilized to Date: \$16,000  
Percent Low-Mod: Limited Clientele  
Percent Minority: 50% minority

The Key2Free/Social Service

Activity

Accomplishments: Provide clinical, medical and dental services to victims of human trafficking. Program assisted seven new clients and had 160 encounters.

FY19 \$59,000  
CDBG Funds Utilized to Date: \$20,667.98  
Percent Low-Mod: Limited Clientele  
Percent Minority: 57% minority

Program Administration  
Activity 94  
FY19 \$119,938  
CDBG Funds Utilized to Date: \$114,802.96

City of Weir Community Center  
Activity 86  
Accomplishments: Completion of 5,000 square foot total roof area, with approximately 2,000 square foot climate controlled. The building was designed so that the remaining 3,000 square feet could be enclosed and climate controlled in the future if needed. Project completed on August 21, 2020. This is the final time this project will be reported in a CAPER.  
FY17 \$315,000  
FY18 \$292,700  
CDBG Funds Utilized to Date: \$592,700  
Census Tract 216.02 (Block Group 1)  
Percent Low-Mod: 46.34%  
Percent Minority: 25.3%

City of Taylor Water/Wastewater and Street Reconstruction  
Activity 88  
Accomplishments: Construction on West 3rd Street from Vance to Howard in Taylor, TX. 6732 square yards of recycled pavement (12" deep with cement), 6120 square yards of 2.5" HMAC, 1355 linear feet of curb and gutter replacement, 340 linear feet of 8" wastewater main, 1750 linear feet of wastewater service lines with clean-outs at right of way, 2500 linear feet of 8" C900 water main, 1050 linear feet of water service lines 6 water valves and fittings, 3 wastewater manholes, 2840 linear feet of trench protection, 7 fire hydrants and associated appurtenances. Project is nearing completion and is expected to be completed in March-April 2021.  
FY17 \$82,203  
FY18 \$290,000  
FY18 reallocated \$117,000  
CDBG Funds Utilized to Date: \$489,203  
Census Tract 211 (Block Groups 1 and 2) Census Tract 210 (Block Groups 1, 2 and 3)  
Percent Low-Mod: 67.35%  
Percent Minority: 211-57.49% 210-81.34%

Granger Wastewater/Colorado Street 2018  
Activity 89  
Accomplishments: Replacement of existing 8 inch clay wastewater line with new PVC wastewater line and associated manholes. Project to include the repair of asphalt streets and concrete sidewalks and will take place on Colorado Street south of FM917 to East Mesquite, Colorado Street north of FM971 to East Ash, east on East Ash Street to North Alligator Road, north on Mustang Street from East Ash Street to before East Walnut. Engineering funded in 2018 is complete. Construction portion of the project was funded in FY20 and will begin once funding is available.  
FY18 \$55,400  
CDBG Funds Utilized to Date: \$55,400  
Census Tract 213 (Block Groups 2 and 3)  
Percent Low-Mod: 50.50%  
Percent Minority: 39.51%

City of Liberty Hill Sidewalk Project

Activity 90

Accomplishments: Construction of 2,600 linear feet of 4-foot sidewalk, 100 linear feet of 5-foot sidewalk, nine ramps, 16 driveway aprons, and 1,170 linear feet of drainage improvements. The streets to be addressed include Hickman Street, Church Street, Barton Drive, Grange Street, and Munro Street. Survey of service area has been completed and indicates the area is qualified to use CDBG funding. Engineering is complete. Project is complete. This is the final time this project will be reported in a CAPER.

FY16 \$26,000 (engineering only)

FY18 \$224,000

CDBG Funds Utilized to Date: \$126,506.36

Survey indicates area is 60% low-mod

Hutto/Huttoparke Sidewalk

Activity 91

Accomplishments: Installing approximately 512 linear feet of 5 foot sidewalks and .25 mile of 10 foot sidewalk along FM1660 from Sylvan Street to between Almquist Street and Brown Street and just south of Limmer Loop. Survey must be completed to verify percent low mod. This project has not been funded in IDIS. Reallocating funds is being considered.

FY18 \$56,095

CDBG Funds Utilized to Date: \$0

Survey required to verify area low-mod eligibility

Georgetown 17th Street Sidewalk

Activity 84

Accomplishments: Approximately 1100 feet of 5 foot wide sidewalk, approximately 175 square yards of driveway approach, 8 curb ramps, 150 feet of crosswalk and two GoGeo (fixed route) bus shelters. Project is located on W. 17th Street from Railroad Ave to Forest Street in Georgetown, TX. Project is complete. This is the final time this project will be reported in a CAPER.

FY18 \$206,824

CDBG Funds Utilized to Date: \$169,497.65

Census Tract 214.02 (Block Groups 3 and 4)

Percent Low-Mod: 93.59%

Percent Minority: 51.54%

Taylor Dickey Givens Community Center

Activity 93

Accomplishments: Construction of a 2175 square foot community center to include a kitchen, two ADA compliant restrooms, large meeting room with a stage and all project incidentals. The center will be located in Fannie Robinson Park at the corner of South Dolan Street and MLK Jr. Blvd in Taylor TX. Environmental review is complete. Project is expected to be completed March-April 2021.

FY16 \$150,000

FY18 \$150,000 (reallocated from Bluebonnet Trails Project)

CDBG Funds Utilized to Date: \$201,725.32

Census Tract 210 and 211

Percent Low-Mod: 67.35%

Percent Minority: 210-81.34% 211-57.49%

Program Administration

Activity 87

FY18 \$91,912

CDBG Funds Utilized to Date: \$91,912

Activity closed in IDIS.

Taylor Housing Authority Home Ownership Program

Activity 79

Accomplishments: Down payment assistance was provided to one low income family in 2017 and one low income family in 2018. Homes are located in Taylor TX. 2019: \$20,000 has been committed to a homebuyer who is purchasing a Habitat home. The home is expected to be completed in September-October 2021. The remaining funds have not been committed to date.

FY16 \$100,000

CDBG Funds Utilized to Date: \$50,000

Percent Low-Mod: 100%

Percent Minority: White/Hispanic (both families)

City of Granger Sewer Project

Activity 80

Accomplishments: Replacement of existing lift station located on Roswell Avenue with a prepackaged lift station. Project will include replacement of forcemain and gravity line relocation, and associated project incidentals. Engineering for the project is complete. Completion of easement documentation and engineering is underway. Construction portion of the project is expected to begin in May-June 2021.

FY17 \$294,350

CDBG Funds Utilized to Date: \$44,501.31

Census Tract 213 (Block Groups 2 and 3)

Percent Low-Mod: 49.83%

Percent Minority: 39.51%

Interagency Support Council of Eastern Williamson County

Activity 83

Accomplishments: Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain the number of clients served. Program has assisted 21 new clients and provided 127 sessions. This will be the final time this project is reported in a CAPER.

FY17 \$25,000

CDBG Funds Utilized to Date: \$25,000

Percent Low-Mod: Limited Clientele

Percent Minority: 81% minority

Williamson County Habitat for Humanity

Activity 85

Accomplishments: Project is complete. Habitat home built and low income family of four moved in July 2020. This is the final time this project will be reported in a CAPER.

CDBG Funds Utilized: \$59,938.04

Income qualified household

Williamson County Habitat for Humanity

Activity 74

Accomplishments: Income qualified family has moved into one property at this location (reported in 2018 CAPER). Home complete and very-low income family of four moved in on January 2020. A third home is being built on the property, family has been selected, build expected to begin spring/summer 2021.

CDBG Funds Utilized: \$39,380.56

Income qualified households



**Commissioners Court - Regular Session****33.****Meeting Date:** 06/22/2021

Non-departmental Auction Make Ready

**Submitted By:** Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for nondepartmental.

**Background**

A budget amendment is needed due to the sale of surplus property to cover expenditures associated with the April auction. The expenditures in the auction make ready line increased FY21 due auctions being delayed from FY 20. COVID is the reason for the delay in the FY20 auctions. Due to the delay, revenue exceeds budget since more items were sold in FY 21.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.364000	Sale of Surplus Property	\$19,000.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 06/14/2021

**Reviewed By**

Andrea Schiele

**Date**

06/14/2021 04:15 PM

Started On: 06/14/2021 12:36 PM

**Commissioners Court - Regular Session****34.****Meeting Date:** 06/22/2021

Non-departmental Auction Make Ready

**Submitted By:** Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures in the General Fund.

**Background**

A budget amendment is needed due to the sale of surplus property to cover expenditures associated with the April 2021 auction. The expenditures in the auction make ready line increased in FY 21 due to auctions being delayed from FY 20. COVID is the reason for the delay in the FY20 Auctions. Due to the delay, revenue exceeds budget since more items were sold in FY 21.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0409.004520	Auction Make Ready	\$19,000.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 06/14/2021

**Reviewed By**

Andrea Schiele

**Date**

06/14/2021 04:28 PM

Started On: 06/14/2021 12:51 PM

**Commissioners Court - Regular Session****35.****Meeting Date:** 06/22/2021

Salary Grievance Committee Selection

**Submitted By:** Saira Hernandez, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action approving a salary grievance committee, including alternates.

**Background**

Per Local Government Code 152.014, a salary grievance committee is partially composed of nine public members. These members shall be selected during a meeting of the Commissioners Court. This committee will serve, if needed, during this fiscal year 2021 in regard to elected officials salaries.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 09:06 AM

Form Started By: Saira Hernandez

Started On: 06/15/2021 02:56 PM

Final Approval Date: 06/17/2021

**Commissioners Court - Regular Session****36.****Meeting Date:** 06/22/2021

2022 Benefit Committee Budget Recommendations

**Submitted For:** Rebecca Clemons**Submitted By:** Shelley Loughrey,  
Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the Benefit Committee Budget recommendations for the 2022 Benefit Plan Year, plan changes, employer contributions, employee rates and retiree rates.

**Background**

---

**Fiscal Impact**

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

**Attachments**

Wilco 2022 Benefit Committee Budget Recommendations

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

06/16/2021 02:51 PM

Form Started By: Shelley Loughrey

Started On: 06/16/2021 02:42 PM

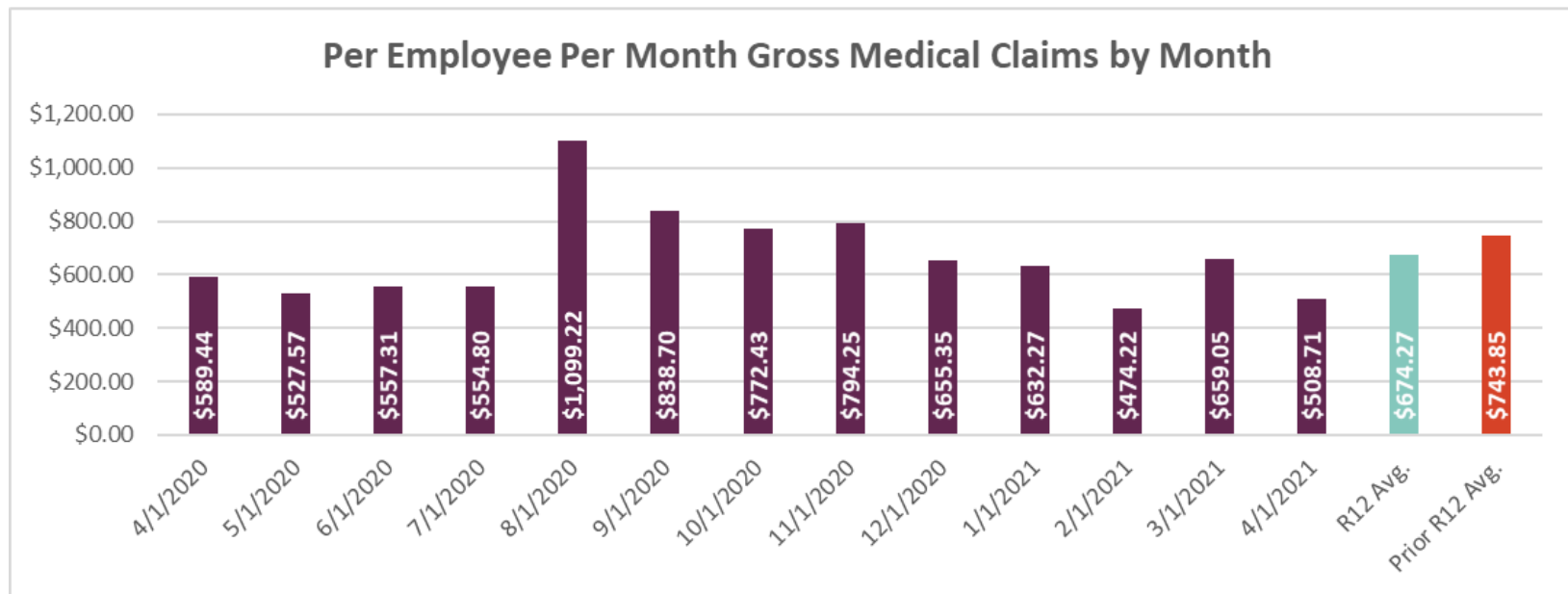
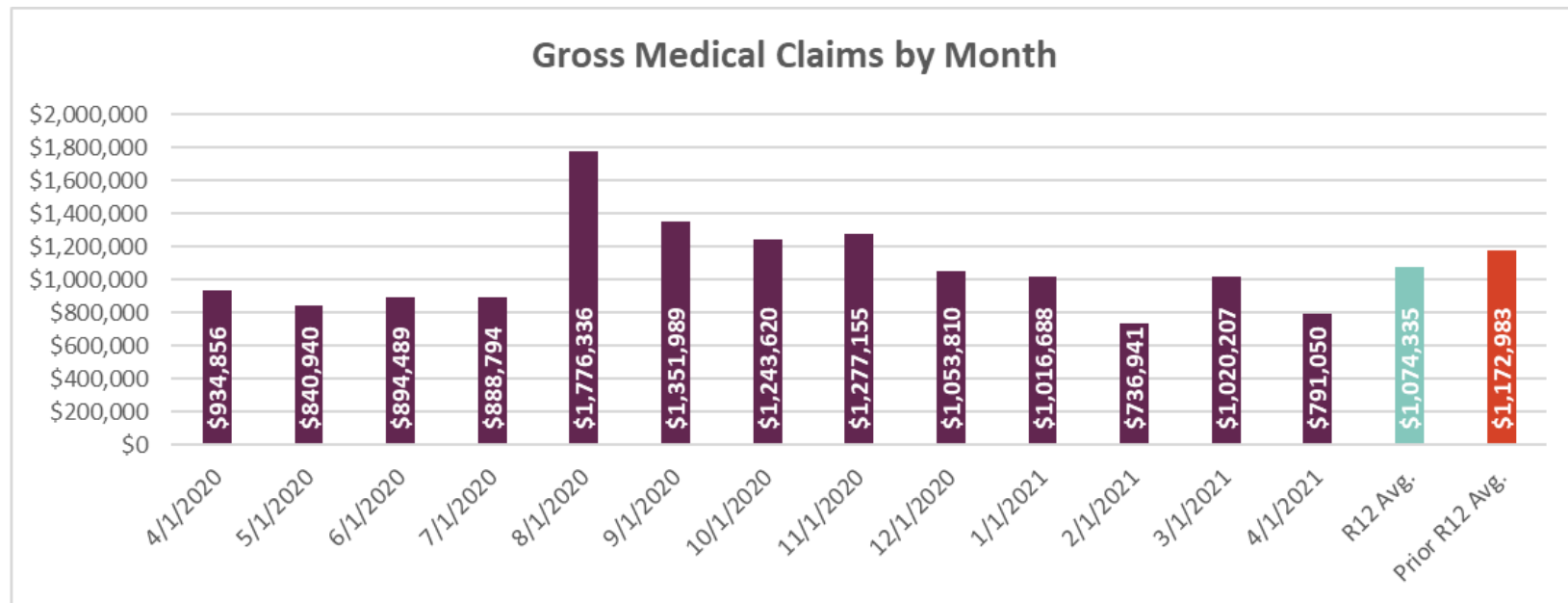
Final Approval Date: 06/16/2021



**WILLIAMSON COUNTY**  
**2022 BENEFITS FUND BUDGET –**  
**BENEFIT COMMITTEE RECOMMENDATIONS**  
**JUNE 22, 2021**



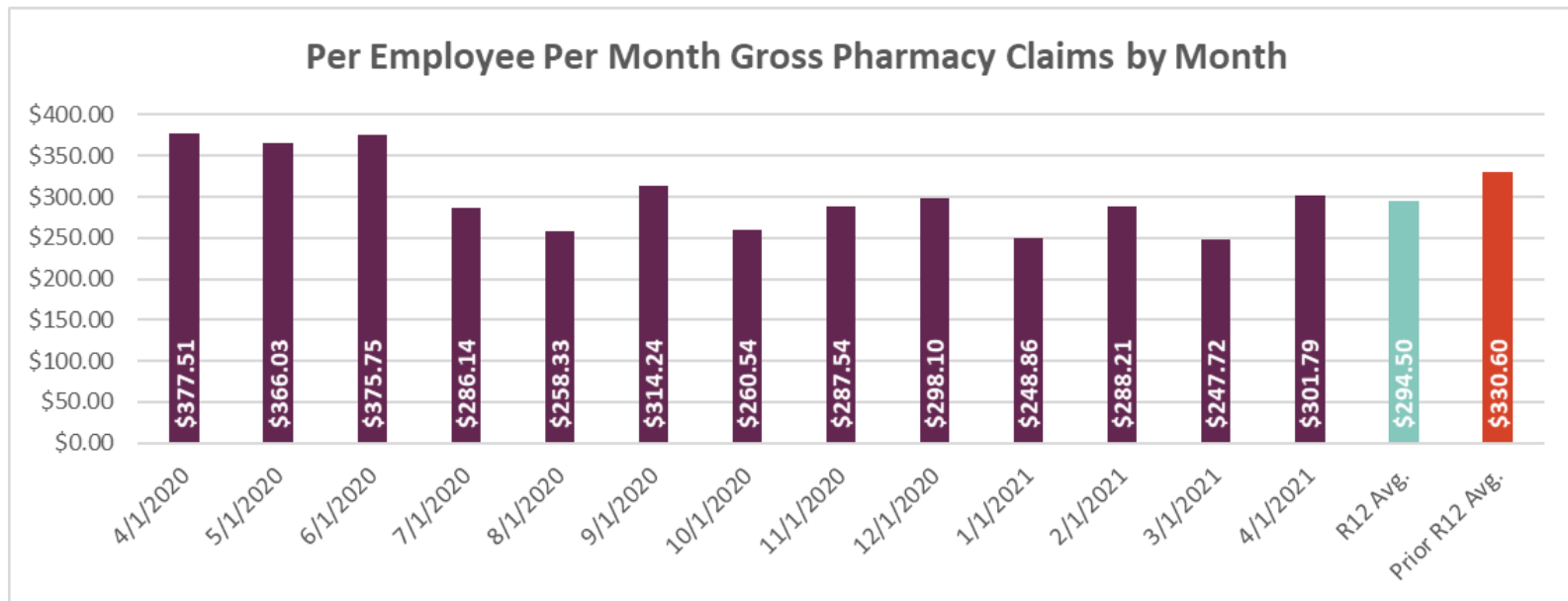
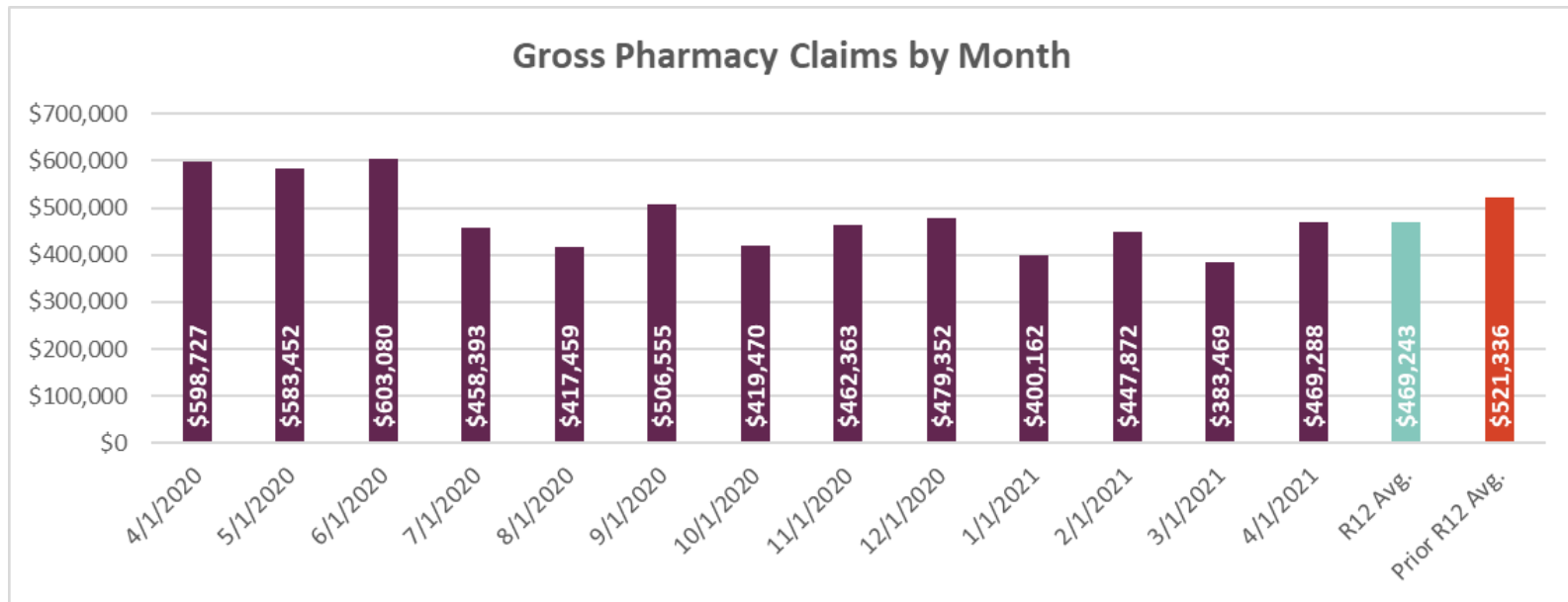
# MEDICAL CLAIMS BY MONTH



**Rolling 12 Average is 9.4% lower the Prior Rolling 12 Average**



# PHARMACY CLAIMS BY MONTH

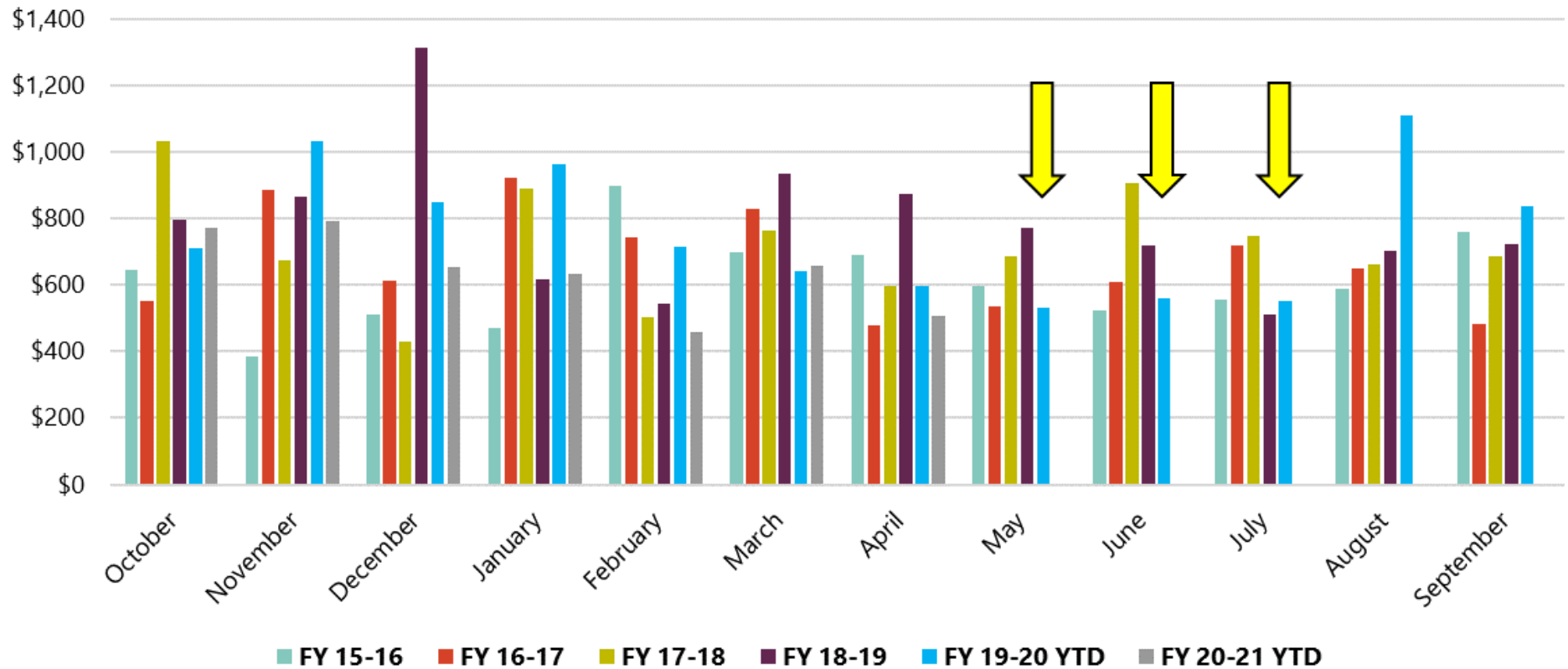


**Rolling 12 Average is 10.9% lower the Prior Rolling 12 Average**



# COVID-19 NORMALIZATION

## Gross Medical Per Employee PEPM



# FIXED COST ASSUMPTIONS

2021 Plan Year		
Medical Admin	PEPM	Annual
Nexus Plan	\$54.25	\$783,153
Choice +	\$51.55	\$205,375
Naviguard Admin	\$2.50	\$46,770
HSA Plan	\$51.55	\$21,032
<b>Total</b>	<b>\$56.46</b>	<b>\$1,056,331</b>

Stop-Loss Admin	PEPM	Annual
SL Family	\$71.06	\$1,329,390
Agg SL	\$4.47	\$83,625
<b>Total</b>	<b>\$75.53</b>	<b>\$1,413,015</b>

Other Costs	PEPM	Annual
Shared Savings (R12)	\$16.76	\$313,534
Legislative	\$0.48	\$9,057
<b>Total</b>	<b>\$17.24</b>	<b>\$322,591</b>

Rebates	PEPM	Annual
Rx Rebates	-\$100.09	-\$1,872,467

2022 Plan Year		
Medical Admin	PEPM	Annual
Nexus Plan	\$55.88	\$789,046
Choice +	\$53.10	\$119,964
Naviguard Admin	\$2.58	\$48,173
HSA Plan	\$53.10	\$129,961
<b>Total</b>	<b>\$58.11</b>	<b>\$1,087,145</b>

**Increase: \$30,814**

Stop-Loss Admin	PEPM	Annual
SL Family	\$76.74	\$1,435,742
Agg SL	\$4.47	\$83,625
<b>Total</b>	<b>\$81.21</b>	<b>\$1,519,366</b>

**Increase: \$106,351**

Other Costs	PEPM	Annual
Subrogation & A&R	\$0.91	\$17,054
Legislative	\$0.50	\$9,363
<b>Total</b>	<b>\$1.41</b>	<b>\$26,417</b>

**Increase: -\$296,174**

Rebates	PEPM	Annual
Rx Rebates	-\$104.60	-\$1,956,764

**Increase: -\$84,297**



# 2022 PLAN CHANGES

- **Plan Changes**

- Increase HSA Deposit for Single/Family to \$1,500
- Convert Nexus ACO to Navigate with larger network, PCP selection and referrals required

- **Implement:**

- Variable Copay and RX Accumulator program: Helps members access Copay discount programs to reduce expense. Actual employee expense paid is only counted towards OOP
- 3 No copay Chiro Visit
- Airrosti Virtual Remote Recovery
- AbleTO Mental Health App & Behavioral Health Benefits through UHC
- Wellness Virgin Pulse

- **Enrollment Migration**

- *Nexus/Navigate: 77% to 75%*
- *Choice + : 21% to 12%*
- *HSA Plan: 2% to 13%*

- **Employee Contributions**

- Small Increase Navigate/Choice+: '\$20 a year' on EE Only Navigate
- No Increase to HSA Plan



# 2022 PROPOSED PLAN DESIGNS

Current Plan Year (2021)		2022 Plan Year	
In-Network Benefits			
Nexus / Choice+ Plan	HSA Plan	Navigate / Choice+ Plan	HSA Plan
80%	80%	80%	80%
\$2,000	\$3,000	\$2,000	\$3,000
\$5,500	\$5,500	\$5,500	\$5,500
\$30	Deductible / Coinsurance	\$30	Deductible / Coinsurance
\$55	Deductible / Coinsurance	\$55	Deductible / Coinsurance
80%	Deductible / Coinsurance	80%	Deductible / Coinsurance
\$400	Deductible / Coinsurance	\$400	Deductible / Coinsurance
\$45	Deductible / Coinsurance	\$45	Deductible / Coinsurance
<u>Retail</u>	<u>Retail</u>	<u>Retail</u>	<u>Retail</u>
\$50	Integrated w/ Medical	\$50	Integrated w/ Medical
35% (\$10 Min/\$100 Max)	Deductible / Coinsurance	35% (\$10 Min/\$100 Max)	Deductible / Coinsurance
35% (\$40 Min/\$100 Max)	Deductible / Coinsurance	35% (\$40 Min/\$100 Max)	Deductible / Coinsurance
35% (\$75 Min/\$100 Max)	Deductible / Coinsurance	35% (\$75 Min/\$100 Max)	Deductible / Coinsurance
\$125	Deductible / Coinsurance	\$125	Deductible / Coinsurance
N/A	\$500/\$500	N/A	\$1,500/\$1,500
77% / 21%	2%	75% / 12%	13.0%

2022: Navigate Network will replace Nexus Network.  
PCP Selection and Referrals required





# 2022 BUDGET PROJECTION

## INCLUDING PLAN DESIGN & CONTRIBUTION CHANGES

	2021		2022
	Budget	HMA Reforecast	HMA Projection
Total Operating Expenses	\$24,651,341	\$22,181,116	\$25,266,961
Total Revenue Accounts	\$24,661,999	\$24,558,758	\$24,435,901
<b>(Surplus)/Deficit</b>	<b>(\$10,658)</b>	<b>(\$2,377,642)</b>	<b>\$831,060</b>

	2021	2022
	Budget	HMA Projection
FTE Positions	<b>1,946</b>	<b>1,958</b>
FTE Funding	<b>\$844</b>	<b>\$844</b>

***FTE Funding Increase: 0.0%***



# 2022 EMPLOYEE CONTRIBUTIONS

## SMALL INCREASE TO NEXUS/CHOICE

(NEXUS PLAN BECOMES NAVIGATE)

	2021 Monthly Contributions			
	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Nexus Plan	\$54.08	\$216.32	\$113.36	\$226.72
Choice +	\$211.12	\$350.48	\$269.36	\$404.56
HSA Plan	\$44.00	\$176.00	\$92.23	\$204.58
	Monthly \$ Increase			
	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Navigate Plan	\$1.67	\$6.49	\$3.40	\$6.80
Choice +	\$6.33	\$10.51	\$8.08	\$12.14
HSA Plan	\$0.00	\$0.00	\$0.00	\$0.00

Total Annual Increase			
<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
\$20.00	\$77.88	\$40.81	\$81.62
\$76.00	\$126.17	\$96.97	\$145.64
\$0.00	\$0.00	\$0.00	\$0.00

	\$ Per Paycheck Increase			
	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Navigate Plan	\$0.83	\$3.24	\$1.70	\$3.40
Choice +	\$3.17	\$5.26	\$4.04	\$6.07
HSA Plan	\$0.00	\$0.00	\$0.00	\$0.00

The were no increases to employee Medical contributions from 2020 to 2021.



# 2022 EMPLOYER/EMPLOYEE MEDICAL PLAN COST

2022 Employee/Employer Costs				
With All Incentives				
	Employee Per Pay Period	Monthly Employee	Monthly Employer	Total Cost
<b>Naviagte Plan</b>				
Employee Only	\$27.87	\$55.75	\$613.56	\$669.31
Employee/Spouse	\$111.40	\$222.81	\$1,283.14	\$1,505.95
Employee/Child	\$58.38	\$116.76	\$1,221.86	\$1,338.62
Employee/Family	\$116.76	\$233.52	\$1,941.74	\$2,175.26
With All Incentives				
	Employee Per Pay Period	Monthly Employee	Monthly Employer	Total Cost
<b>Choice Plus Plan</b>				
Employee Only	\$108.73	\$217.45	\$518.79	\$736.24
Employee/Spouse	\$180.50	\$360.99	\$1,295.55	\$1,656.55
Employee/Child	\$138.72	\$277.44	\$1,195.04	\$1,472.49
Employee/Family	\$208.35	\$416.70	\$1,976.09	\$2,392.79
With All Incentives				
	Employee Per Pay Period	Monthly Employee	Monthly Employer	Total Cost
<b>HSA Plan</b>				
Employee Only	\$22.00	\$44.00	\$598.56	\$642.56
Employee/Spouse	\$88.00	\$176.00	\$1,269.75	\$1,445.75
Employee/Child	\$46.12	\$92.23	\$1,192.88	\$1,285.11
Employee/Family	\$102.29	\$204.58	\$1,883.73	\$2,088.31

**Total Cost = Medical & RX claims + Administration  
+ Stop Loss Insurance costs**



# 2022 RETIREE CONTRIBUTIONS

## RETIRE PRIOR TO 2/1/2013

PY 2021 Monthly Contributions				
	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Nexus Plan	\$54.08	\$216.32	\$113.36	\$226.72
Choice +	\$211.12	\$350.48	\$269.36	\$404.56
PY 2022 Monthly Contributions				
	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Navigate Plan	\$55.75	\$222.81	\$116.76	\$276.60
Choice +	\$217.45	\$360.99	\$277.44	\$475.36
Monthly \$ Increase				
	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Navigate Plan	\$1.67	\$6.49	\$3.40	\$49.88
Choice +	\$6.33	\$10.51	\$8.08	\$70.80

PY 2021 Enrollment				
	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Nexus Plan	9	3	2	0
Choice +	3	3	0	1



# 2022 RETIREE CONTRIBUTIONS

## 8-15 YRS OF SERVICE, RETIRE AFTER 2/1/2013

PY 2021 Monthly Contributions				
	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Nexus Plan	\$410.80	\$790.40	\$643.76	\$974.48
Choice +	\$580.32	\$1,024.40	\$833.04	\$1,217.84
PY 2022 Monthly Contributions				
	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Navigate Plan	\$423.46	\$814.11	\$663.07	\$1,188.87
Choice +	\$597.73	\$1,055.13	\$858.03	\$1,430.97
Monthly \$ Increase				
	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Navigate Plan	\$12.66	\$23.71	\$19.31	\$214.39
Choice +	\$17.41	\$30.73	\$24.99	\$213.13

PY 2021 Enrollment				
	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Nexus Plan	4	0	1	0
Choice +	1	0	1	0



# 2022 RETIREE CONTRIBUTIONS

## 16+ YR'S OF SERVICE, RETIRE AFTER 2/1/2013

PY 2021 Monthly Contributions				
	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Nexus Plan	\$225.68	\$455.52	\$353.60	\$535.60
Choice +	\$377.52	\$755.04	\$512.72	\$755.04
PY 2022 Monthly Contributions				
	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Navigate Plan	\$232.64	\$469.19	\$364.21	\$653.44
Choice +	\$388.85	\$777.69	\$528.10	\$887.18
Monthly \$ Increase				
	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Navigate Plan	\$6.96	\$13.67	\$10.61	\$117.84
Choice +	\$11.33	\$22.65	\$15.38	\$132.14

PY 2021 Enrollment				
	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Nexus Plan	30	16	5	14
Choice +	9	2	1	3





Thank You!

**Commissioners Court - Regular Session****37.****Meeting Date:** 06/22/2021

RITE Training

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the services contract between RITE Academy, LLC and Williamson County for Sheriff's Office training in the amount of \$33,100, and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemptions 262.024 (a)(4) a personal or professional service, and authorizing execution of the contract.

**Background**

Approval of this item will support the operations of the Williamson County Sheriff's Office. RITE, Racial Intelligence Training & Engagement, will provide a 2-day course for 30 members of the Sheriff's Office. Trainings such as this are highly specialized and can be considered a "personal service", to include only those services which are performed personally by the individual who contracted to perform them. Invoice is attached outlining the costs for the training. Services contract was drafted by legal for this purchase which does include the Williamson County Vendor Reimbursement Policy. This expenditure will be charged to 01.0100.0560.004232. Department contact is James Carmona.

---

**Fiscal Impact**

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

**Attachments**

Services Contract

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 06/16/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

06/16/2021 10:53 AM

06/16/2021 01:35 PM

Started On: 06/09/2021 10:47 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

---

---

**SERVICES CONTRACT  
FOR WORKFORCE TRAINING  
RITE ACADEMY LLC  
(Williamson County Sheriff's Office)**

---

---

**THIS SERVICES CONTRACT** (hereinafter "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 **RITE Academy, LLC** (hereinafter "Service Provider"), with offices located at 3173 Killington Loop, The Villages, FL 32163. 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.**

**Goods and Services:** Service Provider shall provide goods and 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 Invoice/Quotation, which is incorporated herein as if copied in full.**

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

**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 on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is \$33,100.00, unless amended by a change order or addendum 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.

### IV.

**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 Invoice/Quotation, which is incorporated herein as if copied in full;**
- B. Williamson County Vendor Reimbursement Policy; and**
- C. This Agreement.**

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

### V.

**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.

## VI.

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

## 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.

## XI.

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

## XII.

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

## XIII.

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

## XIV.

**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.

**XVII.**

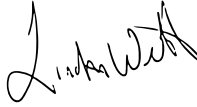
**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

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

**WILLIAMSON COUNTY:**

**SERVICE PROVIDER:**

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2021

Date: \_\_\_\_\_, 2021

**Exhibit**  
**Invoice/Quotation**  
**(incorporated herein as if copied in full)**

# INVOICE

**RITE Academy LLC**  
3173 Killington Loop  
The Villages, FL 32163  
O: 561-444-8704



**DATE:** May 10, 2021

**INVOICE:** [REDACTED]

**BILL TO:** Williamson County, Texas  
508 S. Rock St.  
Georgetown, Tx 78626

**Comments or Special Instructions:**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<b><i>RITE Training Classes - Date: July 19, 20, 21, 2021</i></b>		\$ -
1	RITE Professional Workplace for Leaders - 30 in class	8,900	8,900
30	RITE Tool Kits - Includes RITE Tools, RITE book, and materials	45	1,350
1	2-Day RITE Train the Trainer Class - Max of 30	14,000	14,000
30	Training materials, books, kits, power points, etc.	150	4,500
1	Set of RITE Vinyl Banners - New Day, Ladder, Stop Light (1 Free)	450	450
2	Travel Expenses for (2) trainers - plus travel day	1,875	3,750
SUBTOTAL			\$ 32,950
S&H			150.00
<b>TOTAL</b>			<b>\$ 33,100</b>

**Terms and Conditions:**

50% due 30 days from contract signing

Balance due on or before training date

**THANK YOU FOR YOUR BUSINESS!**

**Commissioners Court - Regular Session****38.****Meeting Date:** 06/22/2021

Liability Release &amp; Work Agreement for unpaid internships for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving Liability Release and Work Agreement Form related to short-term unpaid internships in the Williamson County Sheriff's Office to support operations and enhance recruitment.

**Background**

These unpaid internships have occurred in the past at the discretion of past sheriff(s). The implementation of this form is to mitigate risks by obtaining a liability release from participants. It is also contemplated that the record-keeping on these forms will be an administrative function of the Sheriff's Office. Additionally, workers compensation coverage has been confirmed for interns while acting within the scope of their internship through the Risk and Safety Coordinator.

---

**Fiscal Impact**

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

**Attachments**

Intern Liability Release Work Agreement

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 09:08 AM

Started On: 06/16/2021 01:59 PM

---

---

**GENERAL LIABILITY RELEASE  
AND WORK AGREEMENT  
FOR SHERIFF'S OFFICE  
UNPAID INTERN PROGRAM**

---

---

STATEMENT OF ASSUMPTION OF RISK

MY SIGNATURE ON THIS FORM INDICATES THAT I HAVE READ AND UNDERSTAND THE INFORMATION BELOW.

I, being the undersigned participant, in consideration of being accepted as a participant (herein also referred to as "Intern") in the Williamson County Sheriff's Office Unpaid Intern Program (the "Program"), sponsored by Williamson County and the Williamson County Sheriff's Department (collectively the "County"), agree as follows:

I am participating in the Williamson County Sheriff's Office Unpaid Intern Program. As a participant, I will abide by and use reasonable care, and I understand that any such activities may have an element of hazard or inherent danger, and I take full responsibility for my actions and physical condition. I hereby for myself, my heirs, executors and administrators agree to indemnify and hold Williamson County, Texas and any employees, representatives, successors and assigns harmless from any liability, loss, cost or expense (including attorney's fees, medical and ambulance costs), all personal injuries (including death), known or unknown or damage to personal property caused by or arising out of activities in the Program that may occur while participating. In case of emergency, I give my permission for emergency medical treatment. This medical directive shall be considered valid until canceled or changed in writing by the

undersigned participant.

I also agree to:

1. Faithfully fulfill my obligation as a participant in the Program.
2. Seek and accept the guidance and support needed to complete all assigned tasks/duties.
3. Present a positive public image that reflects well of the County.
4. Abide by the operations and safety rules, policies, standards, guidelines and practices of the County.

I understand that the Sheriff's Office may cancel my participation in the Program at any time when my participation is no longer beneficial to the Program.

**Restrictions:** I hereby acknowledge, understand and agree that:

1. A participant must be over the age of eighteen (18), and may be subject to a criminal background check;
2. A participant will not perform any unauthorized law enforcement actions, including those actions that may only be performed by a licensed peace officer.
3. A participant will not be compensated in wages or benefits of any kind for tasks/duties performed.
4. A participant will not perform personal errands or work, and all volunteer work must be related to training received.
5. **No Agency Relationship:** It is understood and agreed that Intern shall not in any sense be considered a partner or joint venturer with the County, nor shall Intern hold himself out as an agent or official representative of the County. Intern 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.
6. A participant's personal property is not covered by the County if lost, broken or stolen, even if used while performing assigned tasks under the Program. Therefore, participants, when possible, should use office equipment or insure their own equipment.
7. The length of internship is at the discretion of the Sheriff's Office, and will generally be a minimum of three (3) weeks but may be extended with management approval.
8. **Confidentiality:** Participant 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.



**Responsibilities:** I hereby acknowledge, understand and agree that:

1. Participants must provide a minimum of twenty-four (24) hours of volunteer service during a minimum of three (3) days per week in exchange for the access and training, including various divisions of operations at no cost to participant(s).
2. Participants may be required to work Holidays, weekends and/or evenings with varying work schedules to meet business needs of the Sheriff's Office.
3. Each participant must thoroughly read and understand any information provided pertaining to Sheriff's Office policies.
4. Each participant must act in good faith and comply with any and all local, state or federal laws, rules or regulations.

**Expected Results:**

To meet County standards as instructed and achieve exemplary training by riding out and observing and learning.

**Anticipated Schedule(s):**

Educational and training during the Interning period, including the following schedule and divisions (subject to change at the sole discretion of the Williamson County Sheriff's Office):

Patrol	Dates:
CID	Dates:
Corrections	Dates:
Comms or EOC	Dates:

---

*Participant Signature* *Date*  
(Must be age of 18 or older)

---

*County Representative Signature* *Date*

**Commissioners Court - Regular Session****39.****Meeting Date:** 06/22/2021

Sheriff's Office Fuel Blanket

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a blanket purchase order for fuel to Fuelman in the amount of \$156,000 pursuant to Omnia Partners contract #R161501.

**Background**

Approval of this item will support the operations of the Williamson County Sheriff's Office. The blanket purchase order will encumber funds for the third quarter of the fiscal year. There is no attachment for this item as it is for the approval of a blanket purchase order.

Original purchase order was approved by commissioners court to encumber funds for FY21. Purchase order had to be closed for outgoing elected official. This blanket purchase order will cover 3rd quarter. This expenditure will be charged to 01.0100.0560.003301. Department contact is Kurt Showalter.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Laura Zavala

Final Approval Date: 06/15/2021

**Reviewed By**

Andrea Schiele

**Date**

06/15/2021 04:58 PM

Started On: 06/15/2021 09:03 AM

**Commissioners Court - Regular Session****40.****Meeting Date:** 06/22/2021

Corrections Medical

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on pay for medical staff in corrections.

**Background**

---

**Fiscal Impact**

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

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 11:48 AM

Started On: 06/17/2021 11:27 AM

**Commissioners Court - Regular Session****42.****Meeting Date:** 06/22/2021

City of Austin

**Submitted For:** Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on requesting the Williamson County Attorney to file a lawsuit to enjoin and restrain the City of Austin pursuant to Chapter 203 of the Texas Property Code in relation to the City of Austin's purchase of the property located at 10811 Pecan Park Boulevard, Building 2, Austin, Texas for purposes of operating and using such property in Williamson County for temporary or permanent housing of individuals in Williamson County, as well as seek any other relief available at law or in equity.

**Background**

---

**Fiscal Impact**

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

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 06:54 PM

Started On: 06/17/2021 06:51 PM

**Commissioners Court - Regular Session****43.****Meeting Date:** 06/22/2021

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
---------	----------	-------------	--------

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/20/2021

**Reviewed By**

Andrea Schiele

**Date**

05/20/2021 09:16 AM

Started On: 05/19/2021 12:20 PM

**Commissioners Court - Regular Session****44.****Meeting Date:** 06/22/2021

June 2021 Construction Summary Report

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Receive the June 2021 Construction Summary Report and PowerPoint Presentation.

**Background**

---

**Fiscal Impact**

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

**Attachments**

June 2021 CSR

June 2021 Monthly Update

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 09:04 AM

Started On: 06/09/2021 08:54 PM





# ROAD BOND PROGRAM

## Construction Summary Report

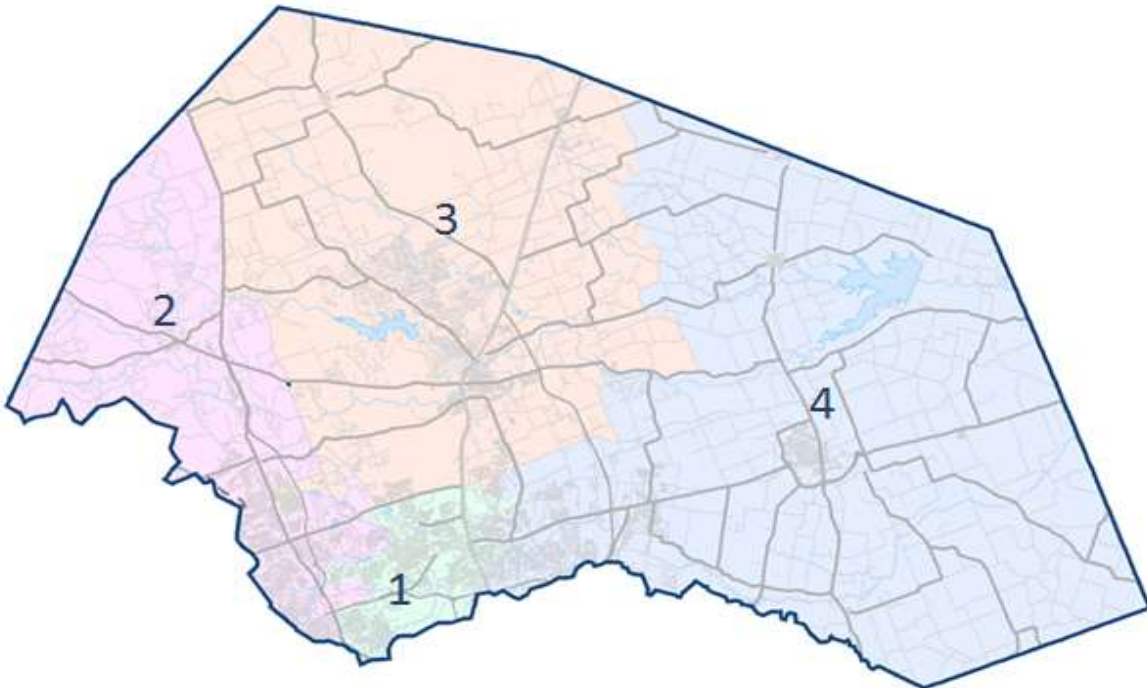
County Judge  
Bill Gravell, Jr.

Commissioners  
Terry Cook  
Cynthia Long  
Valerie Covey  
Russ Boles

# June 2021

[WWW.ROADBOND.ORG](http://WWW.ROADBOND.ORG)

Volume XX - Issue No.06



Presented By:



# Table of Contents



Completed Projects.....	1
<b>PRECINCT No. 1 – Commissioner Terry Cook .....</b>	<b>5</b>
North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive).....	8
Forest North Drainage Improvements Phase 3 .....	9
O'Connor Traffic Signals (Morgan Hill, Liberty Walk, Great Oaks) .....	11
Corridor H - Sam Bass Interim Traffic Signals .....	13
Hairy Man Road / Brushy Creek Road Safety Improvements .....	15
<b>PRECINCT No. 2 – Commissioner Cynthia Long .....</b>	<b>17</b>
Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road).....	20
Seward Junction (SH 29 to CR 266 & CR 266 south of CR 259 to SH 29) .....	21
<b>PRECINCT No. 3 – Commissioner Valerie Covey .....</b>	<b>23</b>
CR 176 at RM 2243 (RM 2243 at Parkside Parkway) .....	26
Ronald Reagan at Silver Spur / Ronald Reagan at Sun City (Intersection Improvements) .....	27
<b>PRECINCT No. 4 – Commissioner Russ Boles.....</b>	<b>29</b>
CR 110 Middle (Limmer Loop to CR 107) .....	32
CR 101 (US 79 to north of Chandler Road) .....	33
Southeast Bypass Demolition Phase 2 (Residential Demolition).....	35

# **WILLIAMSON COUNTY**

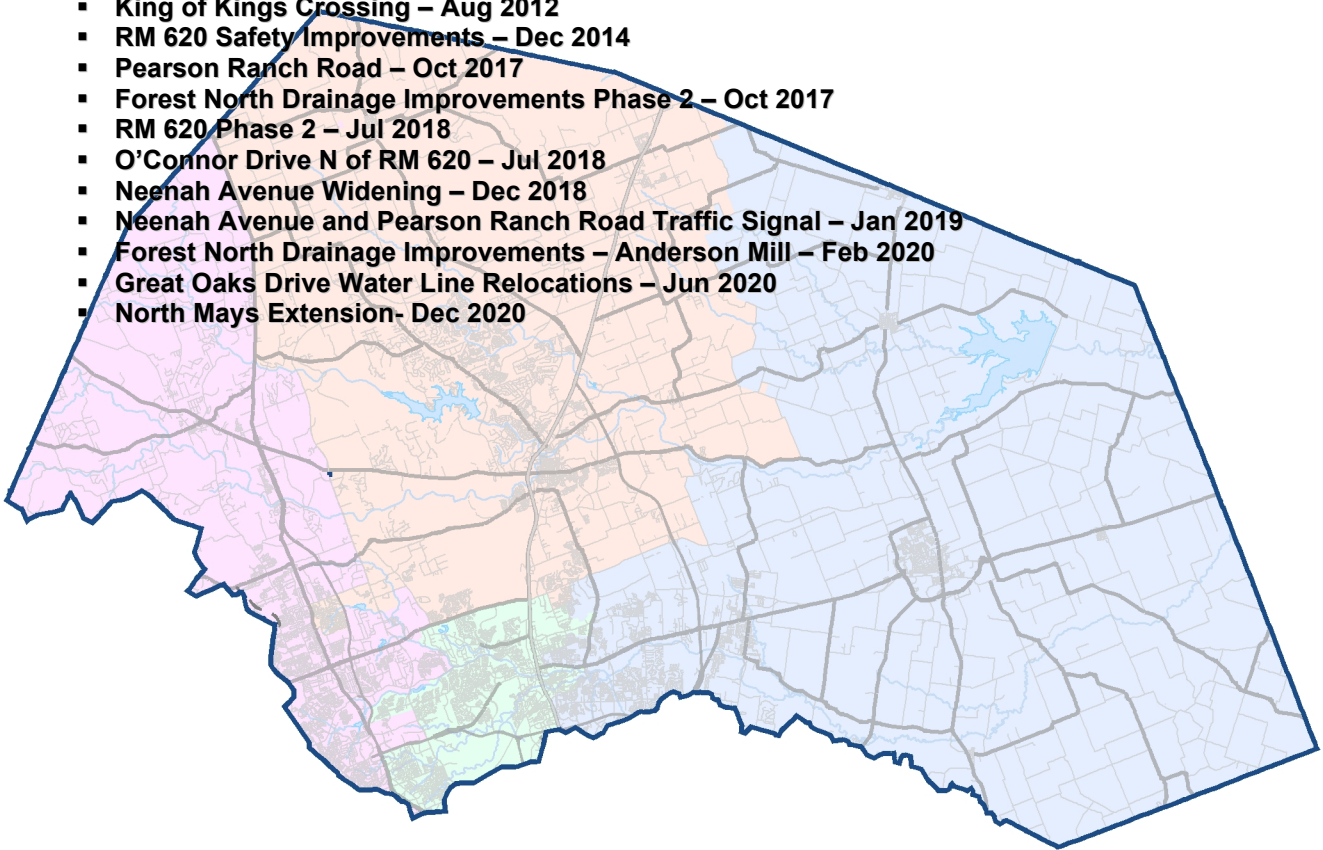
## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 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



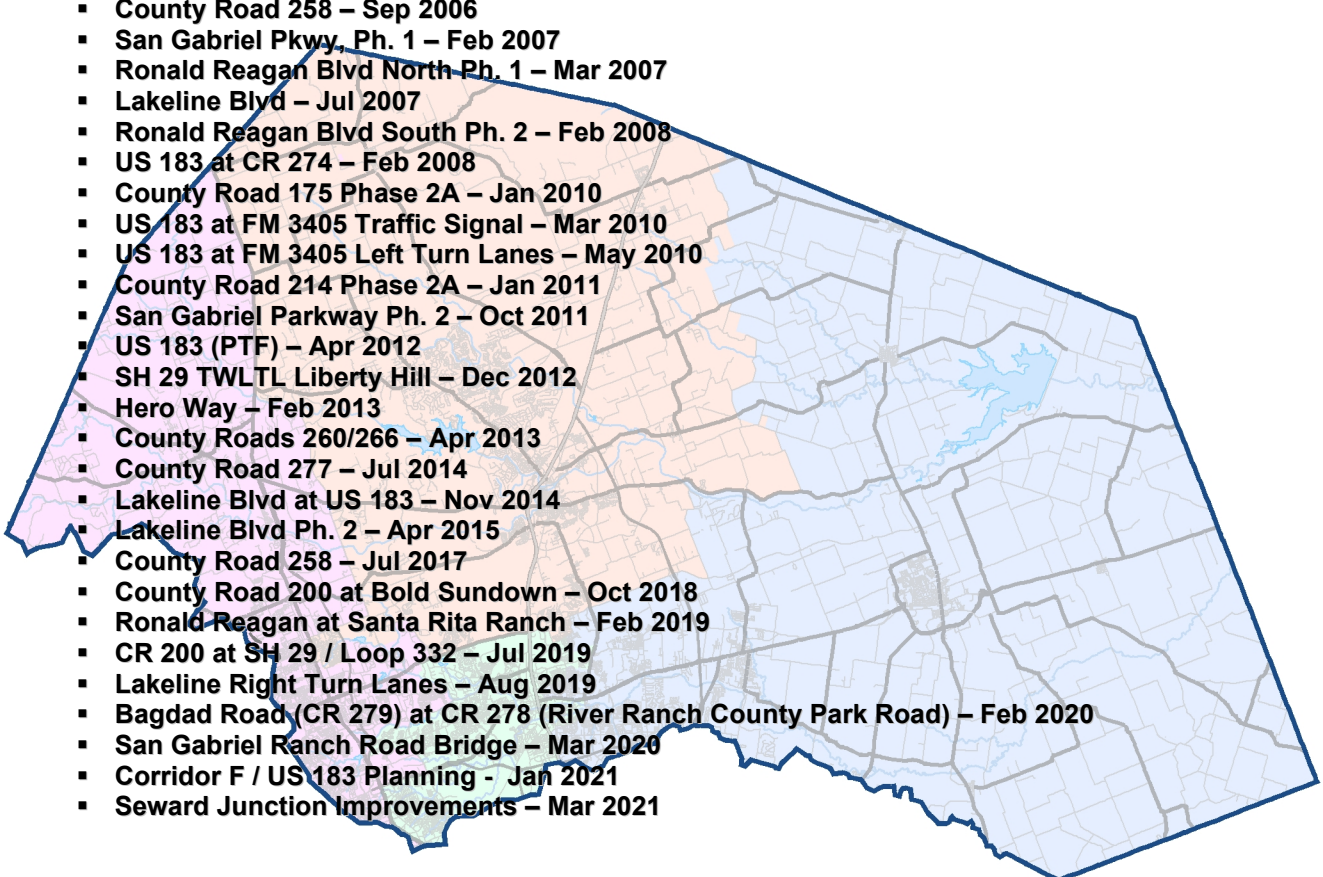
# **WILLIAMSON COUNTY**

## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2021

#### **Precinct 2**

- 
- A map of Williamson County, Texas, with Precinct 2 highlighted in orange. The map shows major roads and water bodies. The list of projects is overlaid on the map, with some text appearing over the orange precinct area and some over the blue 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



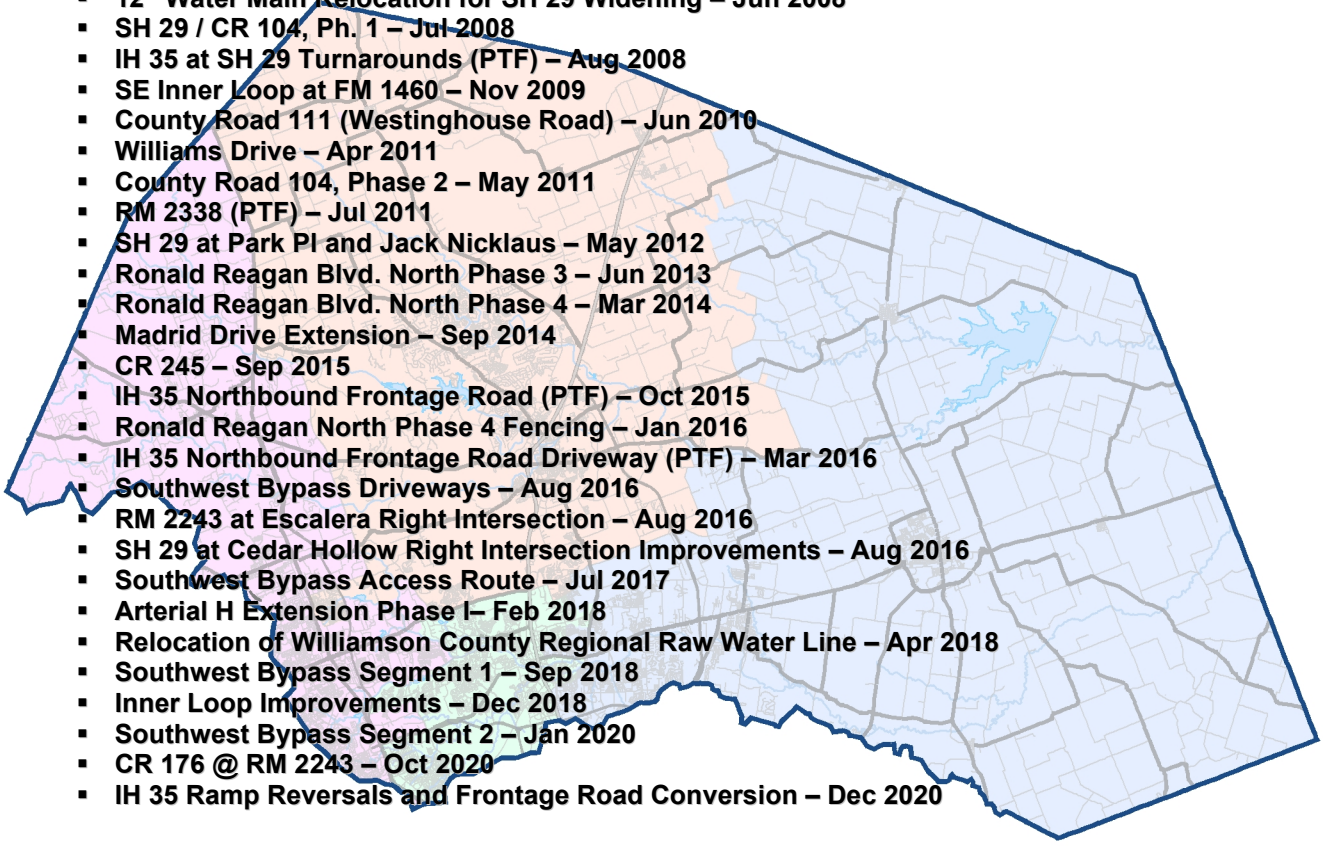
# **WILLIAMSON COUNTY**

## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2021

#### **Precinct 3**

- 
- A map of Williamson County, Texas, with Precinct 3 highlighted in light blue. The map shows major roads and geographical features. The list of completed projects is overlaid on the map, with some text appearing over the highlighted precinct area.
- 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**

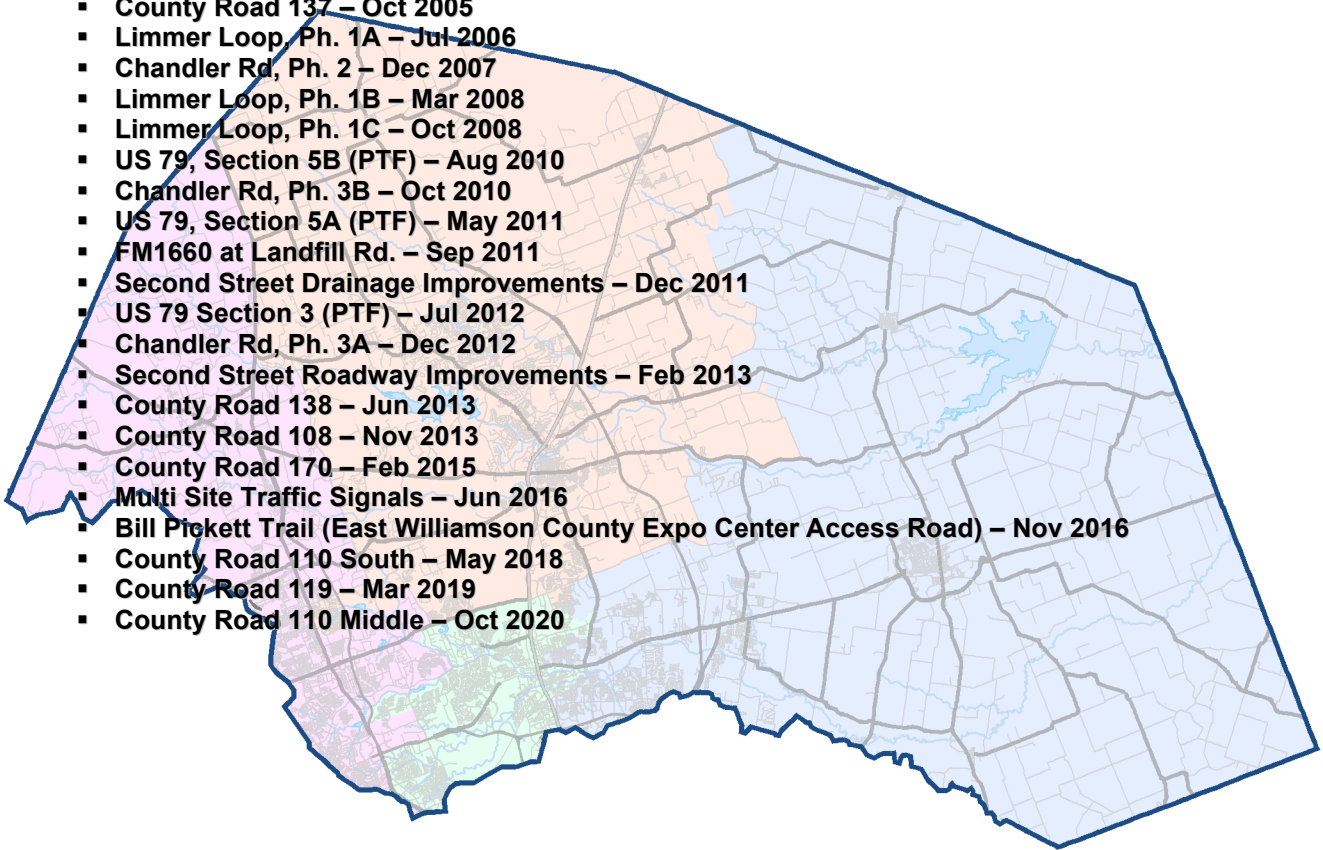
## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2021

#### **Precinct 4**

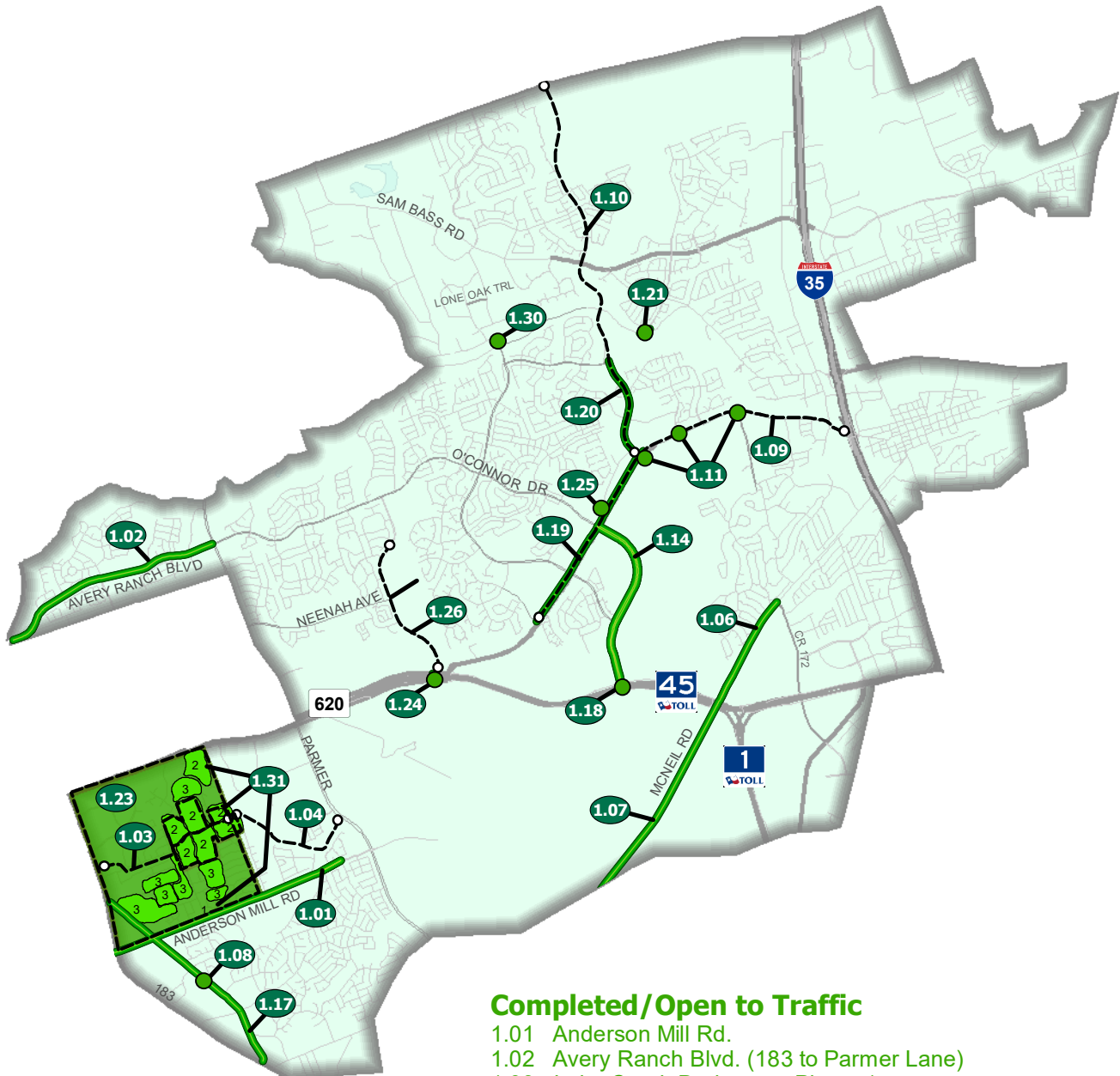
- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – 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

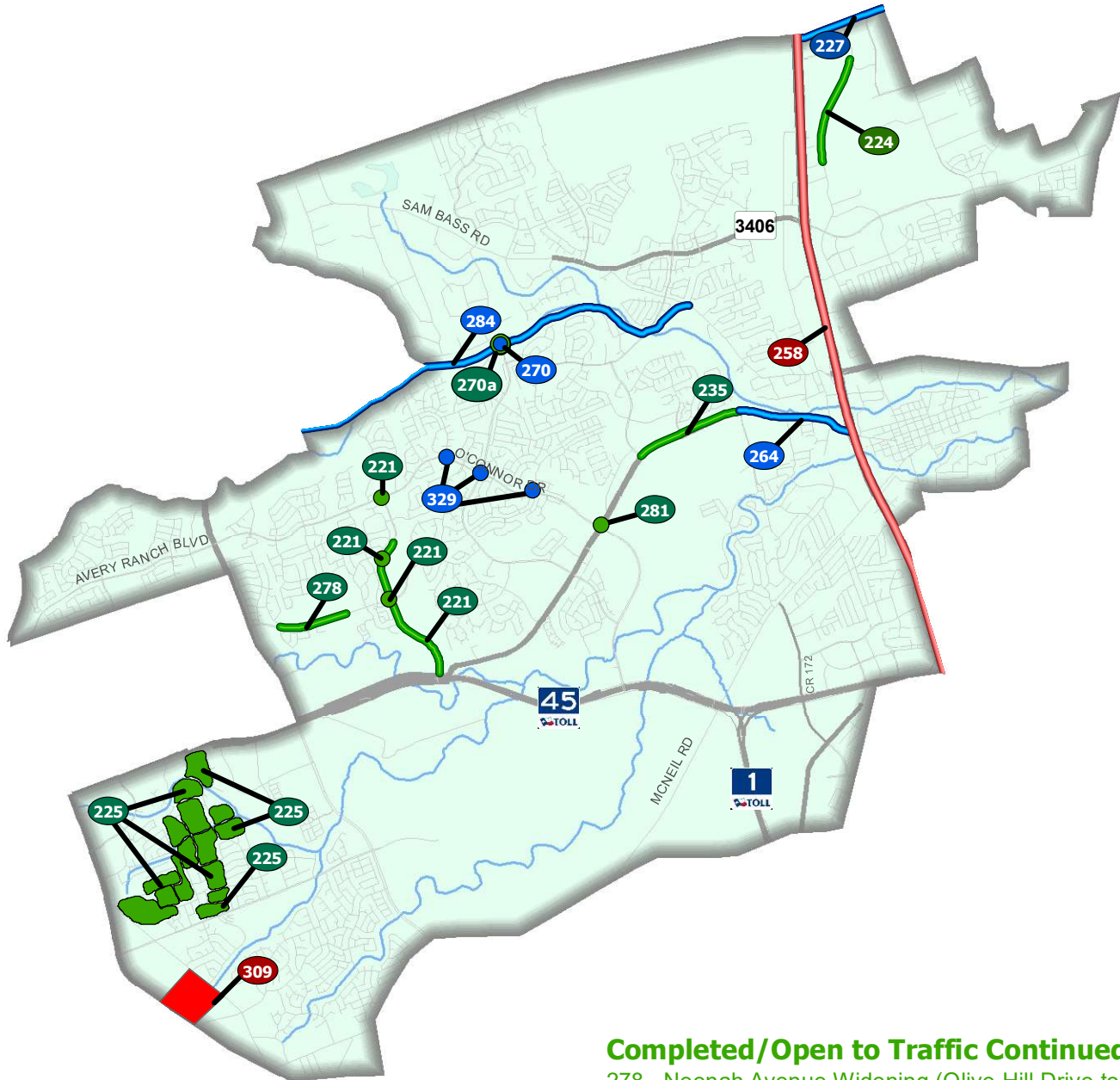


### Completed/Open to Traffic

- 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

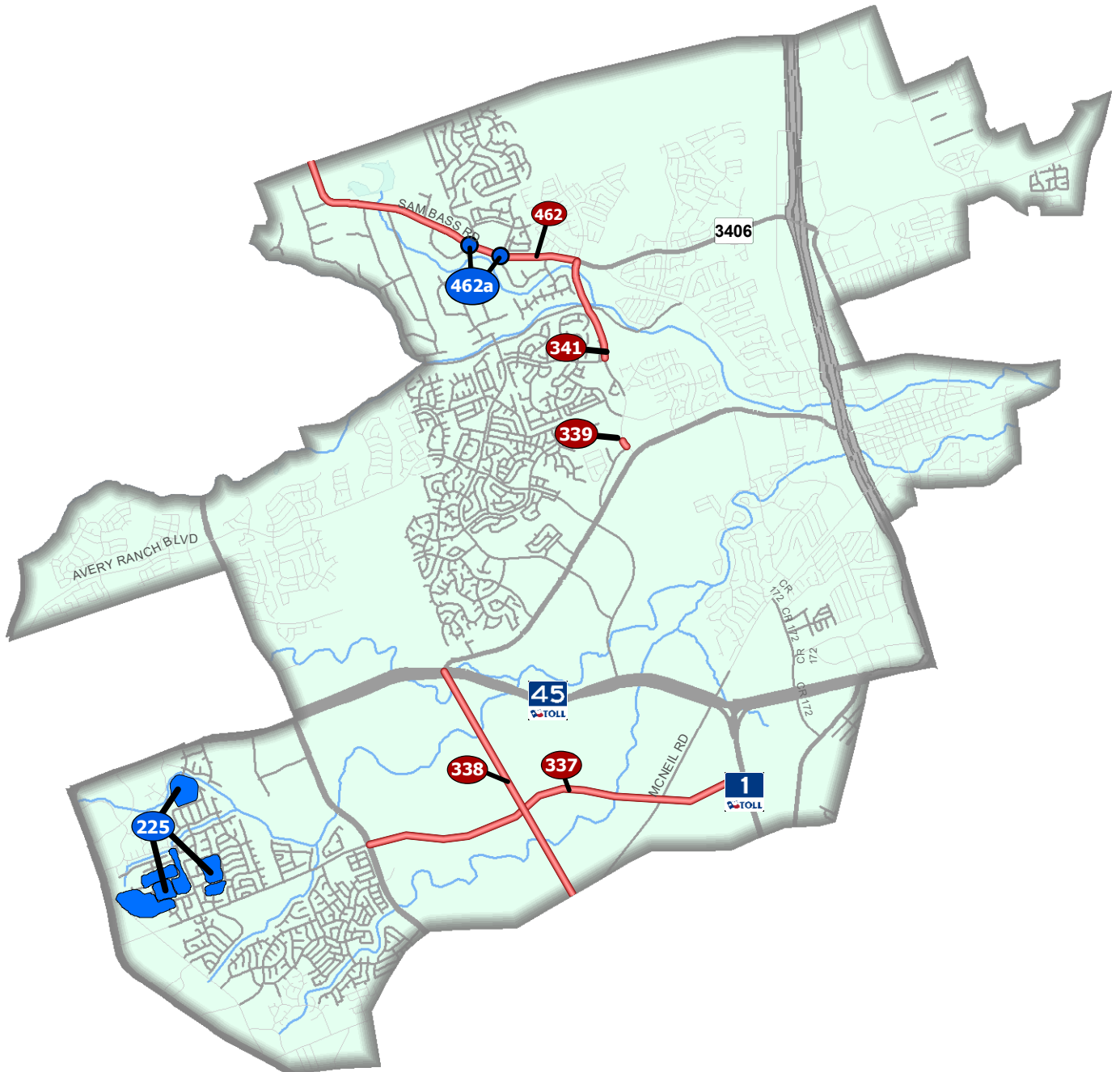
- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
- 270 Great Oaks Drive Bridge at Brushy Creek
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
- 329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

### In Design

- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 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.

4/14/2021 Comments - Punchlist items are ongoing.

1/28/2021 Comments - Substantial Completion was achieved on December 16, 2020.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
05	2/23/2021	\$194,528.81	\$ 308,301.77

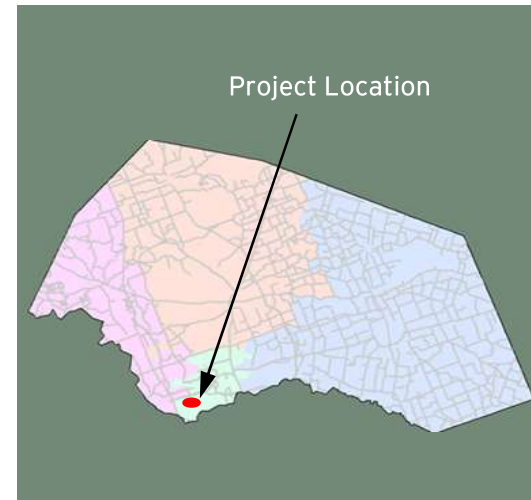
2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable 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.

Change Order Number	Approved	Cost This CO	Total COs
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



### MAY 2021 IN REVIEW

**05/07/2021:** Crews installed three double water services on Shady Oaks Drive in the Newberry Zone. DeNucci resumed working on the storm sewer line on Newberry Drive in the Woodvale Zone and started excavating channel in the Shady Oaks Zone. Subcontractor Fuquay hydro-mulched and placed soil retention blankets on the topsoil areas on Norchester Court, Broadmeade Avenue, Shady Oaks Drive, Berryknoll Drive, Chester Forest Drive and Stillforest Drive in the Norchester Zone.

**05/14/2021:** DeNucci Constructors resumed working on the storm sewer line on Newberry Drive in the Woodvale Zone. Channel excavation continued in the Shady Oaks Zone. Crews completed concrete work, backfilling concrete walls, and laid sod at channel NC2-1 in the Norchester Zone.

**05/21/2021:** DeNucci Constructors continued working on the storm sewer line on Newberry Drive in the Woodvale Zone. Crews continued excavating channel in the Shady Oaks Zone.

**05/28/2021:** DeNucci Constructors continued working on the storm sewer line on Newberry Drive in the Woodvale Zone. Channel exaction continued in the Shady Oaks Zone. The contractor also lowered a drain inlet and graded ditches to drain on Moorberry Drive in the Braeburn 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
12	5/1/2021	5/31/2021	31	\$51,380.93	\$2,790,042.43	\$5,708.99	\$310,004.71	64	59

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

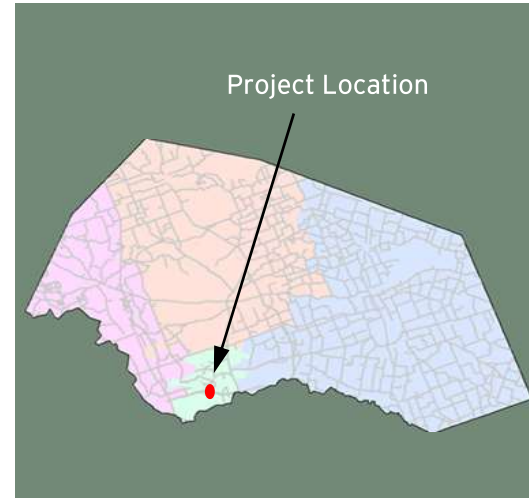
1A: Design Error or Omission. Incorrect PS&E. This Change Order adds two new items for wood fence gates that were not included in the original plans. Wood fence is shown to be removed and replaced but no items were established to replace wood fence gates encountered within the fence removal areas. 2E: 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



## MAY 2021 IN REVIEW

**05/07/2021:** Champion Infrastructure continued installing conductors and cables at Morgan Hill and Great Oaks intersections. Controller bases were installed for Morgan Hill and Great Oaks intersections.

**05/14/2021:** Champion Infrastructure completed installing conductors and cables at all three intersections and began preparing signal pole assemblies for installation next week.

**05/21/2021:** Champion Infrastructure completed installation of signal poles at all intersections and began installation of mast arms.

**05/28/2021:** Champion Infrastructure completed installation of signal poles at all intersections and continued installation of mast arms.



Design Engineer: Kimley-Horn  
Contractor: Champion Infrastructure  
Construction Observation:  
Tracy Cooper, 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	\$8,697.58	\$38,751.71	39	70
6	11/1/2020	11/30/2020	30	\$24,011.05	\$372,776.47	\$2,667.90	\$41,419.61	42	84
7	12/1/2020	12/31/2020	31	\$68,702.27	\$441,478.74	\$7,633.58	\$49,053.19	50	99
8	1/1/2021	1/31/2021	31	\$23,573.00	\$465,051.74	\$2,619.23	\$51,672.42	52	113
9	2/1/2021	2/28/2021	28	\$45,381.37	\$510,433.11	\$5,042.37	\$56,714.79	58	127
10	3/1/2021	3/31/2021	31	\$40,240.96	\$550,674.07	\$4,471.22	\$61,186.01	62	141
11	4/1/2021	4/30/2021	30	\$80,966.81	\$631,640.88	-\$27,941.75	\$33,244.26	68	156

5/13/2021 Comments - Completion Schedule received and revised completion date is 6/24/21.  
4/14/2020 Comments - Awaiting completion schedule from Contractor.  
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

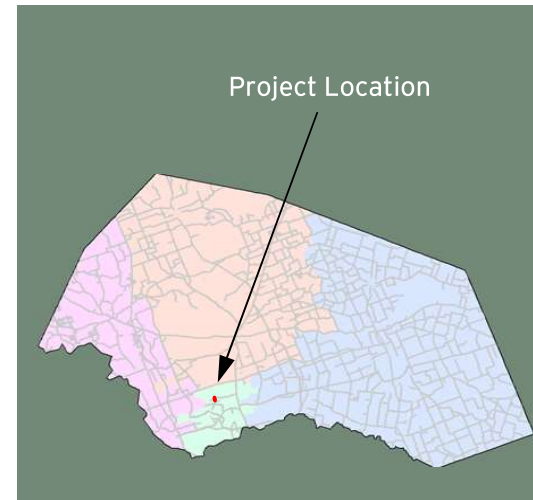
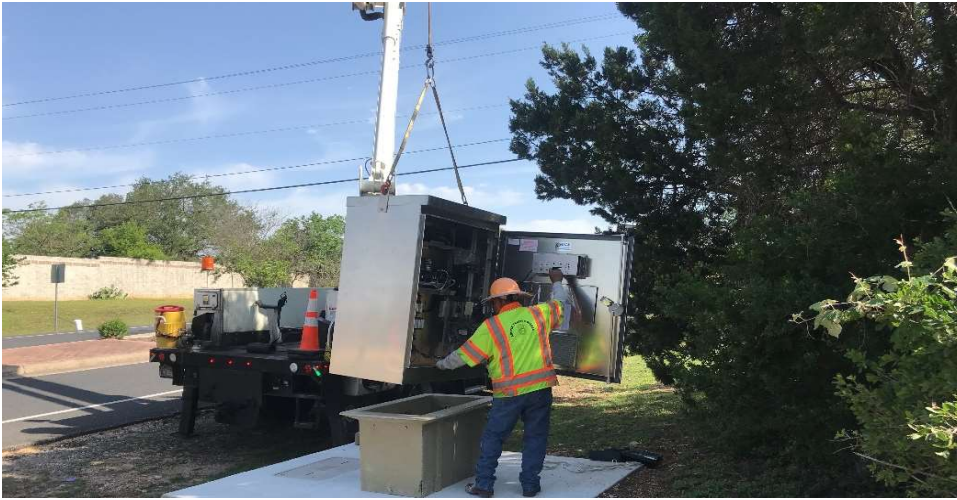
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order changes the method of construction from directional boring to open trenching for the installation of conduits under the existing roadway for the signals at the intersection of 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



## MAY 2021 IN REVIEW

**05/07/2021:** Walsh Ranch Blvd intersection: No work this week at this intersection. Great Oaks Drive intersection: Austin Traffic Signal installed signal controller and began connecting wires/cables to the controller. Span wires were adjusted to avoid touching the overhead communication line and to increase vertical clearance. Installation of pedestrian signal heads began.

**05/14/2021:** Austin Traffic Signal installed push buttons at Great Oaks Drive intersection. Signs and antennas at both intersections were installed. Subcontractor DIJ finished striping at both intersections.

**05/21/2021:** Austin Traffic Signal adjusted small signs that were installed lower than the specified height. Signals were turned on to flash mode on 5/17/21.

**05/28/2021:** Austin Traffic Signal activated the signals at both intersections to full operation on Wednesday, May 26th.



Design Engineer: K. Frieze  
Contractor: Austin Traffic Signal  
Construction Observation:  
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.

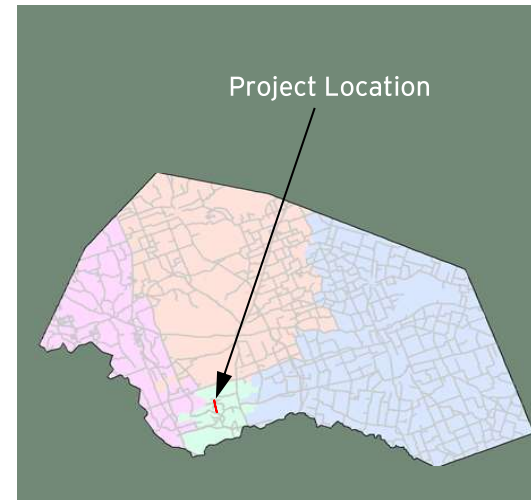
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/6/2021	28,476.86	28,476.86

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



### MAY 2021 IN REVIEW

**05/07/2021:** DeNucci Constructors poured 5 wall sections, as well as continued tying steel and forming the retaining wall on the westbound side of Brushy Creek Road. Crews continued pavement repairs on the westbound lanes of Brushy Creek Road near Olson Meadows Park.

**05/14/2021:** DeNucci Constructors poured the remaining 4 sections of the retaining wall on the westbound side of Brushy Creek Road. Crews poured the ribbon curb at driveway #2 and Olson Meadows Park parking lot. Flexible base for the ribbon curb and TY "B" asphalt was placed at driveway #2 and a portion of Olson Meadows Park parking lot.

**05/21/2021:** DeNucci Constructors installed the waterproofing material at the joint of the wall and footing of the retaining wall on the westbound side of Brushy Creek Road. Crews also began installing the rock backfill and underdrain pipe on the back side of the retaining wall.

**05/28/2021:** DeNucci Constructors completed installing the rock, filter fabric, and dirt backfill on the back side of the retaining wall on the westbound side of Brushy Creek Road. Crews installed the 3 drop inlets and 2 SET's at Culvert 1. Contractor also began forming up the footing for the wing wall at Culvert 2.



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
4	5/1/2021	5/31/2021	31	\$129,207.51	\$712,330.87	\$14,356.39	\$79,147.87	20	33
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

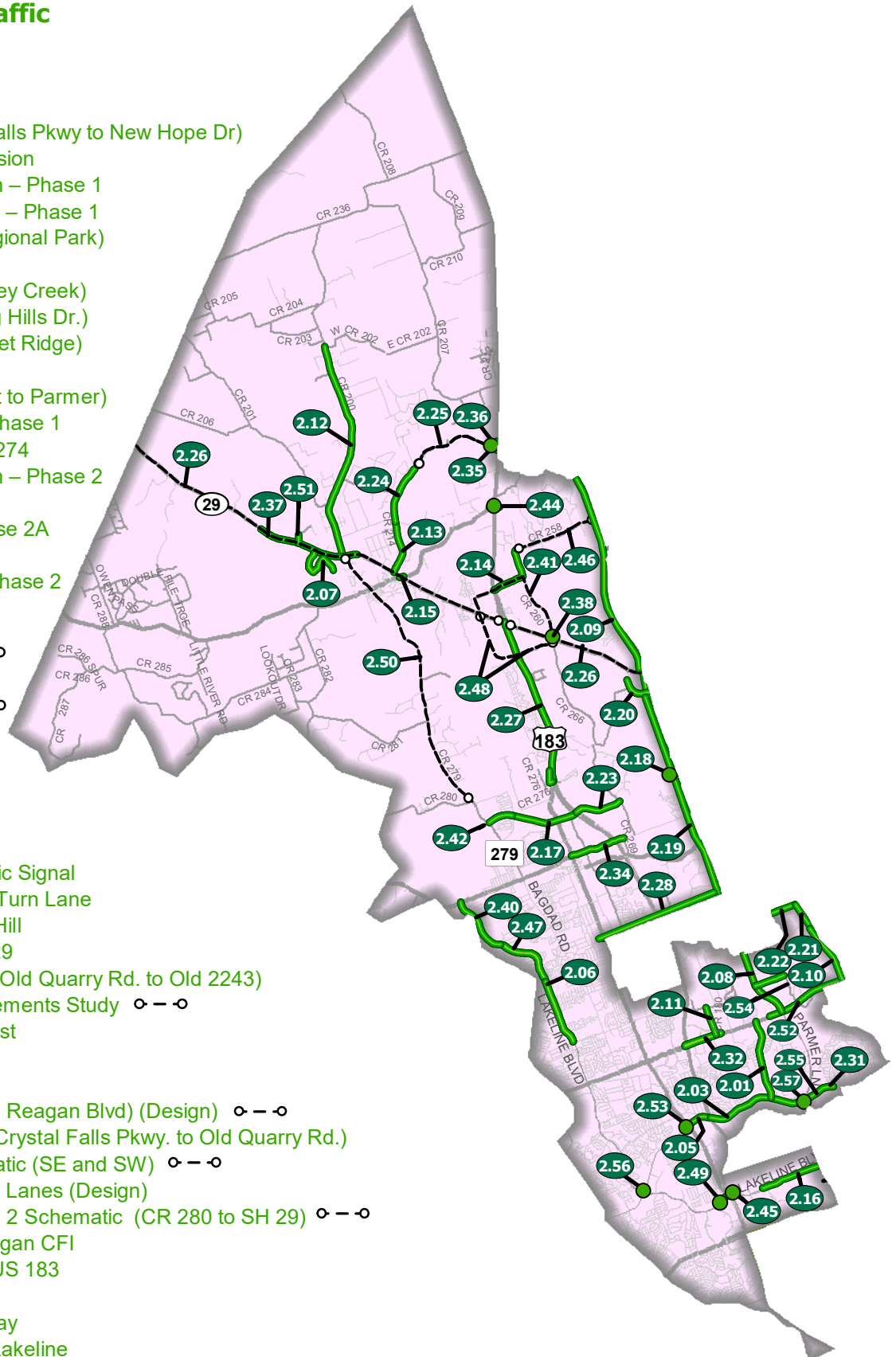


# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 2 - COMMISSIONER LONG

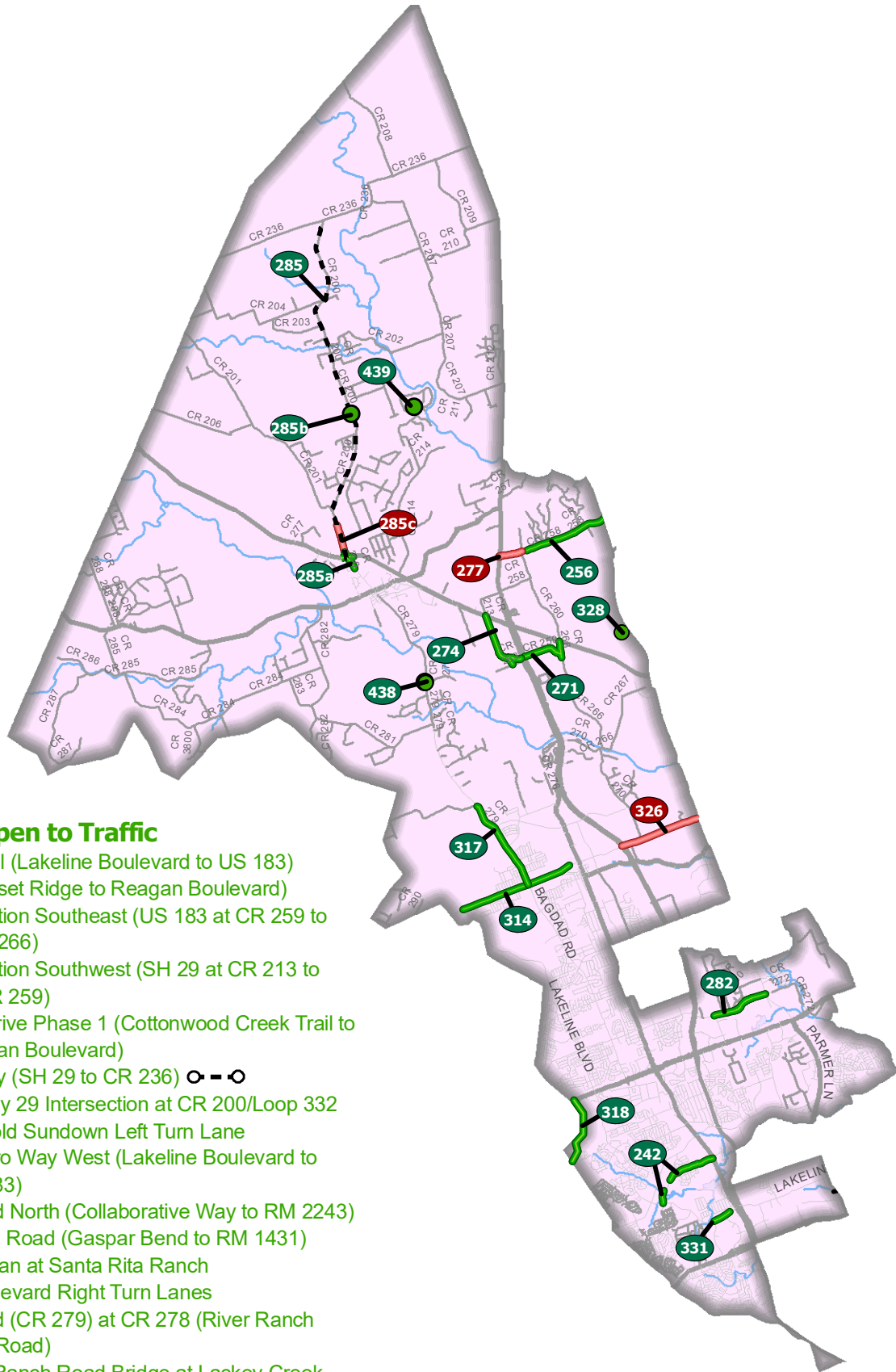
### Completed/Open to Traffic

- 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

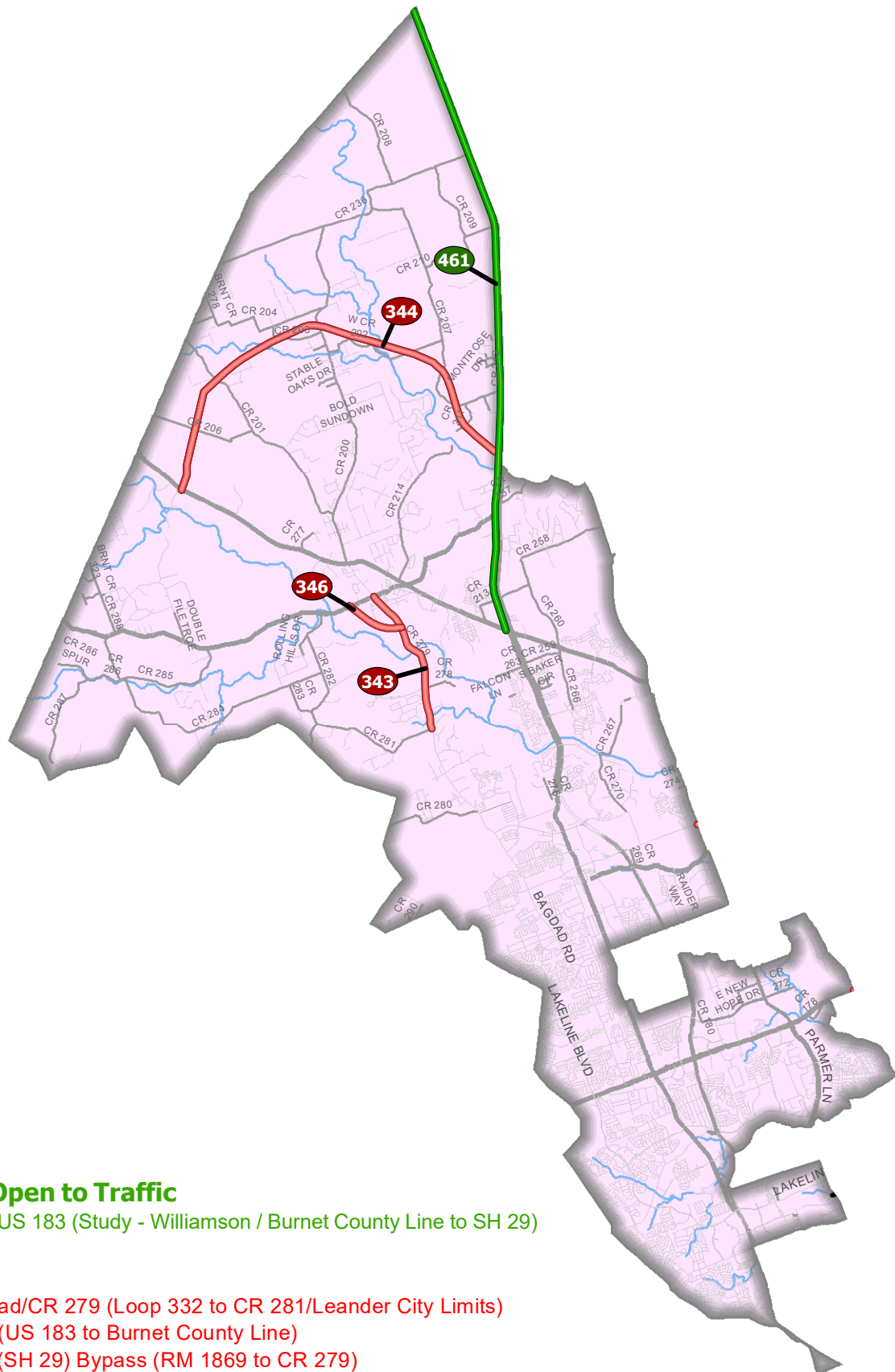
- 242 Little Elm Trail (Lakeline Boulevard to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Boulevard)
- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald 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 (Study - 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.  
4/14/2021 Comments - Awaiting grass growth and then Engineer to certify. Still holding \$71k in retainage.  
1/28/2021 Comments - Awaiting grass growth.

<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	26	23
5	10/1/2019	10/31/2019	31	\$629,436.02	\$3,949,763.78	\$69,937.33	\$438,862.64	31	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	54	51
11	4/1/2020	4/30/2020	30	\$925,168.98	\$8,151,943.08	\$48,693.11	\$429,049.64	61	55
12	5/1/2020	5/31/2020	31	\$751,064.06	\$8,903,007.14	\$39,529.68	\$468,579.32	67	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	79	78
17	10/1/2020	10/31/2020	31	\$121,663.91	\$10,654,195.25	\$6,403.38	\$560,747.13	80	83
18	11/1/2020	11/30/2020	30	\$386,714.53	\$11,040,909.78	\$20,353.38	\$581,100.51	83	88
19	12/1/2020	12/31/2020	31	\$188,106.89	\$11,229,016.67	\$9,900.37	\$591,000.88	85	92
20	1/1/2021	1/31/2021	31	\$110,227.19	\$11,339,243.86	\$5,801.43	\$596,802.31	85	97
21	2/1/2021	2/28/2021	28	\$371,751.27	\$11,710,995.13	\$19,565.85	\$616,368.16	88	101
22	3/1/2021	3/31/2021	15	\$167,168.32	\$11,878,163.45	\$8,798.34	\$625,166.50	90	104
23	4/1/2021	4/30/2021	0	\$488,109.50	\$12,366,272.95	-\$372,793.58	\$252,372.92	90	104
24	5/1/2021	5/31/2021	0	\$3,507.27	\$12,369,780.22	\$71.57	\$252,444.49	90	104

4/14/2021 Comments - Substantial Completion was achieved on 3/15/2021.

5/15/2019 Comments - The Notice to Proceed was issued 4/22/19 with Time Charges beginning on 5/2/19.

<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

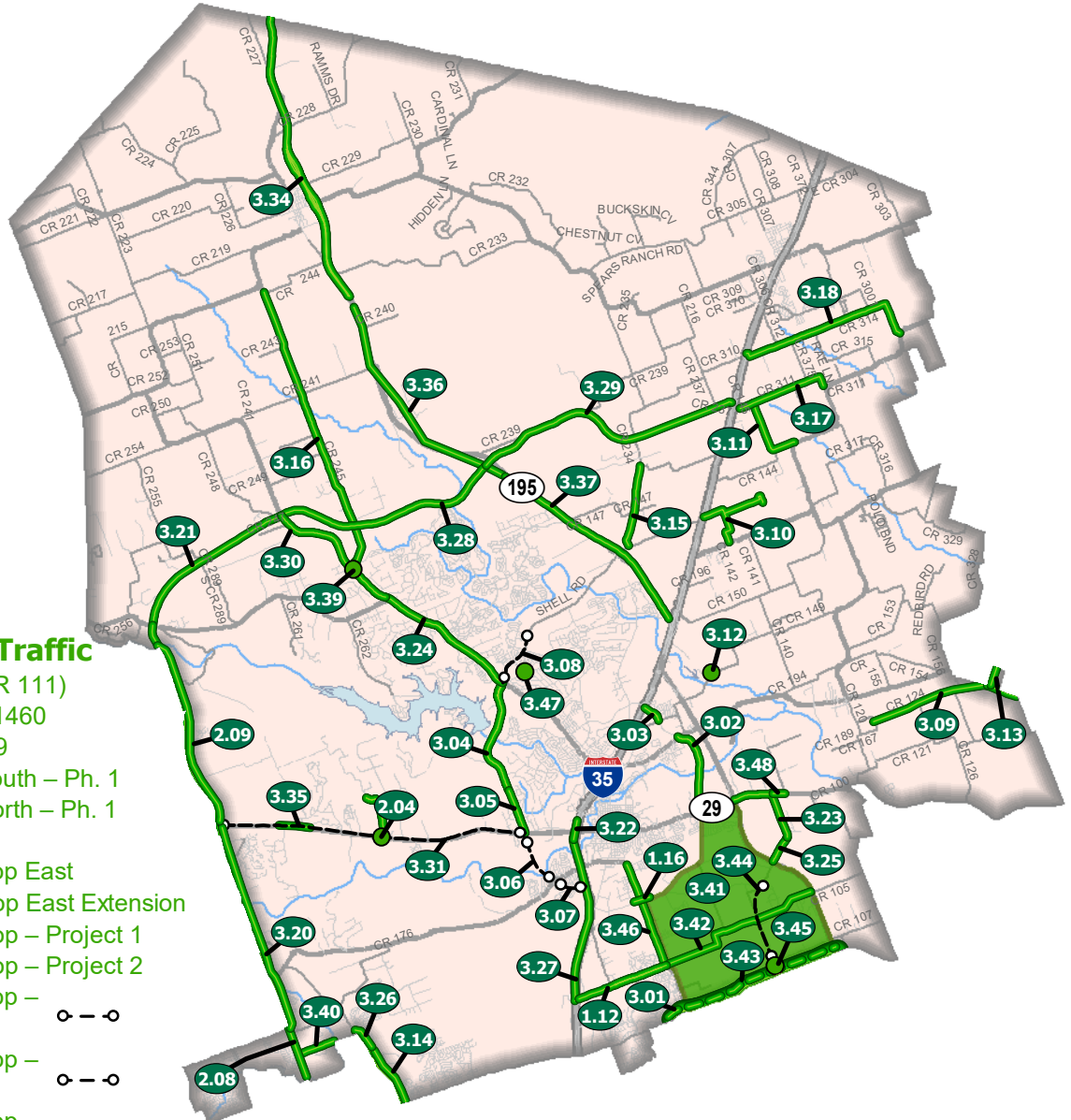
2G: Differing Site Conditions (Unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation 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 (unforseeable) 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 (unforseeable)(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.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	5/4/2021	\$91,592.30	\$ 702,651.47
Revisions and balancing of asphalt items.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	5/18/2021	(\$11,573.93)	\$ 691,077.54
Revisions and balancing of striping items.			
			Adjusted Price = \$13,961,335.64



# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 3 - COMMISSIONER COVEY



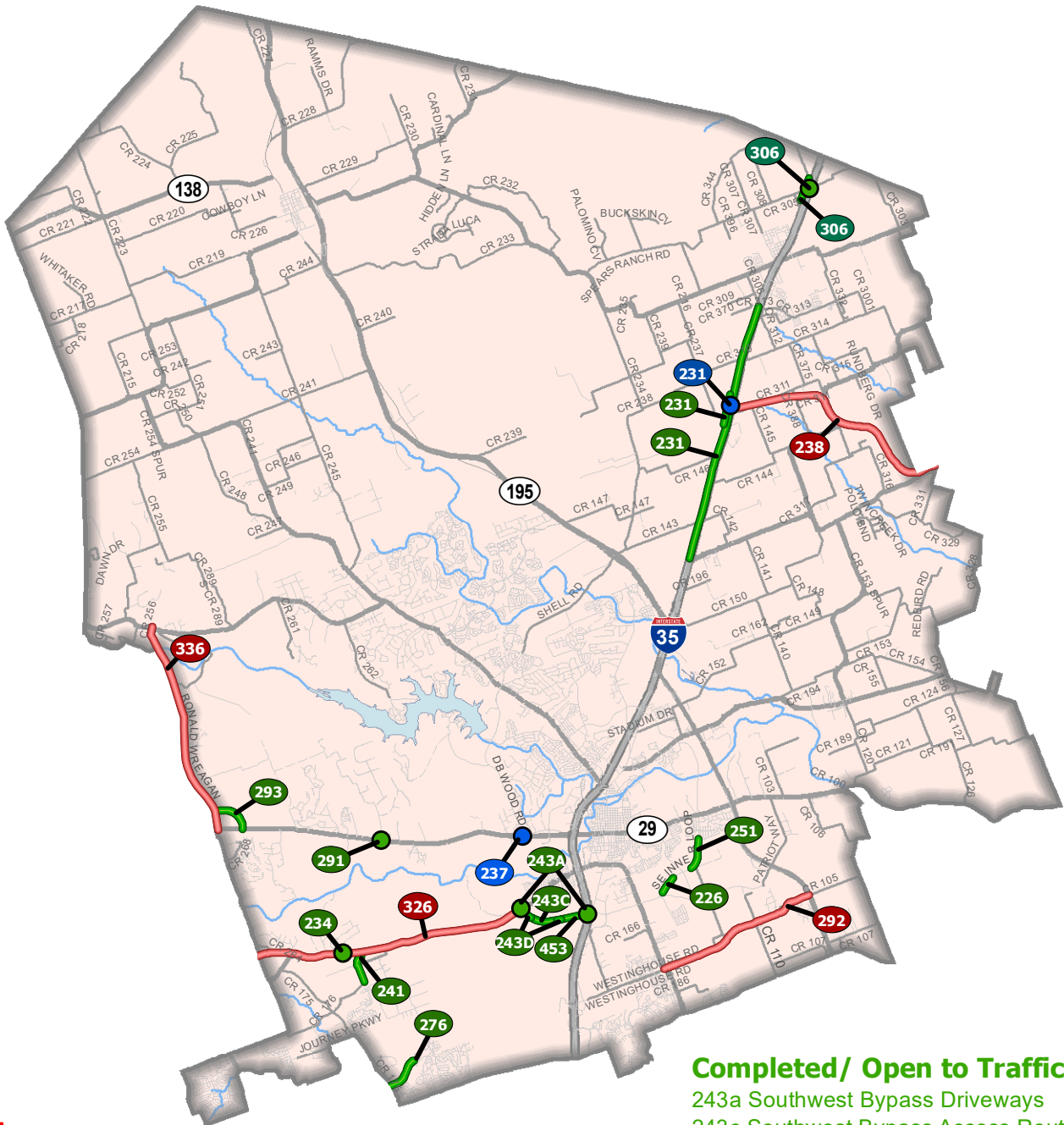
### Completed/Open to Traffic

- 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      ○ – ○ (North of CR 107 to North of Sam Houston) (Design)
- 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

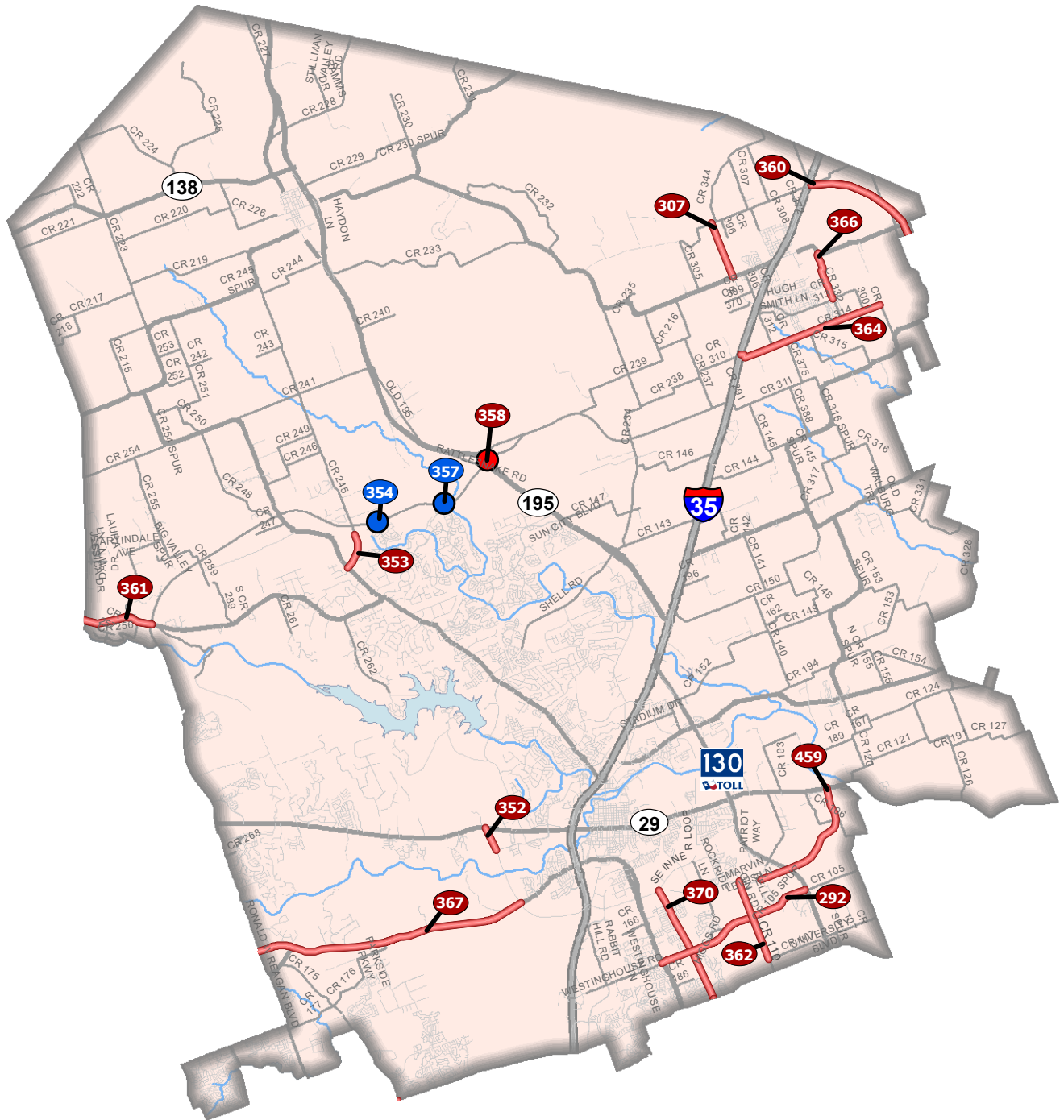
- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 231 Relocation of 48" Williamson County Regional Raw Waterline - Line B
- 234 RM 2243 at Escalera Parkway (Intersection Improvements)
- 241 CR 176 at RM 2243 Intersection (Safety Improvements)

### Completed/ Open to Traffic (con't)

- 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

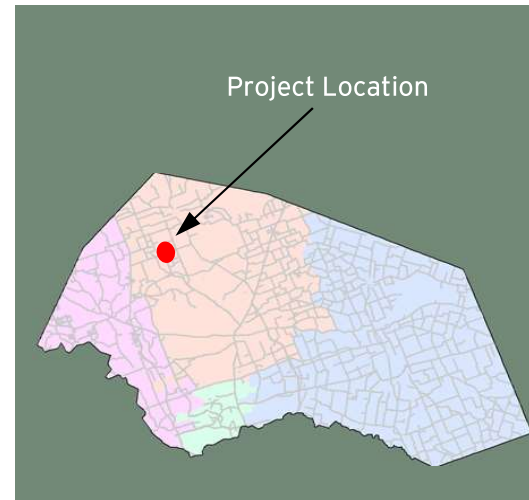
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This Change Order deletes the quantity for Item 162 Mulch Topdressing and Items 260 related to the Lime Treated Subgrade. The Contractor was able to salvage high quality topsoil from the project limits and reuse 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 - June 2021  
Estimated Construction Cost: \$.9 Million



## MAY 2021 IN REVIEW

**05/07/2021:** QA Construction continued to place topsoil along the north edge of pavement and placed topsoil along new widening and along Silver Spur on south side of the Ronald Reagan Blvd. Crews continued to load and haul spoils from the project. Concrete crews completed construction of new ribbon curb along edge of pavement at Silver Spur. Subcontractor Texas Materials placed hot mix asphalt for the regrading of Silver Spur and the final overlay on Ronald Reagan Blvd at Silver Spur.

**05/14/2021:** QA Construction continued to crush oversize rock and stockpile. Subcontractor DIJ striped turn lanes, acceleration lanes, and main lane on Ronald Reagan Boulevard at Silver Spur and at Sun City.

**05/21/2021:** QA Construction placed topsoil behind turn lane on Ronald Reagan Boulevard. The Contractor trenched for conduit from existing ground box to new ground box for illumination light.

**05/28/2021:** QA Construction continued crushing and piling large rock. QA cleaned trenches for electrical conduit, placed sand and conduit. QA placed soil retention blankets on slopes, along the north side of Ronald Reagan at Silver Spur.



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
4	4/1/2021	5/31/2021	61	\$420,254.52	\$648,256.95	\$46,694.95	\$72,028.55	82	123
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

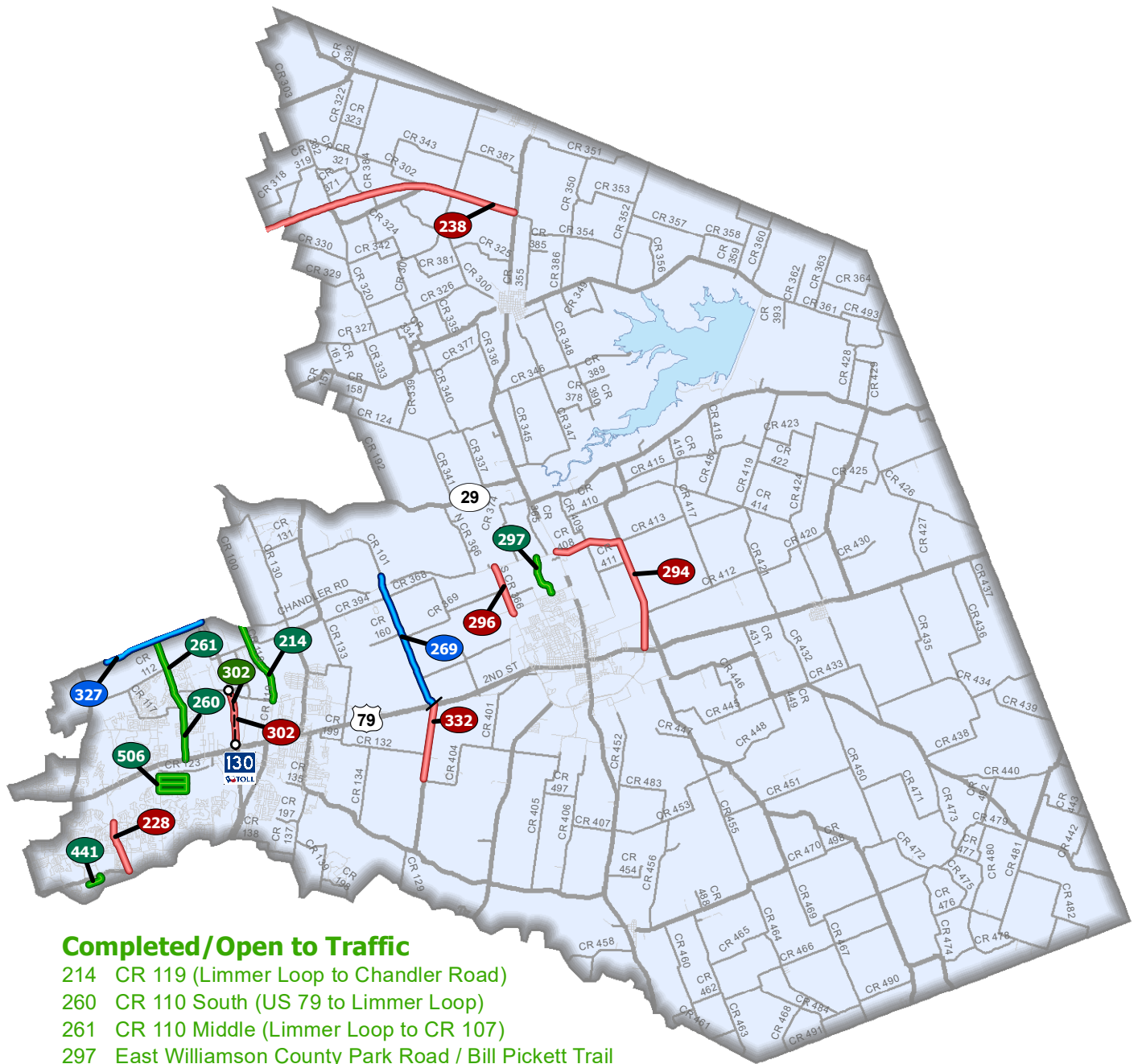
4.35 FM 1660 (PTF)

### Completed/Open to Traffic

- |  |  |  |
|--|--|--|
| 3.13 CR 157  | 4.18 CR 412  |  |
| 4.01 Bridge Replacements Phase 1<br>(CR 390, 406, 427) | 4.19 CR 466  |  |
| 4.02 CR 424 Bridge Replacement                         | 4.20 FM 397 at SH 95 Signal                            |  |
| 4.03 Chandler Rd. – Phase 1                            | 4.21 Gattis School Rd. ROW                             |  |
| 4.04 CR 100  | 4.22 Limmer Loop – Phase 1A                            |  |
| 4.05 CR 112 – Phase 1                                  | 4.23 Thrall School Zone                                |  |
| 4.06 CR 119  | 4.24 US 79 – Section 1                                 |  |
| 4.07 CR 122 at US 79                                   | 4.25 US 79 – Section 2                                 |  |
| 4.08 CR 124  | 4.26 US 79 – Section 3A                                |  |
| 4.09 CR 132  | 4.27 Chandler Rd. – Phase 2                            |  |
| 4.10 CR 136  | 4.28 Limmer Loop – Phase 1B                            |  |
| 4.11 CR 137  | 4.29 CR 113 / Old Settlers Blvd.                       |  |
| 4.12 CR 138 & CR 139<br>Alignment Study                | 4.30 Limmer Loop – Phase 1C                            |  |
| 4.13 CR 300 & CR 301                                   | 4.31 Kenney Fort Boulevard – Phase 1                   |  |
| 4.14 CR 302  | 4.33 Chandler Rd. – Phase 3A                           |  |
| 4.15 CR 347 & CR 348                                   | 4.34 Chandler Rd. – Phase 3B                           |  |
| 4.16 CR 368 & CR 369<br>(CR 101 to CR 366)             | 4.36 Gattis School Road                                |  |
| 4.17 CR 404  | 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.)<br>Expansion      |  |
|  | 4.54 CR 110 South - (Design)<br>(US 79 to Limmer Lp)   |  |
|  | 4.55 CR 110 Middle<br>(North of Limmer Loop to CR 107) |  |
|  | 4.56 CR 110 at University Blvd. (Signal)               |  |
|  | 4.57 Gattis School Rd. at<br>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

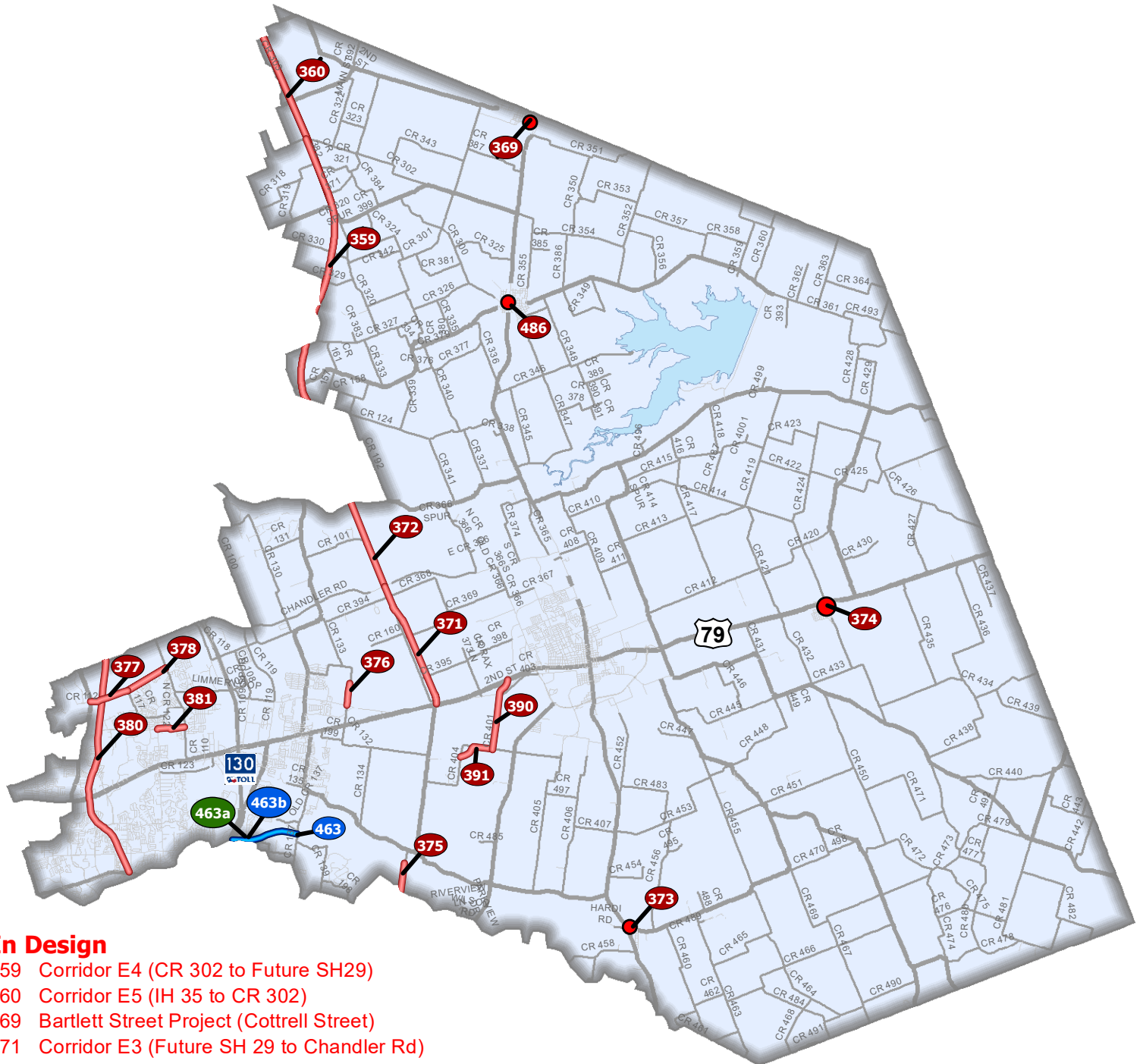
- 269 CR 101 (US 79 to North of Chandler Road)
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)

### 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)
- 390 CR 401 Improvements
- 391 CR 404 Improvements
- 463 Southeast Loop (Corridor E1) (CR 138 to CR 137)
- 463a Southeast Loop (Corridor E1) Demolition Phase 1
- 486 Granger Project - Davilla Street Culvert

### Under Construction/Bidding

- 463b Southeast Loop (Corridor E1) Demolition Phase 2
- 463 Southeast Loop (Corridor E1) (CR 138 to CR 137)

### Completed/Open to Traffic Continued.

- 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
25	5/1/2021	5/31/2021	0	\$10,190.46	\$8,289,192.28	\$207.96	\$169,167.19	91.0	100

5/13/2021 Comments - Concrete ditch riprap complete and punchlist is ongoing.

4/14/2021 Comments - Punchlist work is ongoing.

1/28/2021 Comments - Substantial Completion was achieved on October 20, 2020. Punchlist work is ongoing.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
07	3/16/2021	\$6,519.31	\$ 153,015.82

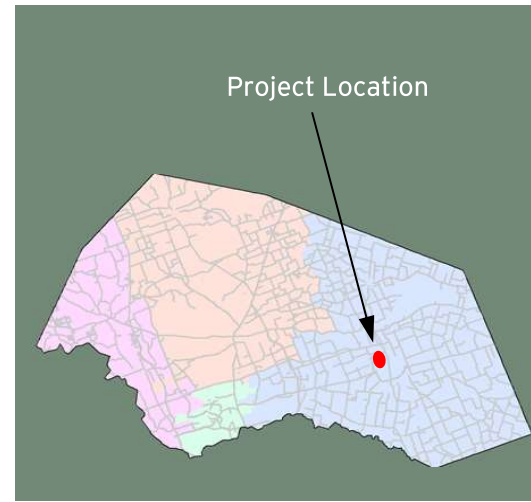
3F: County Convenience. Additional work desired by the County. This Change Order adds a pay item to compensate the Contractor to remove additional structures in the right of way along CR 110 north of the project.

Change Order Number	Approved	Cost This CO	Total COs
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



## MAY 2021 IN REVIEW

**05/07/2021:** James Construction (JCG) reconstructed the CR 368/394 and CR 101 intersection and placed the drainage pipe under CR 368 for the east ditch line. The flexible base was tied in and the concrete rip rap removed at the south side of the new CR 101 and Chandler Road intersection. Subcontractor Lone Star Paving placed the seal coat throughout the project began paving the first lift of asphalt throughout the project.

**05/14/2021:** James Construction (JCG) placed drainage pipe at driveway #10. James Construction began shouldering up the asphalt paving from the middle of the project to the north end of the project. Subcontractor Lone Star Paving completed paving the first lift of asphalt throughout the project. Subcontractor Sexton Inc. and Jonah S.U.D. worked on the 4" water line on the north side of the CR 101 and CR 368 intersection.

**05/21/2021:** James Construction (JCG) did not work this week due to inclement weather.

**05/28/2021:** RSI continued placing guard fence on southeast and northeast sides of the bridge.



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 2 (Residential Demolition)**  
**Project No. T3082**

Original Contract Price = \$180,918.33

<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>	
3/2/2021	3/16/2021	5/3/2021	5/13/2021			45		45	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	5/13/2021	5/28/2021	12	\$77,792.88	\$77,792.88	\$8,643.65	\$8,643.65	48	27
1/1/2021	Comments - Time charges began 5/13/2021. Contract has 45 working days.								
								Adjusted Price =	\$180,918.33



# Williamson County Commissioners Court

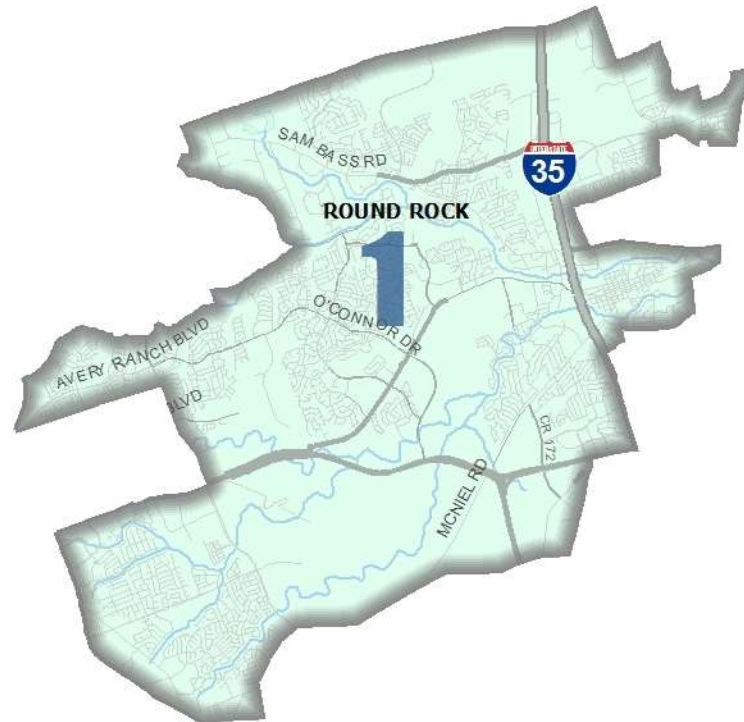
---

Road Bond Program

June 22, 2021



# Precinct 1



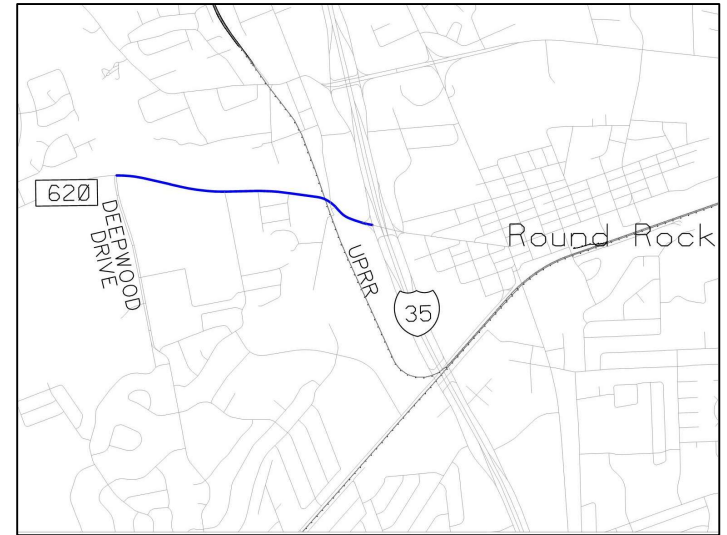


## RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

---

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





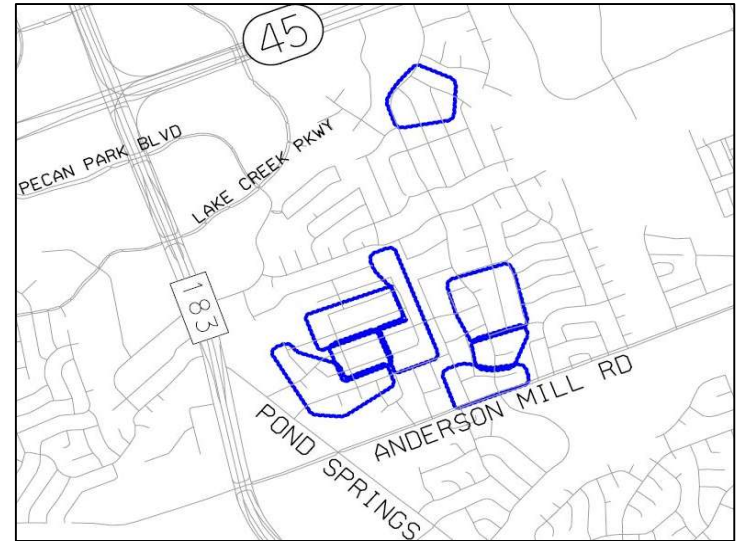
# RM 620 at Railroad / Chisholm Trail<sup>6</sup> (IH 35 Frontage Road to Deep Wood Drive)





# Forest North Phase 3 Drainage Improvements

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 = \$3,100,047.14 (64%)



## Forest North Phase 3 Drainage Improvements





# Forest North Phase 3 Drainage Improvements





# Forest North Phase 3 Drainage Improvements

10





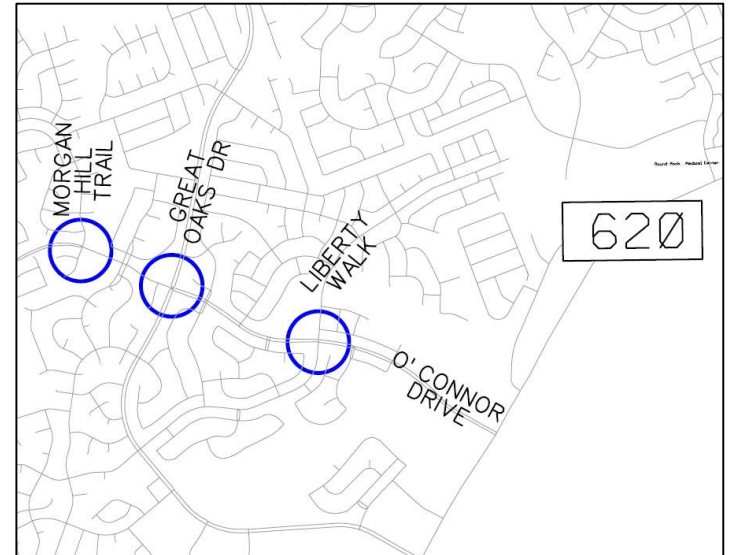


# O'Connor Traffic Signals

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 = \$728,577.64 (74%)

# 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)



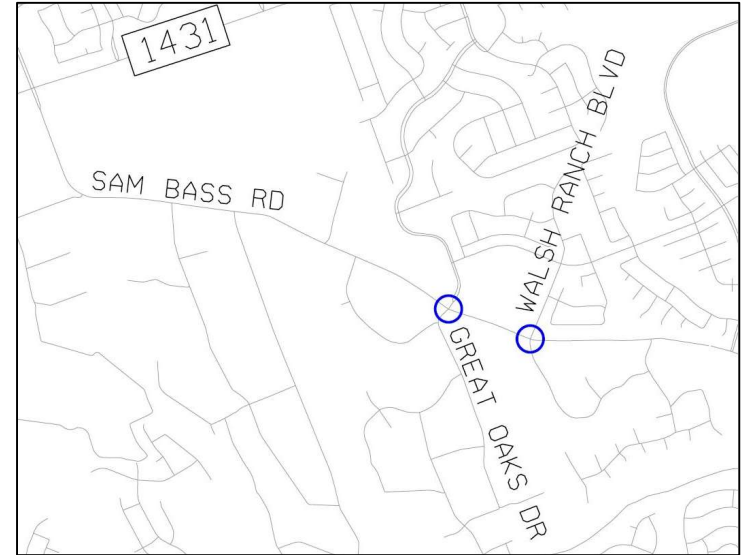


## Corridor H – Sam Bass Road (Interim Traffic Signals)

---

15

Substantially Complete  
May 13, 2021



Original Contract Price = \$319,866.00

Total Change Orders to Date = \$28,476.86

Adjusted Contract Price = \$348,342.86

Expenditures to Date = \$292,381.36 (84%)



## 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 = \$791,478.74 (20%)



# Hairy Man Road / Brushy Creek Road Safety Improvements





# Hairy Man Road / Brushy Creek Road Safety Improvements





# Hairy Man Road / Brushy Creek Road Safety Improvements



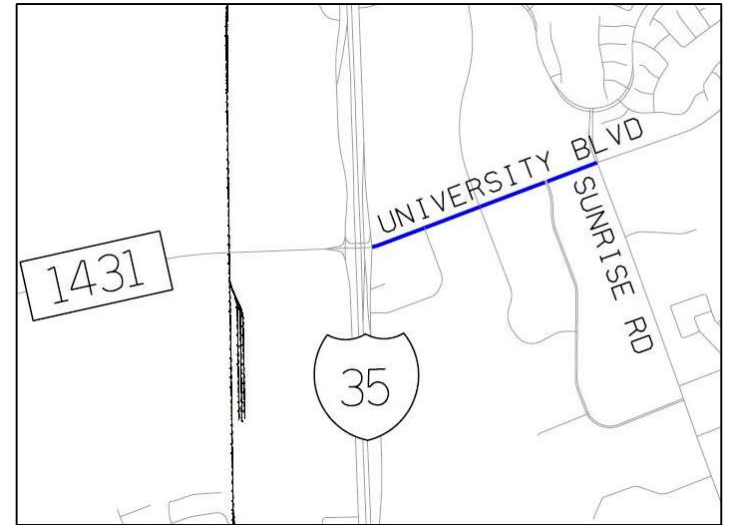


# University Boulevard Widening (IH 35 to Sunrise Road)

---

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



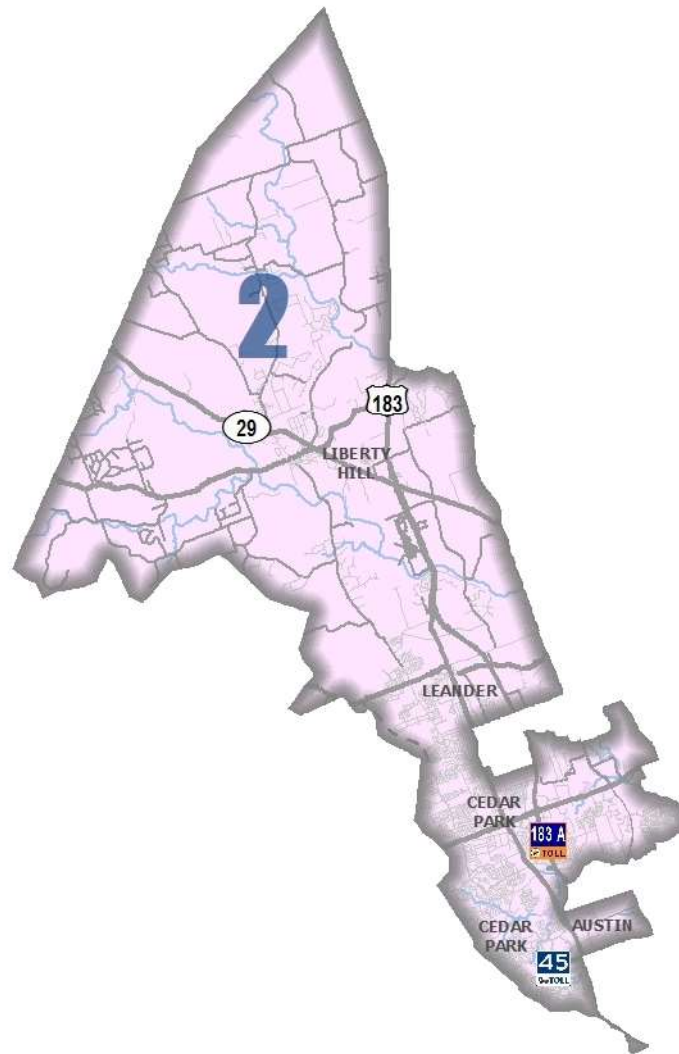


# University Boulevard Widening (IH 35 to Sunrise Road)

26

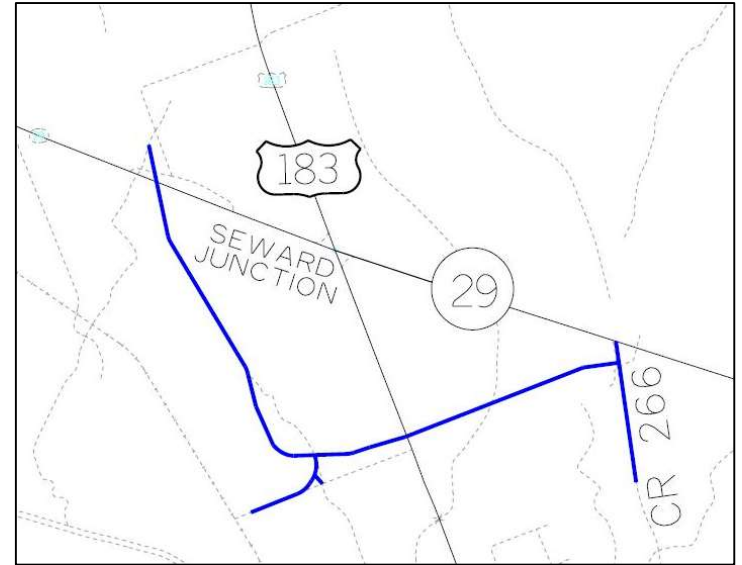


# Precinct 2



# Seward Junction Improvements

Substantially Complete  
March 15, 2021



Original Contract Price = \$13,270,258.10

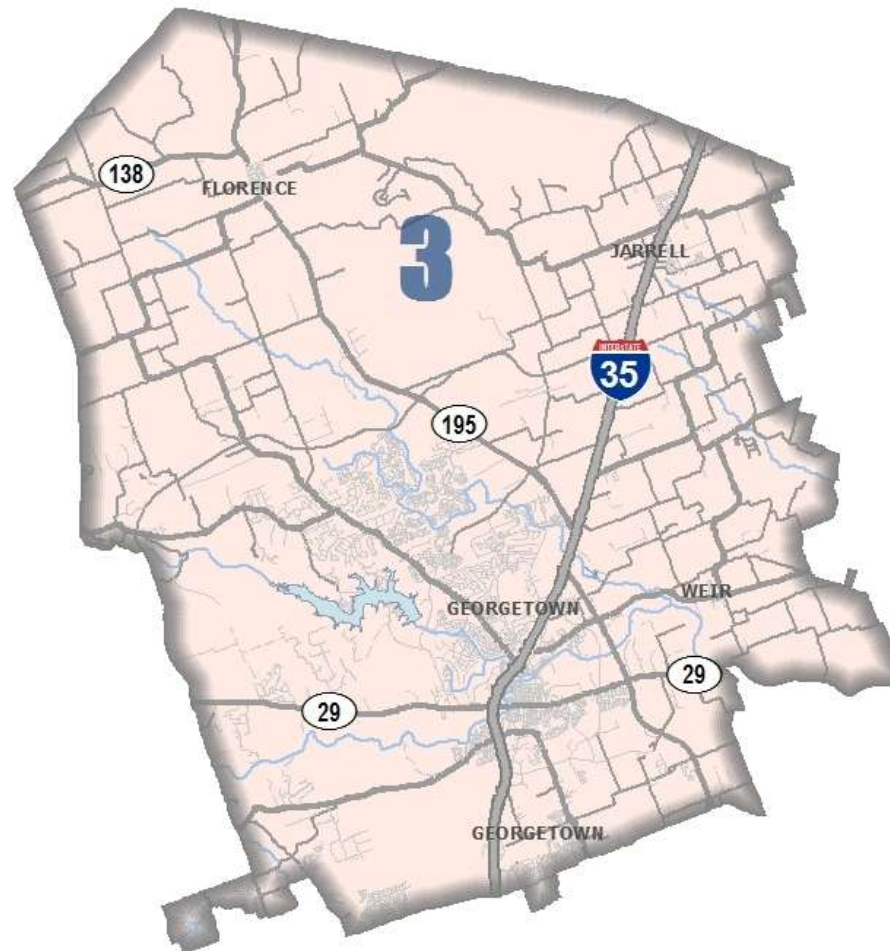
Total Change Orders to Date = \$691,077.54

Adjusted Contract Price = \$13,961,335.64

Expenditures to Date = \$12,622,224.71 (90%)



# Precinct 3



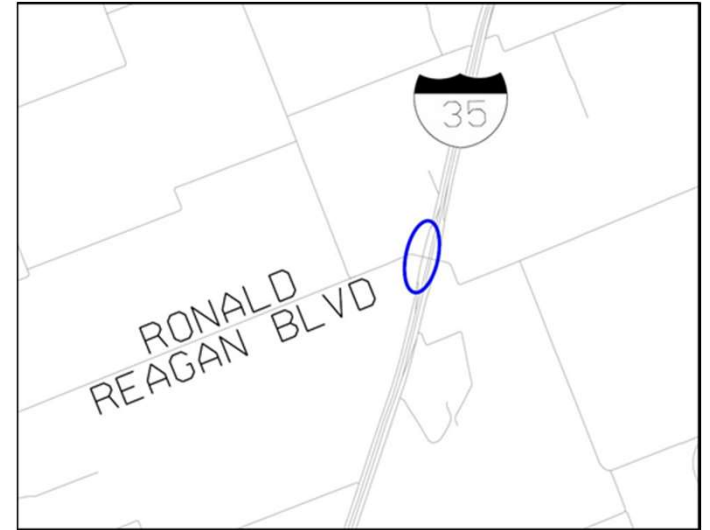


# Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

---

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



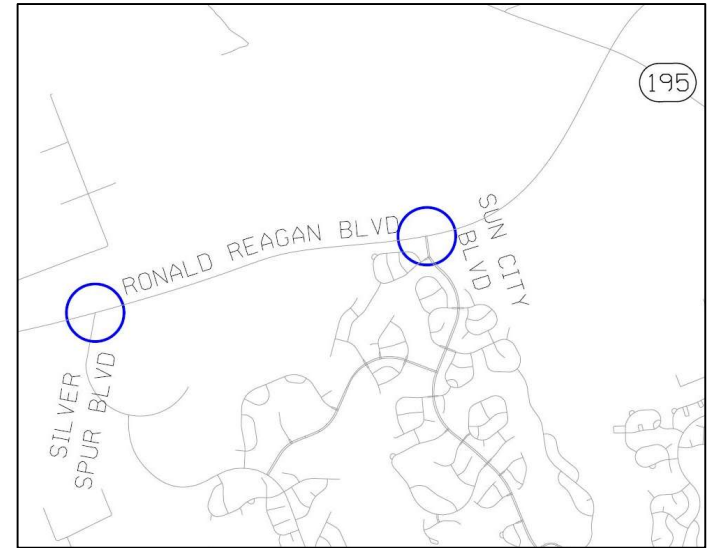
# Ronald Reagan at Silver Spur

## 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 = \$720,285.50 (82%)



# Ronald Reagan at Silver Spur

## Ronald Reagan at Sun City

35





# Ronald Reagan at Silver Spur Ronald Reagan at Sun City

36



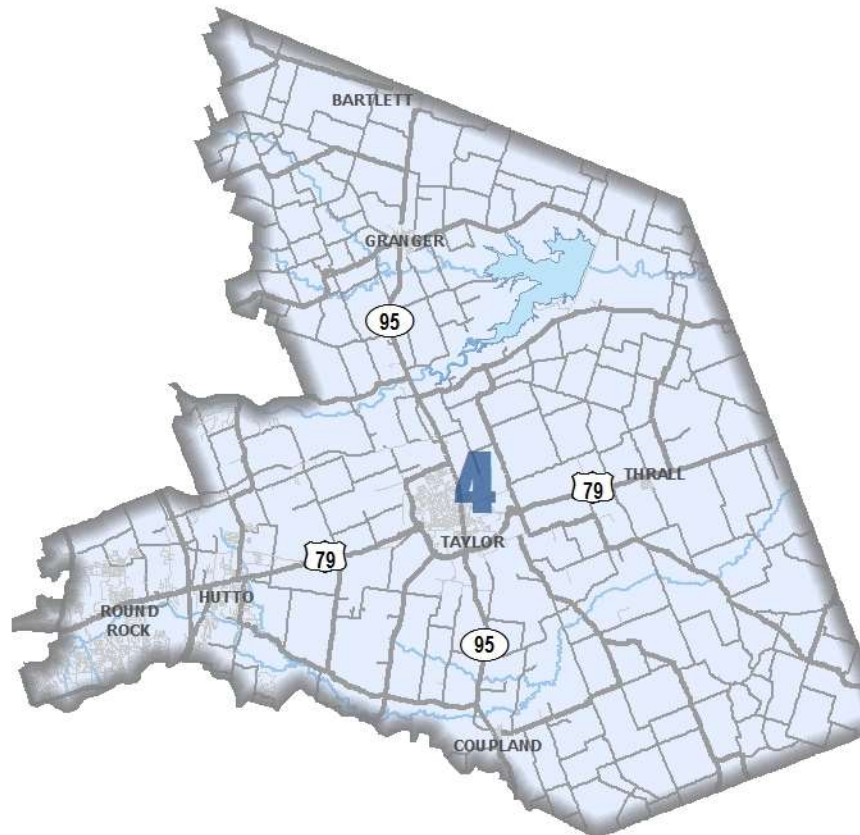


# Ronald Reagan at Silver Spur Ronald Reagan at Sun City

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****45.****Meeting Date:** 06/22/2021

Award IFB T4220 CR 313 From 1100' E of IH35 to 580' E of CR 332 Milling, Sealing and Overlay

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding IFB T4220 CR 313 From 1100' E of IH35 to 580' E of CR 332 Milling, Sealing and Overlay to the lowest responsive bidder Lone Star Paving and authorizing execution of the agreement.

**Background**

The Purchasing Department solicited sealed bids for IFB T4220 CR 313 From 1100' E of IH35 to 580' E of CR 332 Milling, Sealing and Overlay. Two (2) bids were received. The bids have been reviewed and the apparent low bid (Lone Star Paving) was found to be responsive, mathematically correct, and materially balanced. The Contractor's low base bid is \$91,907.70 above the Engineer's Estimate, a cost increase of 10.2%. In addition to meeting the bid qualifications subject to being low bidder, Lone Star Paving, has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$898,393.30 and the previous work experience, we recommend awarding Lone Star Paving, the contract for The CR 313 Milling and Overlay project. Department point of contact is Terron Evertson. Funding Source-01.0200.0210.003599.

---

**Fiscal Impact**

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

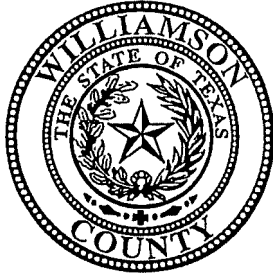
**Attachments**

Agreement  
Statement of Opening  
Award Letter

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing (Originator)	Joy Simonton	06/16/2021 11:32 AM
County Judge Exec Asst.	Andrea Schiele	06/16/2021 01:43 PM
Form Started By: Kim Chappius		Started On: 06/15/2021 11:40 AM
Final Approval Date: 06/16/2021		



## Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Lone Star Paving ("Contractor") is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # T4220, CR 313 Milling, Sealing and Overlay; including the specifications set forth therein, which is incorporated herein as if copied in full.

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Eight Hundred Ninety Eight Thousand Three Hundred Ninety Three Dollars and Thirty Cents (\$898,393.30) in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation T4220, CR 313 Milling, Sealing and Overlay; including the specifications set forth therein, which is incorporated herein as if copied in full.

**Additional Work:** Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

**ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:**

**4.1 Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

**4.2 Substantial Completion.** "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: \_\_\_\_35\_\_\_\_ days from the Notice to Proceed

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

**4.3 Final Completion.** The Work shall be fully and finally completed \_\_\_\_40\_\_\_\_ days from the notice to proceed; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

**4.4 Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of Two Hundred dollars per day (\$200/Day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.



## ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

## ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

**6.1** Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

**6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.4** Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

**6.5** As part of Contractor obligation to coordinate the Work, Contractor shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

**6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.**

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

#### **COMMISSIONING AND WARRANTY RESPONSIBILITIES**

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

#### **ARTICLE 7 OWNER'S RESPONSIBILITIES**

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

## ARTICLE 8 INSURANCE AND INDEMNITY

**8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

**8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

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	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

- e. Builder's Risk Insurance  
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

- f. Umbrella coverage in the amount of not less than \$1,000,000.

**8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.



**8.1.3** Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

**8.1.4** Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
  - (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
  - (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
  - (4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
  - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
  - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.5** The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

**8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**8.1.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

**8.1.10** The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## **8.2 INDEMNITY.**

**8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, 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. CONTRACTOR 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.

**8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR 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.

**8.3** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 9 BONDS**

**9.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

**9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

**9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## **ARTICLE 10 TERMINATION**

**10.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**11.1 Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21<sup>st</sup>) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.



**11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**11.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

**11.5 Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

**11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

**11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

**11.9 Audits.** Contractor agrees that Owner 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 Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

**11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**11.11 No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.13 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.14 Sales and Use Tax Exemption.** Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

**11.16 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**11.17 Equal Opportunity in Employment.** The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**11.18 Reports of Accidents.** Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

**11.19 Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**11.20 Appropriation of Funds by Owner.** Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

**11.21 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**11.22 Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Party Representatives**

Owner's Designated Representative ("ODR"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**CONTRACTOR:**

Lone Star Paving

By: Kevin Schneider

Printed Name: Kevin Schneider

Title: Estimator/PM

Date: 6/16/2021

Contractor's Designated Representative:

Kevin Schneider  
5513 Taylors Valley Rd  
Temple, TX 76502

Phone 254-420-7906

Fax kschneider@lspaving.com

## Statement of opening of offers

The registration period for the purchase process IFB CR 313 From 1100' E of IH35 to 580' E of CR 332 Milling, Sealing and Overlay is closed on Jun 10, 2021 (Thu), 3:30 PM.

On Jun 10, 2021 (Thu), 3:32:00 PM, Kim Chappius opened the registrations.

Entries submitted after the closing date, Jun 10, 2021 (Thu), 3:30 PM, will not be included in the procedure.

### Registrations received:

	Offer ID	Name	Submitted
1	OF8760	<b>Lone Star Paving</b> By: Lone Star Paving	Jun 10, 2021 (Thu), 10:48:34 AM
2	OF9208	<b>Texas Materials Group, Inc.</b> By: Texas Materials Group, Inc.	Jun 10, 2021 (Thu), 3:14:48 PM

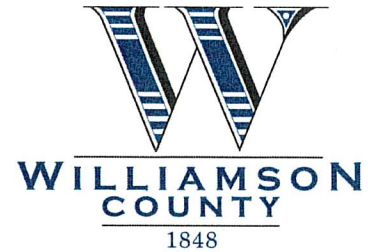
### Registration prices:

Lone Star Paving - Submitted price: \$ 898,393.30

Texas Materials Group, Inc. - Submitted price: \$ 919,711.61

Reported by Kim Chappius on Jun 10, 2021 (Thu), 3:34 PM





June 14, 2021

Ms. Joy Simonton  
Director/Purchasing Agent  
Williamson County Purchasing Department  
100 Wilco Way  
Georgetown, Texas 78626

Subject: Recommendation for CR 313 Milling and Overlay Project – Bid #T4220

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Lone Star Paving) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Lone Star Paving - \$898,393.30
2. Texas Materials Group, Inc. - \$919,711.61

The Contractor's low base bid is \$91,907.70 above the Engineer's Estimate, a cost increase of 10.2%.

In addition to meeting the bid qualifications subject to being low bidder, Lone Star Paving has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$898,393.30 and the previous work experience, I recommend to the Williamson County Commissioners' Court that they award Lone Star Paving the contract for the CR 313 Milling and Overlay Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.  
County Engineer

**Commissioners Court - Regular Session****46.****Meeting Date:** 06/22/2021

Award IFB T4230 CR 258 Milling, Sealing and Overlay

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding IFB T4230 CR 258 Milling, Sealing and Overlay to the lowest responsive bidder Texas Material Group Inc and authorizing execution of the agreement.

**Background**

Purchasing solicited sealed bids for IFB T4230 CR 258 Milling, Sealing and Overlay. We had five (5) suppliers participate with two suppliers responding. The bids have been reviewed and the apparent low bid (Texas Materials Group Inc) was found to be responsive, mathematically correct, and materially balanced. The Contractor's low base bid is \$558,237.18 below the Engineer's Estimate, a cost decrease of 13.3%. In addition to meeting the bid qualifications subject to being low bidder, Texas Materials Group Inc, has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$558,237.18 and the previous work experience, we recommend awarding Texas Materials Group Inc, the contract for CR 258 Milling, Sealing and Overlay project. Department point of contact is Terron Evertson. Funding Source-01.0200.0210.003599.

---

**Fiscal Impact**

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

**Attachments**

Recommendation Letter  
Statement of Opening  
Agreement

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 11:39 AM

Started On: 06/15/2021 11:51 AM



June 14, 2021

Ms. Joy Simonton  
Director/Purchasing Agent  
Williamson County Purchasing Department  
100 Wilco Way  
Georgetown, Texas 78626

Subject: Recommendation for CR 258 Milling and Overlay Project – Bid #T4230

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Texas Materials Group, Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Texas Materials Group, Inc. - \$558,237.18
2. Lone Star Paving - \$655,637.80

The Contractor's low base bid is \$74,166.30 below the Engineer's Estimate, a cost decrease of 13.3%.

In addition to meeting the bid qualifications subject to being low bidder, Texas Materials Group, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$558,237.18 and the previous work experience, I recommend to the Williamson County Commissioners' Court that they award Texas Materials Group, Inc. the contract for the CR 258 Milling and Overlay Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.  
County Engineer

## Statement of opening of offers

The registration period for the purchase process IFB-CR 258 Milling, Sealing and Overlay is closed on Jun 10, 2021 (Thu), 4:00 PM.

On Jun 10, 2021 (Thu), 4:00:00 PM, Kim Chappius opened the registrations.

Entries submitted after the closing date, Jun 10, 2021 (Thu), 4:00 PM, will not be included in the procedure.

### Registrations received:

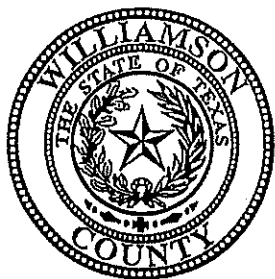
	Offer ID	Name	Submitted
1	OF8762	<b>Lone Star Paving</b> By: Lone Star Paving	Jun 10, 2021 (Thu), 10:35:32 AM
2	OF9207	<b>Texas Materials Group, Inc.</b> By: Texas Materials Group, Inc.	Jun 10, 2021 (Thu), 3:51:49 PM

### Registration prices:

Lone Star Paving - Submitted price: \$ 655,637.80

Texas Materials Group, Inc. - Submitted price: \$ 558,237.18

Reported by Kim Chappius on Jun 10, 2021 (Thu), 4:01 PM



## Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Texas Materials Group Inc ("Contractor") is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # T4230, CR 258 Milling, Sealing and Overlay; including the specifications set forth therein, which is incorporated herein as if copied in full.

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Five Hundred Fifty Eight Thousand Two Hundred Thirty Seven Dollars and Eighteen Cents (\$558,237.18) in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation T4230, CR 258 Milling, Sealing and Overlay; including the specifications set forth therein, which is incorporated herein as if copied in full.

**Additional Work:** Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

**ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:**

**4.1 Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.



**4.2 Substantial Completion.** "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: \_\_\_\_15\_\_\_\_ days from the Notice to Proceed

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

**4.3 Final Completion.** The Work shall be fully and finally completed \_\_\_\_20\_\_\_\_ days from the notice to proceed; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

**4.4 Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of Five Hundred dollars per day (\$500/Day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

## ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

## ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contractor shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

**6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.**

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

#### **COMMISSIONING AND WARRANTY RESPONSIBILITIES**

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

#### **ARTICLE 7 OWNER'S RESPONSIBILITIES**

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

## ARTICLE 8 INSURANCE AND INDEMNITY

**8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

**8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

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	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

- e. Builder's Risk Insurance  
(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

- f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

**8.1.3**      Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

**8.1.4**      Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a.      Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
  - (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
  - (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
  - (4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.5** The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

**8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## 8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, 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. CONTRACTOR 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.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR 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.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## ARTICLE 9 BONDS

9.1 **Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.



**9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

**9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## **ARTICLE 10 TERMINATION**

**10.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**11.1 Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21<sup>st</sup>) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

**11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**11.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

**11.5 Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

**11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

**11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

**11.9 Audits.** Contractor agrees that Owner 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 Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

**11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**11.11 No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.13 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.14 Sales and Use Tax Exemption.** Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

**11.16 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**11.17 Equal Opportunity in Employment.** The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**11.18 Reports of Accidents.** Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

**11.19 Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**11.20 Appropriation of Funds by Owner.** Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

**11.21 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**11.22 Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Party Representatives**

Owner's Designated Representative ("ODR"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**CONTRACTOR:**

Texas Materials Group, Inc

  
By: \_\_\_\_\_

Digitally signed by David A Reese  
DN: cn=US, e=David.Reese@texasmaterials.com,  
o="Texas Materials Group, Inc.", cn=David A Reese  
Date: 2021.06.16 10:05:33 -0500

Printed Name: David Reese

Title: Authorized Employee

Date: 6/16/2021

Contractor's Designated Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_



**Commissioners Court - Regular Session****47.****Meeting Date:** 06/22/2021

Williamson County Subdivision Regulations

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on amending the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.

**Background**

A virtual public meeting and comment period for the proposed amendments took place from April 28, 2021 to May 19, 2021.

---

**Fiscal Impact**

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

**Attachments**

Subdivision Regulations - proposed amendments

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/17/2021

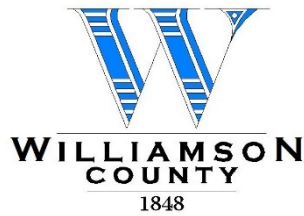
**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 12:00 PM

Started On: 06/17/2021 11:03 AM



# **Williamson County Subdivision Regulations**

**Adopted and Effective  
as of June 22<sup>nd</sup>, 2021**

# Resolution & Order

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

THAT ON THIS, the 22 day of June 2021, the Commissioners Court of Williamson County, Texas, met in duly called and convened lawful Session at the County Courthouse in Georgetown, Texas, with the following members present:

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

And at said meeting, among other business, came up for consideration and adoption the following Resolution and Order:

**WHEREAS**, the Commissioners Court of Williamson County, Texas, has, after proper notice, held a public hearing concerning a proposed revision of the Williamson County Subdivision Regulation; and

**WHEREAS**, after soliciting the public's comments, the Commissioners Court finds that the adoption of revised Regulations will be in the public interest;

**NOW THEREFORE BE IT RESOLVED**, that the Williamson County Commissioners Court hereby adopts the attached document as the revised Williamson County Subdivision Regulations and **orders** that they be in full force and effect on June 22, 2021; and

**FURTHER RESOLVED**, that County Judge Bill Gravell, Jr. be, and is hereby authorized to sign this Resolution and Order as the act and deed of the Williamson County Commissioners Court.

The foregoing Resolution and order was lawfully moved by Commissioner \_\_\_\_\_, duly seconded by Commissioner \_\_\_\_\_, and duly adopted by the Commissioners Court on a vote of \_\_\_\_ members for the motion and \_\_\_\_ members opposed with no commissioner being absent from the dais.

\_\_\_\_\_  
Bill Gravell, Jr., Williamson County Judge

\_\_\_\_\_, \_\_\_\_\_  
Date

# Table of Contents

Resolution & Order.....	2
Table of Contents .....	3
Williamson County Subdivision Regulation.....	6
Section 1 - Purpose .....	6
Section 2 - Definition of Terms .....	7
Section 3 - Plat Application Review and Approval Procedure.....	13
Section 4 - Preliminary Plat Requirements.....	16
Section 5 - Final Plat Requirements .....	19
Section 6 - Amending or Vacating a Plat.....	23
Section 7 - Financial Responsibilities and Guarantees .....	24
Section 8 - Construction Plans .....	25
Section 9 - Maintenance .....	27
Section 10 - Private Subdivisions .....	28
Section 11 - Variances .....	29
Section 12 - Penalties.....	29
Appendix A – Platting Guidelines.....	30
A1 - Plat Required .....	30
A2 - Exceptions by Law .....	30
A3 - Additional Exceptions.....	31
A4 - Vesting Requirements.....	32
A5 - Private Real Property Rights Preservation Act.....	32
Appendix B – Engineering Guidelines .....	33
B1 - Lot Requirements.....	33
B2 - Road Alignments.....	33
B3 - Minimum Road Design Requirements .....	34
B4 - Construction – General .....	37
B5 - Subgrade.....	38
B6 - Base Material .....	39
B7 - Bituminous Pavement .....	39
B8 - Concrete Pavement .....	41
B9 - Concrete - General .....	41
B10 - Road Names, Signs and Markers.....	41
B11 - Drainage and Flood Control.....	43

Appendix C - Plat Notes .....	50
C1 - Owner's Dedication.....	50
C2 - Road Widening Easements .....	50
C3 - Roadway Construction.....	50
C4 - Owner's Responsibilities.....	51
C5 - County Judge's Approval.....	51
C6 - County Clerk's Certification .....	52
C7 - On-Site Sewage Facility Approval .....	52
C8 - Floodplain Administrator Approval.....	52
C9 - City of Liberty Hill.....	53
C10 - Development Notes .....	53
C11 - Floodplain Notes.....	55
C12 – Stormwater Management Notes .....	56
C13 - Road Name and 911 Addressing Approval .....	57
C14 - Professional Engineer's/Registered Surveyor Certification .....	57
Appendix D - Plat Application .....	58
Appendix E - Plat Review and Approval Authority in ETJ's .....	60
Appendix F – Lot Requirements .....	61
F1 - Lot Dimensions .....	61
F2 - Setback Requirements.....	61
Appendix G – Roadway Cross-Sections .....	62
Appendix H – Curb Details.....	63
Appendix I – Concrete Pavement Details .....	64
Appendix J –Intersection Approach Detail .....	65
Appendix K – County Clerk's Recording Checklist .....	66
Appendix L – Williamson County Affidavit for Recordation.....	68
Appendix M – Plat Cover Sheet.....	70
Appendix N – Fee Summary .....	72
Appendix O – Affidavit for Exemption .....	73
Appendix P – Plats Completeness Checklist.....	74
P1 – Preliminary Plat .....	74
P2 – Final Plat .....	75
P3 – Replat .....	76
P4 – Minor Plat .....	77
Appendix Q – Drainage Completeness Checklist.....	78
Q1 – Preliminary Plat Drainage Report .....	78



Q2 – Refined Drainage Report.....	79
Appendix R – Geotechnical Completeness Checklist.....	80
Appendix S – Construction Plans Checklist .....	81
Exhibit 1 – Detention Exempt Stream Reaches Map.....	82
Exhibit 2 – Rainfall Data.....	83
Appendix T .....	87

# Williamson County Subdivision Regulation

On March 12, 1971, acting pursuant to Section 232.003, Texas Local Government Code, the Williamson County Flood Damage Prevention Order and the Rules of the Williamson County On-Site Sewage Facilities Program, the Commissioners Court of Williamson County adopted the following Regulations governing the subdivision of land. They were further revised on July 10, 1972, February 23, 1976, September 28, 1978, July 20, 1992, October 19, 1992, March 15, 1993, January 24, 1995, February 1, 2000, August 20, 2013, October 24, 2017, January 18, 2018, December 17, 2019, and June 22, 2021. These Regulations shall be known as the Williamson County Subdivision Regulations.

These revised Regulations, as well as required review fees, shall apply to all new Applications received on or after the date these revised Regulations were adopted by the Williamson County Commissioners Court. Any subdivision applications that were originally submitted prior to that date shall be subject to the Regulations and any applicable fees that were in effect at the time of the original submission, unless, at the applicant's option, the applicant elects to proceed under the new regulations or requirements (reference is made to Section A4 of these Regulations). Compliance with these Regulations shall be prerequisite to the approval of any subdivision by Williamson County, except insofar as they may conflict with any applicable state statute.

## Section 1 - Purpose

1.1 These Regulations have been prepared in general to aid in the orderly development of Williamson County, Texas, and provide guidelines which will lead to a desirable environment. Specifically they have been prepared for the following purposes:

- To furnish the Owner with guidance and assistance in the expedient preparation and approval of his or her plat.
- To protect the citizens of Williamson County by providing subdivision and development guidelines for residential, commercial, and industrial subdivisions.
- To provide for the welfare of the public by providing guidelines for the location, design, and construction of roadways, roadway intersections, drainage improvements and other features that provide for the safety of the general public.
- To provide for the proper arrangement and construction of roads, and to ensure the proper relationship of roads to existing or planned roads.
- To ensure adequate access for emergency response vehicles.
- To ensure that the Williamson County will not be burdened with substandard roads in the future.

## Section 2 - Definition of Terms

### 2.1 **100-year Floodplain**

Any land subject to a one percent or greater chance of flooding in any given year. This is also referred to as the 1% annual exceedance probability floodplain, or the 1% annual chance floodplain.

### 2.2 **100-year Storm**

A rainfall event having a one percent probability of occurrence in any given year. This is also referred to as the 1% annual exceedance probability storm, or the 1% annual chance storm.

### 2.3 **Application**

A submittal that includes a completed Plat or Construction Plan Application form (as found in Appendix D) along with all required attachments which may be required as part of that submittal and the appropriate review fee. These attachments may include, but are not limited to, drawings, drainage or geotechnical reports or electronic data files.

### 2.4 **Base Flood Elevation (BFE)**

The water surface elevation resulting from the flood that has a one percent chance of equaling or exceeding that level in any given year (also called the Base Flood).

### 2.5 **Block**

A tract of land bounded by actual or platted roads, waterways or other definite boundaries, or a combination thereof.

### 2.6 **County**

All references in these Regulations to the "County" shall mean Williamson County.

### 2.7 **Condominium Development**

A form of real property with portions of the real property designated for separate ownership or occupancy, and the remainder of the real property designated for common ownership or occupancy solely by the owners of those portions. For the purposes of these Regulations, Condominiums shall include all developments created under Chapter 82 of the Texas Property Code, also known as the Uniform Condominium Act.

### 2.8 **County Engineer**

All references in these Regulations to the "County Engineer" shall be construed to refer to the Williamson County Engineer or his/her representative as authorized by the Williamson County Engineer. If review is being conducted by a 3<sup>rd</sup> party (non-Williamson County employee), all variances and material substitutions must be approved in writing by either the County Engineer, Sr. Director of Infrastructure, or Subdivision Development Supervising Engineer.

### 2.9 **Creek**

A blue line on a United States Geological Survey (USGS) map, a defined waterway, or any water way with an identified local or regulated 100 yr. floodplain. If there are discrepancies, the Williamson County Floodplain Administrator will make the final decision.

2.10 **Cul-de-sac**

A road having one terminus open for vehicular or pedestrian access and the other terminated by a vehicular turnaround

2.11 **Daughter Tract/Daughter Parcel**

Any of the tracts created by division of a parent tract, including the remainder of the parent tract itself.

2.12 **Dwelling unit:**

Any room or group of rooms located within a structure and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating.

2.13 **Easement**

A grant by the property Owner for the use of a strip or parcel of land by the public or utilities, or for any private purpose.

2.14 **ETJ (Extraterritorial Jurisdiction)**

The unincorporated area that is contiguous to the corporate boundaries of a city, as defined by that city, and within various distances of the municipality depending on the number of inhabitants of a municipality. Within an ETJ, cities have statutory authority to adopt rules governing plats and subdivisions.

2.15 **FEMA**

The Federal Emergency Management Agency, a federal agency of the Department of Homeland Security.

2.16 **Final Plat**

A map or drawing of a proposed subdivision (1) based on an approved preliminary plat, except for minor plats, (2) prepared in accordance with the requirements of Appendix K, and in a manner suitable for recording in the Williamson County records, (3) prepared in conformance with the conditions of preliminary approval previously granted by the Commissioners Court, and (4) meeting the requirements of Section 5. It is a recording plat.

2.17 **Guidelines**

The Engineering Guidelines contained in Appendix B as part of the Williamson County Subdivision Regulations, as amended.

2.18 **Impervious Cover**

The total area of any surface that prevents the infiltration of water into the ground, such as roads, driveways, parking areas, concrete, sidewalks, structures and buildings.

2.19 **Improvements**

Any or all road pavements, curbs and gutters, sidewalks, utilities, drainage facilities, topsoil, trees, grading, signs and crosswalks, and may also include walkways, streetlights or any other items normally considered as public improvements. Streetlights and sidewalks are not maintained by Williamson County.

2.20 **LOG**

Lip of Gutter; the front edge of the curb. The point where the curb meets the roadway pavement.

2.21 **Lot**

For the purpose of these Regulations, a parcel or tract of land exclusive of any adjoining road or road right-of-way. A lot is separated from other parcels by a legal description, a subdivision of record or survey map, and shall meet the minimum dimensions, area and setback requirements of these Regulations.

2.22 **Major Thoroughfare**

Major thoroughfare shall mean an arterial road as defined herein, and all roads included either now or in the future in the Capitol Area Metropolitan Planning Organization (CAMPO) plan or the Williamson County Long Range Transportation Plan.

2.23 **Minimum Requirements**

Requirements when defined as minimum shall be the minimum acceptable requirements. Such requirements may be increased by the County due to unique issues pertaining to each subdivision.

2.24 **Minor Plat**

Is a recording plat of four or fewer lots not requiring the creation of new roads. For a minor plat, no area within the plat may include a FEMA-mapped floodplain nor have a watercourse whose upstream drainage basin is larger than 64 acres within or adjacent to the plat. It must also meet exemptions for detention outlined in Appendix B11 and meet the requirements of Section 5, 4.12 and 4.13.

2.25 **Multi-unit Residential Rental Development**

A platted lot or un-platted tract of land with two or more dwelling units under common ownership, including but not limited to single-family, duplexes, triplexes, quadplexes, or groups of detached dwelling units, offered for rent.

2.26 **Owner**

The person(s), developer, proprietor, or their successors, possessing title and/or lien to the property to be subdivided. This can also refer to the Owner's surveyor, engineer, lawyer, or planner who has been given authority to represent the Owner.

2.27 **Parent Tract/Parent Parcel**

The original tract/parcel owned by the Owner prior to any division.

2.28 **Plans**

Construction drawings, specifications, bidding forms and other documents required for construction.

2.29 **Precinct Commissioner**

The Williamson County Commissioner in whose precinct the subdivision is located.

2.30 **Preliminary Plat**



A map or drawing of a proposed subdivision prepared and meeting the requirements of Section 4. The purpose of this map is to show the proposed improvements to the Owner's property, as well as any proposed or future planned improvements on any adjacent properties. This map is also intended to show the existing topography to evaluate the existing and proposed drainage patterns.

2.31 **Recreational Vehicle (RV)**

A motorhome, travel trailer, truck camper, camp trailer, or vehicle used for similar purpose; with or without motive power; designed for human habitation or other occupancy.

2.32 **Recreational Vehicle (RV) Development**

A form of real property with portions of the real property designated for separate ownership or occupancy, and the remainder of the real property designated for common ownership or occupancy solely by the owners of those portions.

2.33 **Registered Professional Engineer**

A person licensed, as of the date of the plan being presented, to practice engineering by the Texas Board of Professional Engineers and Land Surveyors.

2.34 **Registered Professional Land Surveyor**

A person licensed, as of the date of the plan being presented, to practice land surveying by the Texas Board of Professional Engineers and Land Surveyors.

2.35 **Regulations**

The Williamson County Subdivision Regulations (this document), as amended.

2.36 **Road/Street**

The terms "street" or "road" are interchangeable and mean a vehicular access, including culverts and bridges, and are used to describe all vehicular ways regardless of any other designation they may carry. Any vehicular access that serves more than 3 residences is a road. All roads shall be categorized into one of the following functional classifications:

2.36.1 **Arterial Road**

Arterial roads are those that are principally regional in nature and are used for through or high-volume traffic and shall be divided into the following three sub-classifications:

- a. Roads which will serve vehicular traffic beyond the limits of the subdivision; and/or connect one collector or arterial with one or more collectors or arterials.
- b. Roads which are existing county roads, are at least one mile in length, and carry a numerical designation.
- c. Roads included as an arterial on a county or city transportation plan.

2.36.2 **Collector Road**

Collector roads are those which collect traffic from intersecting local streets and expedite the movement of this traffic to arterial roads or other collectors. Designations for collector roads are as follows:

- a. Minor Collector roads are those which typically connect local roads to neighborhood collector roads, major collector roads, or arterial roads.

- b. Collector roads are those which typically connect local roads and residential collector roads to major collector roads or arterial roads. A neighborhood collector road typically provides a greater travel way width or shoulder width when compared to a residential collector to accommodate more daily traffic.
- c. Major Collector roads are those which typically connect local roads, residential collector roads, and neighborhood collector roads to arterial roads. A major collector road typically provides a greater travel way width or shoulder width when compared to a residential collector road. Major collector roads also typically limit driveway access to accommodate a higher design speed when compared to other types of collector roads. A major collector typically accommodates more daily traffic when compared to other collectors.

#### 2.36.3 **Local Road**

Local roads are those which principally provide direct access to lots within a subdivision. A single local road may connect to an arterial road when the projected ADT is less than 1,000 and the local road does not connect to any additional intersecting roadways.

All roads shall also be classified as follows:

#### 2.36.4 **Urban Road**

For the purposes of these regulations, an urban road is any road with concrete curb and gutter, curb catch basins and storm sewer.

#### 2.36.5 **Rural Road**

For the purposes of these regulations, a rural road is any road without concrete curb and gutter with paved or gravel shoulders, ribbon curb, etc.

#### 2.37 **Stop Condition**

A stop condition exists when traffic is required to come to a full stop at intersections due to stop signs, clearly marked stop lines/bars or traffic signals (see Appendix B10).

#### 2.38 **Subdivision**

The division of a tract of land into two or more parts to lay out:

- (A.) a subdivision of the tract, including an addition;
- (B.) lots; or
- (C.) streets, alleys, squares, parks, or

(D.) other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on, or adjacent to, the streets, alleys, squares, parks, or other parts (Sec 232.001, Texas Local Government Code, as amended).

The Williamson County Commissioners Court has adopted guidelines, incorporated in these Regulations as Appendix A, stating when Owners are required to file a plat for a subdivision.

#### 2.39 **Traffic Operations**

Involves planning for and controlling the movements of vehicles and groups of vehicles over streets and roadways for the purpose of attaining maximum efficiency and safety. Including but not limited to, the design and placement of signs, signals, pavement delineators, striping, school zones and speed zones.

2.40 **Travel Way**

The portion of a road or roadway intended for vehicular travel. Where concrete curb is installed, the travel way shall be measured LOG to LOG. In cases where a ribbon curb is installed, the travel way shall be measured from the inside edge to the inside edge of the ribbon curb (i.e., the ribbon curb is not included as part of the travel way). The travel way also does not include gravel or paved shoulders.

2.41 **TxMUTCD**

The latest edition of the Texas Manual on Uniform Traffic Control Devices.

2.42 **Utilities**

Public services that include electricity, gas, telephone, cable, water and wastewater.

2.43 **Utility**

All persons, firms, corporations, partnerships, municipality or other private authorities providing gas, electric, water, sewer, drainage facilities, telecommunications, cable television or other services of a similar nature.

## Section 3 - Plat Application Review and Approval Procedure

- 3.1 If the property to be platted lies entirely within the limits of a city, the Owner shall consult directly with that city pertaining to all platting procedures and requirements.
- 3.2 If the property to be platted lies entirely outside of the limits of a city and all ETJs, platting procedures and requirements shall be in accordance with these Regulations.
- 3.3 If the property to be platted lies fully or partially within the ETJ of a city, the platting procedure shall be accomplished in accordance with the current, applicable interlocal agreement (HB 1445) between the County and that city. A table is included in Appendix E summarizing the plat review and approval authority for the various ETJ's within the County.
- 3.4 For a condominium development, the development shall comply in all respects with these Regulations and the Williamson County Engineering Guidelines, and an Application for plat approval of the proposed Subdivision shall be prepared and submitted to the Commissioners Court in accordance with the terms and procedures set forth in this Section.
- 3.5 For a Recreational Vehicle development, the development shall comply in all respects with these Regulations and the Williamson County Engineering Guidelines, and an Application for plat approval of the proposed Subdivision shall be prepared and submitted to the Commissioners Court in accordance with the terms and procedures set forth in this Section.
- 3.6 For a Multi-unit Residential Rental Development, the development shall comply in all respects with these Regulations and the Williamson County Engineering Guidelines, and an Application for plat approval of the proposed Subdivision shall be prepared and submitted to the Commissioners Court in accordance with the terms and procedures set forth in this Section.
- 3.7 If the subdivision will contain on-site sewage facility (OSSF), an OSSF subdivision application shall be filed simultaneously with Williamson County OSSF Program. A tract that has been subdivided without compliance with the Williamson County Subdivision regulations will be ineligible to obtain a permit for the construction or modification of an On-Site Sewage Facility located on the tract.
- 3.8 In those ETJ's where the interlocal agreement provides for a joint review by both the city and the County (reference is made to Appendix E), an Application shall be filed with the city. If the subdivision will contain an on-site sewage facility (OSSF), an OSSF Subdivision Application must be filed simultaneously with the Williamson County OSSF Program regardless, if the property is located within the city limits, ETJ, or in an unincorporated area of the county.
- 3.9 Since the County must approve, approve with conditions or disapprove an Application within 30 days, it is the obligation of the Owner to submit a complete application to allow for proper review by the County. If this is not done, the submission will be considered incomplete, and a new application must be filed.
- 3.10 The application shall also be submitted to the appropriate emergency services district (ESD) or the County Fire Marshal's Office for review and comment.
- 3.11 The preliminary plat application, review and approval procedure will be the same as that for a final plat for subdivisions within the County.

- 3.12 If plat consists of four or fewer lots and does not require creation of new roads, the plat may be submitted for review and approval as a minor plat. For a minor plat, no area within the plat may include a FEMA-mapped floodplain nor have a watercourse whose upstream drainage basin is larger than 64 acres within or adjacent to the plat. It must also meet exemptions for detention outlined in Appendix B11 and meet the requirements of Section 5, 4.12 and 4.13.
- 3.13 Prior to any subdivision of land and any official submittal of a plat for review, it is recommended that the Owner set a meeting with the County Engineer. The Owner should present a draft preliminary plat on paper showing the proposed road alignments and lots and discuss any special issues of concern regarding the subdivision. The County Engineer will provide general comments and requirements to the Owner.
- 3.14 The Owner shall then submit to the County Engineer a completed application form (Appendix D), the appropriate application review fee and all other items listed in the plat completeness checklist (Appendix P). Confirmation of the receipt of a complete Application and fee will be provided to the Owner. Confirmation of receipt does not approve any portion of the Application, nor does it waive requirements for any additional information not contained as part of the Application which may also be needed as a part of the review process.
- 3.15 The County has 10 business days from the date the application was received to notify the Applicant of any missing items in order to be considered a complete application.
- 3.16 An Application is considered received by the Commissioners Court on the date the submittal is determined complete.
- 3.17 In such cases where additional information is needed, the 30-day review period will begin only after receipt of a complete application.
- 3.18 In those ETJ's where the interlocal agreement provides for a joint review by both the city and the County (reference is made to Appendix E), the applicable review fee for both the city and the county shall be paid in a lump-sum amount, payable to the city.
- 3.19 The County Engineer will review the Application for compliance with these Regulations.
- 3.20 If the application is disapproved, the County Engineer will return written comments and recommendations to the Owner or, in the case of a joint review, to the appropriate city.
- 3.21 The Owner shall address the comments and recommendations and submit a written response that remedies each reason for disapproval, and, if necessary, set a meeting with the County Engineer to resolve the comments.
- 3.22 The Owner shall resubmit the Application with the appropriate changes for additional review and/or recommendation for approval by the Williamson County Commissioners Court. An additional 15-day review period will begin upon receipt of a complete revised Application.
- 3.23 An Application shall expire five years after the date of the Application if the project becomes dormant, as defined by Section 245.005 of the Texas Local Government Code, as amended.
- 3.24 The review cycle (Subsections 3.17 through 3.21) shall continue until all comments have been addressed. No approval in any form including, but not limited to, the Judge's signature or verbal Commissioners Court action shall be given on any subdivision until the Owner has provided all necessary recorded easements and has met every subdivision requirement or has obtained a variance.



- 3.25 After all comments have been addressed, and prior to the County Engineer recommending approval of a preliminary or a final plat to the Commissioners Court, the Owner shall supply the County Engineer with four digital files of the plat. A paper copy is not required. One file shall be in an Adobe .pdf format, and the other files shall be in an AutoCAD .dwg, .dgn, and .shp format. All entities or objects within the AutoCAD drawing file shall be at zero elevation. The coordinate system of the electronic drawing shall be the Texas State Plane Coordinate System, Central Zone, U.S. Survey feet, grid coordinates. Right-of-way centerlines, real property boundary lines, (lots, blocks, external subdivision boundary, rights-of-way, etc.) and text shall each reside on independent or separate layers.
- 3.26 Two digital files of the plat shall also be supplied to the Williamson County 911 Addressing Coordinator in accordance with the requirements of Subsection B10.1.
- 3.27 After all comments have been addressed and the required digital files received, the County Engineer will place the plat and, if necessary, a variance request on the next available Commissioners Court agenda recommending approval.
- 3.28 If a plat or variance is not approved by the Commissioners Court, or is approved with condition(s), a list of items necessary to render the plat acceptable will be submitted to the Owner.
- 3.29 An approved preliminary plat is required prior to approval of a final plat.
- 3.30 Unless a preliminary plat approval is followed by a final plat approval within five years from the date of approval of the preliminary plat, the preliminary plat lapses and the preliminary plat must be resubmitted for approval.
- 3.31 A revised preliminary plat application shall be required if there has been a cumulative revision to 10% of the number of lots or a cumulative revision to 10% of the linear feet of road.
- 3.32 A revised preliminary plat may be required if there has been a revision to the applicable Flood Insurance Rate Map (FIRM) since the approval of the original preliminary plat.
- 3.33 It shall be unlawful to cause to be recorded, any preliminary plat of land with the County Clerk.
- 3.34 If the owner desires to make any changes to the final plat after it has been approved by the Williamson County Commissioners Court, but prior to recording, the Owner shall re-submit the final plat including the changes for additional review and/or recommendation for approval by the Williamson County Commissioners Court.
- 3.35 Following approval of a final plat by the Williamson County Commissioners Court, the Owner (or authorized Agent) shall submit the plat to the County Clerk for recording in accordance with the requirements of the County Clerk's office as found in Appendix K.
- 3.36 If a final plat is not recorded within five years of the approval by the Commissioners Court, the approval of the final plat expires. A single six-month extension may be granted by the Commissioners Court.

## Section 4 - Preliminary Plat Requirements

Every preliminary plat shall include all of the following:

- 4.1 Original submission date and/or date of revision, north arrow, scale and name of the proposed preliminary plat.
- 4.2 A legend with all acronyms, line work, and hatching defined and the plat must be legible with a minimum font size of 8-point type. Adequate space must be provided for time and date entries within signature blocks.
- 4.3 A vicinity map, drawn at a scale appropriate to show all nearby major roadways and sufficient in detail to identify the location of the proposed plat.
- 4.4 The preliminary plat (including the entire parent tract if only a portion of that tract is to be subdivided) shall be shown on a single sheet, regardless of its acreage. The preliminary plat may also be separately shown on multiple sheets if necessary, to show all detail and required information as required by this section.
- 4.5 Name, address, telephone number and email address of the professional individual(s) or firm(s) responsible for the preparation of the plat.
- 4.6 Name, address, telephone number and email address of the property Owner(s) of record.
- 4.7 All adjacent property owner's names, addresses, deed record, or subdivision name, block and lot number.
- 4.8 County boundaries, city limits, ETJ boundaries, and subdivision section and/or phase boundaries.
- 4.9 Size, in acres, of all daughter tracts including the remaining portion of the original tract.
- 4.10 Centerline tangent lengths and curve data for all proposed roads.
- 4.11 Road names and road designation (whether the road will be public or privately owned), pavement width and right-of-way width for all proposed roads within and all existing roads abutting the plat.
- 4.12 Survey ties across all existing right-of-way located adjacent to the boundary of the subdivision. Each tie shall show the bearing and distance from a proposed property pin to an existing property pin or fence if a pin cannot be found. Based upon this tie, an approximate right-of-way width shall be shown. The intent of this requirement is to assist in determining if additional right-of-way is needed.
- 4.13 A dimension from the centerline of the existing pavement to the edge of the right-of-way.
- 4.14 All existing property lines and proposed lot lines with approximate bearings and dimensions. For required lot widths and minimum lot size, refer to Appendix F1.
- 4.15 Building setback lines for each proposed lot. For building setback requirements, refer to Appendix F2.
- 4.16 Existing topographic contours at minimum two-foot intervals. Contour information shall be provided outside of the plat boundary to the extent necessary in order to establish off-site drainage patterns.

- 4.17 Proposed easements, existing easements and detention basins, if needed, based on the requirements outlined in Appendix B11.
- 4.18 Location of existing and proposed water and sanitary sewer utilities.
- 4.19 If the source of water intended to supply a subdivision is groundwater, then a report must be prepared by an Engineer or Geoscientist, licensed in the State of Texas, that certifies that there is adequate groundwater available for the subdivision, per the requirements in Chapter 230 of the Texas Administrative Code.
- 4.20 Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property.
- 4.21 A Preliminary Plat Drainage Report shall be submitted with the preliminary plat. The report shall be signed and sealed by a professional engineer and is required to be complete and approved prior to approval of the preliminary plat. The Preliminary Plat Drainage Report must support and encompass the overall full extent of the preliminary plat and be sufficient in scope to support the layout of lots and roadways, runoff analyses, drainage infrastructure, detention needs, and any necessary floodplain study.

If the proposed subdivision is not being phased or divided into multiple sections, or if there is no infrastructure to be constructed, the Preliminary Plat Drainage Report may also be considered the same as the Refined Drainage Report, if it is sufficient in detail and scope as outlined under the Refined Drainage Report requirements per Appendix B11.14.

If the proposed subdivision has multiple sections and/or multiple phases, a subsequent refined and detailed drainage report will be required to support each section or phase as appropriate. These Refined Drainage Reports shall be included with the submission of associated construction plans. Each report must be sufficient in detail and scope as outlined under the Refined Drainage Report requirements per Appendix B11.14.

At a minimum, the Preliminary Plat Drainage Report, submitted with the preliminary plat, must include items shown in Appendix B11.13.

If the preliminary plat is exempt from detention requirements, does not require a floodplain analysis, and no infrastructure is to be constructed, then a drainage report is not required.

- 4.22 The location, zone classification and panel effective date of the 100-year floodplain as identified on the most current Williamson County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- 4.23 If there are any areas within the plat that include a FEMA-mapped floodplain with a Zone A or AE classification, or if there exists within or adjacent to the plat any watercourse whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the NOAA Atlas 14 100-year floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. The NOAA Atlas 14 precipitation values shall be taken from the Williamson County rainfall zones for a 24-hour duration storm. Within Zone AE classification, the pre-Atlas 14 FEMA Zone AE, 500 yr. water surface elevation, may be utilized as an alternative to the 100 yr. NOAA Atlas 14 floodplain. These NOAA Atlas 14 precipitation zones and rainfall data, for Williamson County, can be found in Exhibit 2 and the associated tables. This study shall be sufficient in scope to determine and establish a base flood elevation (BFE) for all points within the plat. The 100-year floodplain boundary shall be shown on the plat.

- 4.24 The location of proposed cluster mailboxes, if they will be used.
- 4.25 Proof of submittal of preliminary plat to TxDOT must be provided for all lots with proposed access to a TxDOT roadway.

## Section 5 - Final Plat Requirements

Every final plat shall include all of the following:

- 5.1 Final plats shall match the applicable area of the approved preliminary plat and shall be prepared using the approved, non-expired, preliminary plat as its template.
- 5.2 Original submitted date and/or date of revision, north arrow, scale and name of the proposed final plat.
- 5.3 A legend with all acronyms, line work, and hatching defined and the plat must be legible with a minimum font size of 8-point type. Adequate space must be provided for time and date entries within signature blocks.
- 5.4 A vicinity map, drawn at a scale appropriate to show all nearby major roadways and sufficient in detail to identify the location of the proposed plat.
- 5.5 Name, address, telephone number and email address of the professional individual(s) or firm(s) responsible for the preparation of the plat.
- 5.6 Name, address, telephone number and email address of the property Owner(s) of record.
- 5.7 All adjacent property owner's names, deed record, or subdivision name, block and lot number.
- 5.8 County boundaries, city limits, ETJ boundaries, and existing subdivision section and/or phase boundaries.
- 5.9 Road names, centerline lengths, design speed, designation (i.e. whether public or private), and right-of-way widths for each road in the proposed subdivision shall be shown in a table on the plat.
- 5.10 If the plat is to be a private subdivision (containing privately maintained roads), the title of the plat shall contain the phrase, "A Private Subdivision". Refer to Section 10 for additional requirements.
- 5.11 All existing and proposed plat boundary lines, phase/section lines, and lot lines with bearings and distance. Bearings shall be based on the Texas State Plane Coordinate System, Central Zone. Distances shall be surface distances expressed in U.S. Survey feet. A Combined Scale Factor shall be specified on the face of the plat to eight decimal places (example: 0.12345678) to facilitate the conversion of surface distances to grid distances. At least two external boundary corners of each block within the subdivision shall have grid coordinates depicted on the plat to the nearest one hundredth of a foot (0.01 feet).
- 5.12 Building setback lines for each proposed lot. For building setback requirements, refer to Appendix F2. For subdivisions located within an ETJ, this may be shown on the drawing or included as a plat note.
- 5.13 Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor, describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the subdivision is a part, according to the best available data.
- 5.14 All subdivision boundary corners, angle points, Points of Curvature, Points of Tangency, lots, blocks and rights-of-way within the subdivision shall be set by a Texas Registered Professional Land



Surveyor in compliance with the Texas Board of Professional Land Surveying Act and the Board Rules before the plat is recorded.

- 5.15 Any vertical elevations depicted on the plat shall be expressed in U.S. Survey feet and shall indicate the specific vertical datum used. Describe and locate at least one vertical reference mark used to verify or establish said datum, and indicate the vertical elevation used at each vertical reference mark.
- 5.16 Roads shall be dedicated to the public except as indicated in Section 10. The dedication of all public roadways and easements shall be accomplished free of liens. The Owner may dedicate either the fee ownership in the land or an easement for road, drainage and utility purposes, at the Owners' option. The dedication shall be accompanied by a plat note as found in Appendix C1. The Owner's and any lien holder's dedication, and restrictions if any, duly acknowledged in the manner required for acknowledgement of deeds, shall also be provided.
- 5.17 For road widening and drainage purposes the Owner may dedicate either the fee interest in the property or a right-of-way easement for road widening and drainage improvements at the Owners' option. Right-of-way easements for widening roadways or improving drainage must be accompanied by a plat note as found in Appendix C2 placing the burden of maintaining the property upon the Owner until a road or drainage improvements are actually constructed on the property.
- 5.18 If public roadways are to be built as part of the plat, the plat note regarding the responsibility for construction of roadways as found in Appendix C3.
- 5.19 Approval from TxDOT must be provided for lots with proposed access to a TxDOT roadway.
- 5.20 The plat note regarding Owner's responsibilities as found in Appendix C4, if not contained in the Owner's dedication.
- 5.21 All proposed easements and existing easements of record that have a designated route shall be shown on the plat with bearings and dimensions. The Owner shall be responsible for coordinating with all utility providers the location of all utility easements that are shown on the final plat.
- 5.22 The on-site sewage facility (OSSF) setback as required by the Rules of the Williamson County On-Site Sewage Facilities Program.
- 5.23 The location, zone classification and panel effective date of the 100-year floodplain as identified on the most current Williamson County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- 5.24 If a floodplain study or detention is required, a Refined Drainage Report shall be submitted with the Final Plat. The Refined Drainage Report shall be signed and sealed by a professional engineer and is required to be complete and approved prior to approval of the construction plans. The Refined Drainage Report should be consistent with the Preliminary Plat Drainage Report and must include applicable runoff, detention analyses, and floodplain study.

The Refined Drainage Report must support and encompass all drainage analyses and details provided in the construction plans and final plat, including but not limited to, infrastructure elements such as roadways, bridges, culverts, storm drain systems, open channels, and detention ponds. The Refined Drainage Report shall also be sufficient to establish adequate floodplain minimum finished floor elevations (FFE) on final plats. At a minimum the Refined Drainage Report, submitted

with the construction plans, the refined drainage report shall include items shown in Appendix B11.14. The Refined Drainage Report must be approved before review of Final Plat.

- 5.25 For a Recreational Vehicle (RV) development, the portions within identified floodplains shall provide an evacuation plan that outlines how the owner will be notified of an impending flood event and how the owner will notify and evacuate the residents of the development.
- 5.26 A minimum lowest finished floor elevation (FFE) for buildings shall be established for each lot adjacent to the floodplain. To minimize flooding of the building, this minimum FFE shall be at least one foot above adjacent finished grade and one foot above BFE. Exceptions can be made at entrance and egress points, where necessary, to meet the Americans with Disabilities Act (ADA) where the access is designed by a Professional Engineer. Recreational Vehicle parking pads must also be placed at one foot above the BFE. For larger lots where the BFE varies, a minimum FFE shall be established at the upstream and downstream lot line and explained in a plat note. The plat shall include a statement indicating how the minimum FFE was established (See Appendix C10). All lots on a plat should be developed to promote positive drainage by grading away from structures in order to reduce the risk of flooding.
- 5.27 As determined by the Floodplain Administrator, if a driveway must cross an identified floodplain in order to develop the lot, a driveway design by a licensed Professional Engineer is required before Refined drainage report approval. The driveway design within the floodplain shall accommodate a minimum 10-year storm event without overtopping the driveway at any point. The proposed floodplain boundary with the proposed driveway design, shall be shown on the plat with notes and/or a table specifying the culvert design for the driveway across the floodplain. The minimum FFE for the lot shall be consistent with this proposed driveway analysis.
- 5.28 If any areas within the plat include a 100-year floodplain (as determined by the results of an engineering study or as established by a FEMA flood study), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.
- 5.29 The plat note as found in Appendix C5 for Commissioners Court approval, including authorization for the County Clerk to file the plat for record, and the County Clerk's certification as found in Appendix C6. The County Judge's approval and the County Clerk's certification shall be located in the lower right hand corner of the last sheet of the plat with the County Clerk's approval being last. These signatures shall be obtained after approval by the Williamson County Commissioners Court.
- 5.30 All parcels within the boundary of the subdivision shall have a block and lot number shown on the plat drawing.
- 5.31 If any lot within the plat will be served by a well or an on-site sewage facility, a signature block as found in Appendix C7 shall be placed on the plat for approval by the Williamson County Engineer. This block shall show that they have examined the plat and that it is in compliance with the Williamson County On-Site Sewage Facility Regulations, Construction Standards for On-Site Sewage Facility Regulations as published by the Texas Commission on Environmental Quality (TCEQ), and regulations of the Edwards Aquifer, Chapter 213 Subchapter A, Section 213.1 to 213.14 of the Texas Administrative Code, as amended. This signature block must be signed by a representative of the District prior to final plat approval.

- 5.32 If rural route mailboxes are proposed, the plat note as found in Appendix C10 for placement of such mailboxes.
- 5.33 If any areas of the plat are located within the ETJ of a city, the signature block as found in Appendix C8 for the Williamson County Floodplain Administrator's approval.
- 5.34 If any areas of the plat are located outside of incorporated areas, the appropriate floodplain-related plat notes as found in Appendix C11.
- 5.35 If required, a signature block as found in Appendix C13 on the plat for road name and 911 addressing approval by the Williamson County 911 Addressing Coordinator. Refer to Appendix E of these Regulations regarding whether this block is required in certain ETJ's.
- 5.36 If the roads within the subdivision will be private, include the appropriate note(s) per the requirements of Section 10.
- 5.37 It is the responsibility of the Owner to assure that the proposed name of the subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.
- 5.38 Driveway culverts for all lots shall be designed by a registered professional engineer (except for minor plats) and shall be shown on a table on the plat. The table shall include the lot number, culvert length, size and invert elevations. This information shall also be placed in the deed restrictions for the lots in the subdivision. Design requirements are outlined in Appendix B.
- 5.39 The Owner shall provide a letter of serviceability from an entity or entities providing water service.
- 5.40 A plat note stating the utility service providers, as found in Appendix C10.
- 5.41 Any improvements proposed within the right-of-way including, but not limited to, irrigation, landscaping, sidewalks, subdivision identification signs, etc. shall be maintained in accordance with an executed license agreement between the County and the Owner.

## Section 6 - Amending or Vacating a Plat

- 6.1 The owner of a previously recorded lot may create an amended plat to create six or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if:
- a. The changes do not affect any applicable County regulations, including zoning regulations if the County has authority to adopt zoning regulations; and
  - b. The changes do not attempt to amend or remove any existing covenants or restrictions; and
  - c. All applicable requirements of Section 232.009 of the Texas Local Government Code, as amended, are met.
  - d. The amended plat is prepared in accordance with the final plat requirements in Section 5.
- 6.2 The vacation of an existing plat shall be accomplished in accordance with the applicable provisions outlined in Section 232.008 and/or 232.0083 of the Texas Local Government Code, as amended.
- 6.3 If an amended plat or a vacated plat is not recorded within two years of the approval by the Commissioners Court, the approval of the amended or vacated plat expires. A single six-month extension may be granted by the Commissioners Court.

## Section 7 - Financial Responsibilities and Guarantees

- 7.1 To protect the public interest, the Commissioners Court of Williamson County hereby decrees under the provisions of Chapter 232, Local Government Code, that the Owner of any tract of land that desires to obtain approval of a subdivision plat for recording a plat in the County records shall construct all roads and drainage facilities, including storm water detention, and any other items required by other governmental agencies, in said subdivision to the standards and specifications set forth in the Engineering Guidelines incorporated as Appendix B of these Regulations before offering said plat for approval, unless exempted by Section 7.2. If the subdivision is required to construct off-site storm water detention, then surety will be required for the construction of the detention facility prior to beginning construction of the subdivision improvements. This surety will be released upon completion of the construction of the detention facility and acceptance of the construction by the County Engineer. For subdivisions that require shared driveway access to lots, all driveways will be required to be constructed, inspected and approved by the County before the final plat approval.
- 7.2 If the owner desires to have the plat placed on record before completion of construction of the roads and drainage, then the owner shall give a good and sufficient bond, cash, or letter of credit and have received approval of the construction plans. Such security is applicable regardless of whether the roads will be dedicated to the public or if they are to remain private. This security must be payable to the County Judge, or his successors in office, of Williamson County, Texas, for the estimated cost of construction according to the calculations of a Registered Professional Engineer. The security shall contain an amount sufficient for administering the re-bidding of the proposed construction should this become necessary. Release of the security shall be conditioned on the completion (in compliance with the Engineering Guidelines) of all the roads and drainage facilities shown on the plat. In lieu of such security, the Owner may provide an executed deed of trust creating a first lien to the County in order to secure construction of the improvements. If a performance bond or letter of credit is issued, the original document must be received before the Commissioners Court can approve the plat.
- 7.3 In areas within the ETJ of a city, the city's policy for posting of fiscal security for incomplete construction may apply if the Commissioners' Court finds that the City policy provides adequate protection of the County's and public's interest in the land development and construction of infrastructure, and the County is named with the City on the financial document.
- 7.4 The Owner shall be entitled to partial reductions of the security requirement upon written approval by the County Engineer and the County Judge, and in accordance with the City ordinance when the subdivision lies inside the ETJ of a city.
- 7.5 Security shall expire after a period of two years, and shall automatically renew for subsequent two-years periods until construction has been completed and the security is released. At the end of each two-year renewal period, an increase in the surety amount may be required due to cost increases in construction labor and materials, and administrative costs, experienced over the previous two-year period.



## Section 8 - Construction Plans

- 8.1 The Owner shall submit construction plans for roads, drainage, stormwater management facilities, channel grading, traffic signage and utilities within a platted subdivision to the County Engineer for approval prior to beginning construction and prior to the approval of a final plat. One full-size paper copy and one electronic (.pdf format) copy of the construction plans are required for the initial review. Subsequent construction plan submittals shall consist of an electronic (.pdf format) only. These plans shall show the location of water, sanitary sewer and storm sewer utilities, and shall show proposed easements for privately-owned utilities (electric, cable television, gas, telephone, etc.). These plans shall include the design requirements as described in Appendix B, Engineering Guidelines. The cover sheet of the construction plans shall contain a signature block for approval of the County Engineer.
- 8.2 Upon approval of the construction plans, the Owner shall pay an inspection fee in the amount of 2.5% of the estimated construction cost for the roads and drainage facilities, according to calculations by a Registered Professional Engineer. These calculations must be approved by the County Engineer.
- 8.3 When submitting the construction plans for approval by the County Engineer, an electronic version of the construction plans (.pdf format) shall accompany the construction cover sheet.
- 8.4 If landscaping, irrigation, sidewalks, illumination, water quality features, etc. are proposed within the right-of-way, the Owner shall create a mandatory homeowners association that shall be responsible for the maintenance and liability of these features. This organization shall have assessment authority to insure the proper funding for maintenance. A maintenance agreement shall be executed between the County and the organization prior to acceptance of the construction.
- 8.5 Once construction has been completed but prior to submitting a warranty bond to the County, the Owner shall provide the County Engineer with a digital file of the "As Built" plans showing the original approval signatures and the seal of a Registered Professional Engineer. Any changes made during construction shall be reflected in the As Built plans. As Built plans shall clearly show pavement structure built including limits, thicknesses and any variations from approved Construction Plans. These plans are to show the improvements as they were actually built. The file shall be in an Adobe .pdf format. A paper copy is not required.
- 8.6 When traffic signal and additional turn lanes are required due to anticipated future traffic generated by the subdivision as determined by the County Engineer or an independent traffic engineer, the cost of future traffic signals shall be deposited with the County. Installation of such signals shall be the responsibility of the Owner. Turn lanes shall be constructed in conjunction with the roadways.
- 8.7 A Refined Drainage Report shall be submitted with the associated construction plans. The Refined Drainage Report shall be signed and sealed by a professional engineer and is required to be complete and approved prior to approval of the construction plans. The Refined Drainage Report should be consistent with the Preliminary Plat Drainage Report and must include applicable runoff, detention analyses, and floodplain study.

The Refined Drainage Report must support and encompass all drainage analyses and details provided in the construction plans and final plat, including but not limited to, infrastructure elements such as roadways, bridges, culverts, storm drain systems, open channels, and detention ponds. The Refined Drainage Report shall also be sufficient to establish adequate floodplain minimum

finished floor elevations (FFE) on final plats. At a minimum the Refined Drainage Report, submitted with the construction plans, shall include items shown in Appendix B11.14.

## Section 9 - Maintenance

- 9.1 By accepting a subdivision plat for filing, the Commissioners Court does not thereby accept the roads and associated drainage facilities in the subdivision for ownership or maintenance by the County. The Owner of the platted lots is responsible for maintenance of all roads within subdivision until such time as the construction of the roads have been accepted by the County.
- 9.2 The County will consider accepting roadways for maintenance after a period of two years from the completion of the infrastructure, the closure of any outstanding items to be repaired (punch list), and upon approval by the County. Upon approval by the County, to begin two-year period, a statement of provisional acceptance will be issued. Provisional acceptance will include the County assuming traffic operations for all applicable roadways. Should the roadways not ultimately receive acceptance for maintenance, the County will release it's the provisional acceptance and no longer assume traffic operations.
- 9.3 The County will consider accepting a road for maintenance only after dedication to the public of an easement or fee interest in the roadway.
- 9.4 Any improvements, roadway easements, or right of way to be accepted by the County should be free of existing easements or be accompanied by approval of the encroachment from the easement holder.
- 9.5 In addition, written certification from a Registered Professional Engineer is required, stating that the facilities were constructed in accordance with the applicable subdivision regulations with any approved variances in effect when the subdivision was recorded (or has been upgraded to those standards). If a final plat for the subdivision where the facilities are located was never recorded, the facilities must meet the current applicable subdivision regulations with any approved variances.
- 9.6 The enforcement of plat restrictions is the responsibility of the Owner(s) of the subdivision; however, in an Extraterritorial Jurisdiction both the city and the Commissioners Court of Williamson County shall have the right and authority to enforce plat restrictions through appropriate legal procedure to prohibit the construction or connection of utilities or issuing of permits unless or until the requirements of the plat restrictions have been achieved.
- 9.7 County will assume no responsibility for drainage ways or easements in the subdivision outside of the roadway right-of-way. Maintenance and liability of improvements including but not limited to landscaping, illumination, sidewalks, water quality features, storm water controls, or any other improvements required by other governmental agencies shall not be the responsibility of the County.
- 9.8 County will assume no responsibility for driveway maintenance. If obstructions occur within the driveway culvert, the County reserves the right to clear obstructions that are causing adverse impacts to the roadway.

## Section 10 - Private Subdivisions

If an Owner wishes to create a subdivision utilizing private roads, it must meet the following requirements:

- 10.1 Private roads must meet all county road standards, except where specific variances have been granted by Commissioners Court for adequate cause in each case.
- 10.2 The title of the final plat for private subdivisions shall contain the phrase, "A Private Subdivision".
- 10.3 The subdivision plat and restrictions must contain a statement that Williamson County will never accept or maintain the roads.
- 10.4 A homeowners association with assessment authority shall be formed in conjunction with the recording of the final plat. Membership in the association shall be mandatory for each lot owner. The association shall be responsible for the maintenance of the roads in the subdivision.
- 10.5 The subdivision plat must contain a statement that the roads shall be maintained to such a standard which will allow emergency vehicles access for the roadway design speed in perpetuity by the homeowners association, and must contain a mechanism for assessing the Owners within the subdivision to produce adequate revenue for perpetual maintenance. (Refer Appendix C10)
- 10.6 The plat must contain a requirement that every deed contain notice to the grantee that all roads are private, that the homeowners association shall be perpetually liable for maintenance, that the County will never accept them for maintenance, and that the quality of the roads must be maintained as to not affect access by public service agencies such as police, fire, and emergency medical services. (Refer Appendix C10)
- 10.7 All arterial roads must be dedicated to the public and constructed to County standards. Other roads shall be dedicated to the homeowners association for the use of the property owners, their assigns and successors, and emergency response agencies.
- 10.8 A sign shall be placed at the entrance of the subdivision clearly stating that the roads in this subdivision are private roads. The location of this sign shall be shown in the construction plans.
- 10.9 The Owner shall provide a maintenance schedule for the roads to the County Engineer for approval prior to placement of the final plat on the Commissioners Court agenda for approval. The schedule shall include the maintenance activities, their cycle of occurrence, and the current cost of providing the maintenance activity. The total cost of the activities along with a rate of inflation shall be used to determine the annual assessment per lot.
- 10.10 Any Owner that gates the entrances to the subdivision shall provide either a crash gate or a lock box and a letter of approval from all of the affected emergency response agencies stating their approval of full time access to and from the subdivision.
- 10.11 The County will not be responsible for providing enforcement of traffic control within private subdivisions.

## Section 11 - Variances

- 11.1 The Commissioners Court of Williamson County shall have the authority to grant variances from these Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements of the rules.
- 11.2 Any person who wishes to receive a variance shall apply to the County Engineer.
- 11.3 The decision of the Commissioners Court whether to grant or deny a variance is at its complete discretion, and shall be final.

## Section 12 - Penalties

- 12.1 Section 232.005 of the Texas Local Government Code, as amended, provides for the enforcement of the state subdivision laws and of these Regulations.
- 12.2 A person commits an offense if the person knowingly or intentionally violates a requirement of these Regulations, including the Engineering Guidelines and other appendices incorporated herein. Such offense is a Class B Misdemeanor, punishable by (1) a fine not to exceed \$2,000; (2) confinement in jail for a term not to exceed 180 days; or (3) both such fine and confinement. (Texas Penal Code, Title 3, Ch. 12, Sec. 12.03, as amended).
- 12.3 A person may be jointly responsible as a party to an offense if the person (acting with intent to promote or assist the commission of the offense) solicits, encourages, directs, aids, or attempts to aid another person to commit the offense (Texas Penal Code, Title 2, Sec. 7.01, as amended). Thus, a real estate agent or broker, a lender, an attorney, a surveyor, an engineer, a title insurer, or any other person who assists in violating these Regulations may also face criminal penalties.
- 12.4 Besides prosecuting a criminal complaint, the County Attorney or other prosecuting attorney for the County may file a civil action in a court of competent jurisdiction to enjoin any violation or threatened violation of these Regulations, and to recover damages.
- 12.5 A tract that has been subdivided without compliance with these Regulations will be ineligible to obtain a Certificate of Compliance, Driveway permit, Floodplain Development permit or a permit for the construction or modification of an On-Site Sewage Facility located on the tract.



# Appendix A – Platting Guidelines

As a guide to the public in determining when it is necessary to file a plat and comply with these Regulations (as amended), the Commissioners Court (as an incident of its power to enforce the subdivision laws and regulations under Chapter 232, Texas Local Government Code, as amended) has adopted the following policy guidelines stating when the division of an existing tract shall be considered by the Court to be a subdivision requiring the filing of a plat by law, and thus requiring compliance with these Regulations.

## A1 - Plat Required

- A1.1 In accordance with Chapter 232.001, Texas Local Government Code, (or if said section is amended) the owner of a tract of land located outside the limits of a municipality must have a plat of the subdivision prepared if the owner divides the tract into two or more parts to lay out:
  - A1.1.1 a subdivision of the tract, including an addition:
  - A1.1.2 lots: or
  - A1.1.3 streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.
- A1.2 A division of a tract includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for deed by using a contract for sale or other executory contract to convey, or by using any other method.
- A1.3 The final plat must be filed and recorded with the Williamson County Clerk.

## A2 - Exceptions by Law

- A2.1 A property that fronts on a public street whose boundary has not changed since February 1, 2000 is considered a legal lot
- A2.2 The County hereby adopts all of the exceptions to platting requirements as stated in Section 232.0015, Texas Local Government Code, and any amendments to said statute later adopted by the Texas Legislature.

## A3 - Additional Exceptions

- A3.1 The Commissioners Court has adopted the following additional policy guidelines stating when the division of an existing tract shall be considered exempt from the requirements for filing of a plat:
- A3.1.1 Any tract whose boundary has not changed since February 21, 1985 may be sold in its entirety without being platted.
- A3.1.2 A plat is not required when daughter tracts are created solely for purposes of platting them as individual subdivisions in their own right. The Owner must submit to the Court the preliminary plat for the project as a whole before claiming this exception.
- A3.1.3 A plat is not required when two adjacent landowners adjust or change the property lines which separate their respective tracts, so long as there is the same number of tracts and Owners after the transaction as existed before it. This exemption applies whether the transaction requires an exchange of land by both Owners, or only a transfer of land from one Owner to the other, and whether the transaction takes the form of a sale or of an exchange in kind. A new deed shall be filed for each reconfigured parcel.
- A3.1.4 Any land added to a tract through such a transaction shall become an integral part of that tract, and may not be separately conveyed except in compliance with the subdivision laws. Each resulting tract shall, of course, be subject to the minimum lot size requirements of these Regulations and other applicable laws. This exception does not apply if the adjustment will change the boundary between two legally platted lots, or add or subtract land from a legally platted subdivision.
- This exemption may not be exercised within two years of exercising another exemption.
- A3.1.5 A plat is not required when a smaller tract is surveyed out of the parent tract solely for the purposes of obtaining financing for purchase or improvement of that part of the property, provided that possession and primary beneficial ownership of the entire parent tract are intended to remain unified.
- A3.1.6 A plat is not required when a smaller tract is created by the legitimate foreclosure of a valid lien on a part of the parent tract. This provision does not exempt sham transactions or foreclosures staged to avoid the platting requirement.
- A3.1.7 A plat is not required if the property has been divided by the final decree of a court of record with appropriate jurisdiction.
- A3.2 All exemptions in this subsection must be approved in writing by the County Engineer prior to the division of the property. To claim any exemption, the person or entity who claims to be entitled to any exclusion to platting set out in these Guidelines must provide:
- A3.2.1 An affidavit claiming the exemption and setting out the detailed basis for exclusion from the platting requirement, subject to penalties of perjury (Appendix O).
- A3.2.2 A copy of the deeds or other instruments creating the daughter tracts referenced in the affidavit.

## A4 - Vesting Requirements

- A4.1 In accordance with V.T.C.A., Chapter 245, Local Government Code, a completed preliminary plat application submitted prior to the effective date of the ordinance from which this chapter is derived will be reviewed on the basis of any regulations or requirements in effect at the time the completed application is filed; unless, at the applicant's option, the applicant elects to proceed under the new regulations or requirements.
- A4.2 In reliance upon properly issued permits or approvals, any applicant that claims exception from any provision of this subchapter based upon a claim of vested rights shall file a request for vested rights determination with the County demonstrating:
- A4.2.1 The applicant made substantial financial commitments or assumed substantial financial obligations within the purview of the activities authorized by said permit or approval; and
  - A4.2.2 The applicant has proceeded in good faith, and no approvals or permits have lapsed or been revoked; or
  - A4.2.3 The applicant has established any other factor which may establish vested rights under state or federal law; or
  - A4.2.4 The applicant filed an application as provided in V.T.C.A., Local Government Code Ch. 245 prior to adoption of the regulations against which vested rights are claimed, that the regulations against which vested rights are claimed are not subject to an exemption as provided in V.T.C.A., Local Government Code § 245.004 and that the project has not become dormant as defined in V.T.C.A., Local Government Code § 245.005 and this chapter.
- A4.3 After receiving a request for vested rights determination, the County shall review the request and approve, deny or request additional information to be provided for consideration of the request within 20 working days. Upon review of the request, if the County finds that the applicant has provided sufficient information to establish that one or more permits exists on a project, the administrator shall issue a certificate to the applicant recognizing vested rights for the project and the terms and conditions required for the continuance of the vested rights.

## A5 - Private Real Property Rights Preservation Act

- A5.1 The County acknowledges a duty to comply with the Texas Real Property Rights Preservation Act ("Act"). In compliance with the Act, the County will prepare, periodically update and approve a Takings Impact Analysis, after requisite public hearings and notice.

# Appendix B – Engineering Guidelines

## B1 - Lot Requirements

- B1.1 For determining the area required for an on-site sewage facility, the minimum lot size shall be in accordance with the current regulations of the Rules of the Williamson County On-Site Sewage Facilities Program. Refer also to Appendix F1.
- B1.2 Minimum lot width requirements shall be in accordance with Appendix F1.
- B1.3 Minimum building setback requirements shall be in accordance with Appendix F2.

## B2 - Road Alignments

- B2.1 Roads shall be laid out so as to align with existing roads in adjoining or nearby subdivisions. No gaps between the subdivision and the public roadway system may be left. Arterials shall be placed and designed in accordance with the Capital Area Metropolitan Planning Organization (CAMPO) plan, the Williamson County Long Range Transportation Plan, or any other arterial roadway plan that contains the subdivision. Collectors and arterials shall be placed to facilitate the safe and efficient movement of traffic and in consultation with the County Engineer.
- B2.2 Unless all lots in a subdivision have an area of 5 acres or greater, road segments that have homes taking direct access onto them shall have a maximum spacing of 1,500 feet between stop conditions or 90° turns.
- B2.3 New roadways that do not connect to an existing public road will not be approved.
- B2.4 The County may require an internal road system that minimizes driveways and cross streets to existing County or other public roadways. The County may also require that lots bordering on an existing arterial road have access to an internal platted road and the final plat shall contain a restriction requiring driveways to connect only to an internal platted road.

## B3 - Minimum Road Design Requirements

- B3.1 The Owner must improve all existing roads within the plat, as well as all boundary roads to which the proposed subdivision will have direct access, to meet the requirements of these Regulations. The exclusion from the plat of a road that would provide access to future plats will not be permitted. Lots intended specifically for future roads will not be approved.
- B3.2 Unless otherwise stated in these Regulations, all roads shall be designed in accordance with the latest version of the Institute of Transportation Engineers "Urban Street Geometric Design Handbook", the latest version of the American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets" and the edition of the City of Austin's Transportation Criteria Manual (TCM) in effect as of the date of these regulations. Should there be a conflict between these publications, the more stringent value shall overrule. All references to "mountainous terrain" shall not apply to the County.
- B3.3 For purposes of this Appendix, average daily traffic (ADT) shall be defined as the anticipated average daily traffic at the time of complete build out of the subdivision, including any future development that may be served by a given road. For planning purposes, it shall be assumed that any future residential lots will generate 8 ADT. If an area of future development consists of two or more acres, it shall be assumed that such development will produce an ADT of 32 per acre, unless there is a note prohibiting future subdivision.
- B3.4 Arterial, Collector, and Local roadways shall be designed as follows:

Roadway Classification	Local Road		Minor Collector		Collector		Major Collector		Arterial Road	
Road Type	Rural	Urban or Non-residential	Rural	Urban	Rural	Urban	Rural	Urban	Rural	Urban
Driveways / Access Permitted	Yes	Yes	Yes	Yes	Yes	Yes	Non-residential	Non-residential	Non-residential	Non-residential
Min. Design Speed	25 mph		35 mph		35 mph		40 mph		45 mph	
Min. ROW width***	≥60 ft	≥50 ft	≥60 ft		≥60 ft		≥60 ft		≥120 ft	
ADT	<1000	<1000	<2,000	<3,000	2,000-4,000	3,000-4,000	>4,000	>4,000	>6,000	>6,000
Travel Way width	20 ft	30 ft	22 ft	37 ft	22 ft	45 ft	22 ft	45 ft	24 ft	2 x 24 ft
No. of Travel Lanes	2	2	2	2	2	2	2	2	2	4
Shoulder	4 ft*	-	4 ft	-	6 ft	-	8ft	-	8 ft	-
Median		-		-	-	-	-	-	-	20 ft
Curb and Gutter	Ribbon *	Standard	-	Standard	-	Standard	-	Standard	-	Standard



Roadway Classification	Local Road		Minor Collector		Collector		Major Collector		Arterial Road	
Road Type	Rural	Urban or Non-residential	Rural	Urban	Rural	Urban	Rural	Urban	Rural	Urban
Parking	Prohibited	2 sides	2 sides	2 sides	2 sides	2 sides	Limited **	Limited **	Prohibited	Prohibited
Notes: *4 ft paved shoulder or Ribbon curb required **Parking limited to cut-out parallel parking if provided in ROW *** See B3.5.7 Minimum paved width of 26 feet, exclusive of shoulders, ribbon curb and/or curb & gutter, is required for all roads with fire hydrants.										

B3.5 The following standards apply to all roads:

B3.5.1 Roads shall be dedicated to the public except as indicated in Section 10. The Owner may dedicate either the fee Ownership in the land or an easement for road, drainage and utility purposes, at the Owners' option.

B3.5.2 Where concrete curb and gutter are constructed, they shall be 24 inches in width with an 18-inch gutter pan. Where concrete ribbon curbs are constructed, they shall be 18 inches in width. For both types of curb, the pavement base course shall extend 18 inches beyond the back of the curb. The owner must avoid installation of irrigation, plantings, silt fence, etc. in the overbuild. All urban subdivisions shall utilize concrete curb and gutter. All concrete curb shall contain steel reinforcement. Reference is made to the detail included in Appendix H of these Regulations.

B3.5.3 Approaches to intersections shall have a minimum pavement width of 39 feet, measured LOG to LOG at the radius point, for a minimum length of 50 feet, when it is anticipated that, at full build out of the subdivision, the number of left turns from the approach will exceed 100 vehicles per hour. For clarity, a diagram showing this required configuration is included as Appendix K.

B3.5.4 On roads without curb and gutter and posted speed less than 40 mph, driveway/access spacing shall be no closer than 100 feet center to center. Driveway/access spacing on Non-Local roads shall adhere to Table B3.5.4.

**Table B3.5.4: Minimum Driveway/Access Spacing to Non-Local Street/ Roadways**

Posted or Prima Facia Speed Limit (mph)	Distance (ft)
40	305
45	360
> 50	425

*Notes: (1) Distances are for passenger cars on level grade. These distances may be adjusted for downgrades and/or significant truck traffic. Where present or projected traffic operations indicate*

*specific needs, consideration may be given to intersection sight distance and operational gap acceptance measurement adjustments.*

*(2) An existing property, as of the date of this regulations, with less than the required spacing (frontage) may be allowed a driveway. The driveway location will be at the discretion of the County Engineer and shall provide the maximum spacing between access points."*

B3.5.5 Residential, Agricultural, Commercial and Multi-family driveway design shall follow the geometry criteria as outlined in current driveway policy.

B3.5.6 Shared access driveways may be approved provided that a shared access easement is dedicated by plat or separate instrument and does not access more than three (3) residences. The developer must include a plat note located in Appendix C10.16, that states which lots share driveways. The shared driveways must be constructed, inspected and approved prior to submittal of a final plat application.

B3.5.7 Additional right-of-way shall be required to contain the extent of the roadway embankments.

B3.5.8 All roads shall maintain a height clearance of at least 14 feet.

B3.5.9 All roads with fire hydrants shall have a minimum paved width of 26 feet, exclusive of shoulders, ribbon curb and/or curb & gutter.

B3.5.10 In new subdivisions, the Owner shall install cluster mailboxes at location(s) approved by the County Engineer. The placement of individual or cluster mailboxes along arterial and collector roads shall not be permitted in new subdivisions, unless specifically approved by the County Engineer. Mailboxes shall not encroach in any fashion on or over sidewalks or other public walks or ways in the County right-of-ways and shall be installed in accordance with applicable postal regulations.

B3.6 The following requirements apply to dead end roads and cul-de-sacs:

B3.6.1 Dead end roads in residential developments that are not proposed to be extended at some time in the future and have a throat length of 150 feet or less shall have a cul-de-sac with a minimum right-of-way radius of 50 feet (40 feet to LOG). Nonresidential dead end roads and residential dead end roads having a throat length longer than 150 feet shall have a cul-de-sac with a minimum right-of-way radius of 60 feet (50 feet to LOG).

B3.6.2 Cul-de-sacs shall be constructed on a sufficient grade to insure a minimum of 0.4% cross slope grade and along the flow line of the gutter.

B3.6.3 "No Outlet" signs shall be placed at the entrance to the dead end road, even if the road is planned to be extended at some time in the future.

B3.6.4 Dead end roads that end at undeveloped property must be extended to the property line. At the terminus, a temporary cul-de-sac shall be provided for all such streets having a throat length more than 150 feet, constructed in accordance with the requirements of this Appendix. Hammerhead design will not be allowed; however, alternate designs, such as landscape center islands, may be considered by the County Engineer to ensure a sufficient turnaround area is provided.

B3.6.5 For all temporary cul-de-sacs, temporary easements shall be established for the portions of the cul-de-sac which lie outside the road right-of-way. Such easements which lie within the plat boundary shall be shown on the final plat. Easements which lie outside the boundary of the plat may be in the form of a separate document, but must be recorded prior to construction of any roadway improvements.

B3.6.6 Temporary cul-de-sacs shall be removed, pavement repaired, and drainage patterns restored upon subsequent extension of the dead-end roadway. This work shall include any driveways, culverts, and/or sidewalk extensions as needed to provide a functional roadway and retain access. This work shall be considered subsidiary to the extension project and included in those plans per the requirements of this Appendix.

#### B3.7 Additional Right of Way for Existing Roads

When a subdivision is adjacent to an existing road, the County Engineer shall determine the right-of-way width that will be necessary for the maintenance and improvement of the existing road. If the existing road is a major thoroughfare, as defined herein, the Owner shall dedicate to the public up to 120 feet in overall width of the right-of-way, as determined by the County Engineer. The Owner may dedicate either the fee ownership in the land or an easement for road, drainage and utility purposes, at the Owners' option.

## B4 - Construction – General

B4.1 A preconstruction meeting shall be scheduled prior to the start of construction. The Design Engineer, Owner, Contractor, Subcontractors, and County Engineer shall attend this meeting. All roads are to be constructed in accordance with the construction documents as approved by the County Engineer and in accordance with the specifications found in the current version of the "Texas Department of Transportation Manual Standard Specifications for Construction of Highways, Streets, and Bridges" unless otherwise stated on the construction documents approved by the County Engineer.

B4.2 All materials shall be sampled and tested by an Independent Testing Laboratory in accordance with the construction documents approved by the County Engineer. The Owner shall pay for all testing services and shall furnish the County Engineer with certified copies of these test results. The County Engineer must approve the test results prior to constructing the next course of the roadway structure. Any material which does not meet the minimum required test specifications shall be removed and recompacted or replaced unless alternative remedial action is approved in writing from the County Engineer.

B4.3 Except for electrical lines, all underground nonferrous utilities within a right-of-way or easement must be accompanied by ferrous metal lines to aid in tracing the location of said utilities through the use of a metal detector.

B4.4 All pavements are to be designed by a Registered Professional Engineer. The design shall be based on a 20-year design life and in conjunction with recommendations based upon a soils report of samples taken along the proposed roadways. Test borings shall be placed at a maximum spacing of 500 feet or other sampling frequency approved by the County Engineer based on recommendations provided by the geotechnical engineer. Borings shall be to a depth of ten ft or, if solid rock is encountered, one ft below non-fractured rock. The soils report and pavement design

shall be submitted to the County Engineer for review. The pavement design must be approved by the County Engineer prior to or concurrently with the review and approval of the construction plans. In addition to the basis of the pavement design, the soils report shall contain the results of sampled and tested subgrade for plasticity index.

## B5 - Subgrade

- B5.1 The preparation of the subgrade shall follow good engineering practices as directed by the County Engineer in conjunction with recommendations outlined in the geotechnical report. When the Plasticity Index (PI) is greater than 20, a sufficient amount of lime shall be added as described in Item 260 of the current edition of the TxDOT Standard Specifications for Construction until the PI is less than 20. If the addition of lime as described in Item 260 is not feasible, an alternate stabilizing design shall be proposed and submitted to the County Engineer for approval. The subgrade shall be prepared and compacted to achieve a dry density per TxDOT Item 132. In addition, proof rolling may be required by the County Engineer.
- B5.2 If Lime is necessary, then a sufficient amount of lime shall be added, as described in Item 260 of the current edition of the TxDOT Standard Specifications for Construction to properly stabilize subgrade. The use of Hydrated lime or lime slurry is approved; however, the use of Pelletized lime is not approved.
- B5.3 Prior to lime stabilization, a sulfate test of in situ soils shall be performed by developer to confirm the appropriate means and methods of stabilization. Provide sulfate test to County Engineer prior to stabilization.
- B5.4 Any variation to the County's stabilization requirements must be approved by the County Engineer.
- B5.5 The subgrade shall be prepared and compacted to achieve a dry density per TxDOT Item 132. In addition, proof rolling may be required by the County Engineer.
- B5.6 The subgrade shall be inspected and approved by an Independent Testing Laboratory and a certified copy of all inspection reports furnished to the County Engineer. The County Engineer must approve the report prior to application of the base material. All density test reports shall include a copy of the work sheet showing the percentage of the maximum dry (Proctor) density. The number and location of all subgrade tests shall be determined by the County Engineer.

## B6 - Base Material

- B6.1 Base material shall conform to Item 247 of the current edition of the TxDOT Standard Specifications for Construction, "Flexible Base". The base material shall be Type A Grade 4, or as approved by the County Engineer. Grade 4 material shall conform to the requirements of Table B6.1 below:

**Table B6.1: Gradation Specification for TY A, Grade 4**

Master gradation sieve size	Cumulative % Retained
2 ½"	-
1 ¾"	0
7/8"	10% - 35%
3/8"	30% - 65%
#4	45% - 75%
#40	70% - 90%
#200	87% - 95%

- B6.2 Each layer of base course shall be tested for in-place dry density and measured for compacted thickness. The number and location of all base test samples shall be determined by the County Engineer.
- B6.3 The base shall be prepared and compacted to achieve a minimum of 100% of the maximum (Proctor) dry density or as approved by the County Engineer upon recommendation by the testing laboratory. The maximum lift shall not exceed six inches. The base must be inspected and approved by an Independent Testing Laboratory and a certified copy of the test results furnished to the County Engineer for approval. Prior to the placement of the first lift of base, the stockpile shall be tested for the specifications found in Item 247 Table 1 and the result furnished to the County Engineer for approval.

## B7 - Bituminous Pavement

- B7.1 Urban roads require a minimum 2 inch wearing surface of HMAC Type D. The mix shall be from a TxDOT certified plant and the mix design shall be submitted to the County Engineer for approval prior to placement of the material.
- B7.2 If Providing mixture Type C or D, use performance grade (PG) binder 70-22. Provide PG binder that does not contain Recycled Engine Oil Bottoms (REOBs) or Poly Phosphoric Acid (PPA). Recycled Asphalt Pavement (RAP) is not permitted for use as a component of the HMACP. The Contractor is also not permitted the use Recycled Asphalt Shingles (RAS) as a component of the HMACP.
- B7.3 If providing mixture Type B, use PG binder 64-22. Provide PG binders that do not contain REOBs or PPA. For subsurface course Type B, the use of twenty percent (20%) RAP is permitted in the mix design. The Contractor is not permitted to use RAS as a component of the HMACP.



- B7.4 Target laboratory molded density is 96.5% for all mixtures without RAP and when using a Texas Gyratory Compactor (TGC) for designing the mixture. When using Superpave Gyratory Compactor (SGC) to design mixtures, submit the SGC mix design to the Engineer for approval.
- B7.5 All mixtures must meet the Hamburg requirement as stated in the table below.

High-Temperature Binder Grade	Test Method	Hamburg Wheel Test Requirements*
		Minimum # of Passes @ 0.5" Rut Depth, Tested @122°F
PG 64 or lower	Tex-242-F	7,000
PG 70	Tex-242-F	15,000
PG 76 or higher	Tex-242-F	20,000

*\* The County Engineer may accept Hamburg Wheel test results for production and placement if no more than 1 of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.*

- B7.6 Submit any proposed adjustments or changes to a job mix formula to the County Engineer before production of the new job mix formula.
- B7.7 Unless otherwise approved, provide Type B mixtures that have no less than 4.5% asphalt binder, and TY C and D mixtures with no less than 4.7% binder.
- B7.8 For Mixture Design Verification, provide the Engineer with two 5-gallon buckets of each aggregate stockpile to be used on the project and three gallons of each PG binder to be used on the project. Also provide sufficient quantities of any other additives that will be used in the HMA mixture. This must be done prior to approval of the mix design, unless already performed within a one-year time period.
- B7.9 Prior to allowing production of the trial batch, the Engineer will use the materials provided by the Contractor to perform the following tests to verify the HMA mixture design.
1. Indirect Tensile Test in accordance with Tex-226-F
  2. Hamburg Wheel Test in accordance with Tex-242-F
  3. Overlay Test in accordance with Tex-248-F
  4. Cantabro Test in accordance with Tex-245-F

For mixtures designed with a Texas Gyratory Compactor (TGC), the Engineer may require that the target laboratory molded density be raised to no more than 97.5% or may lower the design number of gyrations to no less than 35 for mixtures designed with an SGC if any of the following conditions exist.

1. The Indirect Tensile Test results in a value greater than 200 PSI
2. The Hamburg Wheel Test results in a value less than 3.0 mm
3. The Overlay Test results in a value less than 100 cycles
4. The Cantabro Test results in a value of more than 20% loss

In lieu of, or in addition to evaluating the mixture design prior to allowing a trial batch to be produced, the Engineer may also evaluate the mixture produced during the trial batch for compliance with the 4 tests listed above.

- B7.10 Contractor's Quality Control (CQC) test reports shall be submitted to the County Engineer on a daily basis. As a minimum, daily CQC testing on the produced mix shall include: Sieve Analysis TEX-200-F, Asphalt Content TEX-236-F, Hveem Stability TEX-208-F, Laboratory Compacted Density TEX-207-F, and Maximum Specific Gravity TEX-227-F. The number and location of all HMAC tests shall be determined by the County Engineer with a minimum of three, 6-inch diameter field cores secured and tested by the contractor from each day's paving. Each HMAC course shall be tested for in-place density, bituminous content and aggregate gradation, and shall be measured for compacted thickness. The number and location of all HMAC test samples shall be determined by the County Engineer.
- B7.11 Rural roads may use either the specifications found in Section B7.1 or a two-course surface in accordance with Item 316, treatment wearing surface, of the current edition of the TxDOT Standard Specifications for Construction. The type and rate of asphalt and aggregate shall be indicated on the plans as a basis of estimate and shall be determined at the preconstruction conference. Aggregate used in the mix shall be on the TxDOT Quality Monitoring Schedule. Aggregate shall be Type B Grade 4. Gradation tests shall be required for each 300 cubic yards of material placed with a minimum of two tests per each grade per each project. Test results shall be reviewed by the County Engineer prior to application of the material.

## **B8 - Concrete Pavement**

- B8.1 In lieu of bituminous pavement, Portland cement concrete pavement may be used. In such cases, the pavement thickness shall be a minimum of 9 inches of concrete, and shall be jointed and reinforced in accordance with the detail included in Appendix J. The mix shall be from a TxDOT certified plant. The mix design shall be submitted to the County Engineer for approval prior to placement of the material.

## **B9 - Concrete - General**

- B9.1 Unless otherwise specified, concrete shall be in accordance with Item 421 of the current edition of the TxDOT Standard Specifications for Construction and be placed in accordance with the applicable item.
- B9.2 All concrete shall be tested for compressive strength. One set of three concrete test cylinders shall be molded for every 50 cubic yards of concrete placed for each class of concrete per day, or at any other interval as determined by the County Engineer. A slump test shall be required with each set of test cylinders. One cylinder shall be tested for compressive strength at an age of seven days and the remaining two cylinders shall be tested at 28 days of age.

## **B10 - Road Names, Signs and Markers**

- B10.1 All roads shall be named, with prior approval for said name from the Williamson County 911 Addressing Coordinator. Roads must be named in a manner to avoid confusion in identification. Roads that are extensions of existing roads must carry the names of those in existence. Roads

that are not continuous, or which have 90 degree turns, shall have different names. The Owner shall provide the Coordinator with two digital files of the plat. One file shall be in an Adobe .pdf format, and the other file shall be in an AutoCAD .dwg format georeferenced to NAD 1983 State Plane Grid Coordinate System, Texas Central Zone (4203), with drawing units of US feet. The road names shall be displayed on standard intersection road marker signs erected by the Owner in compliance with the TxMUTCD "Street Name Signs" and at the locations as indicated on the construction plans.

- B10.2 Traffic control signs (such as stop, yield, and speed limit signs) shall be installed by the Owner of said subdivision in compliance with the latest version of the TxMUTCD and at the locations as indicated on the approved construction plans. Other traffic control signs, as shown on the construction plans, shall be installed to indicate any unusual traffic or road hazard or conditions that may exist. All traffic control devices shall be placed in compliance with latest version of the TxMUTCD and the construction cost shall be borne by the Owner.
- B10.3 A speed limit of 25 mph for local roads, 30 mph for collector roads and 40 mph for arterial roads within all platted subdivisions is hereby adopted. This limit may be changed only by Commissioners Court upon the basis of an engineering and traffic investigation showing that the prima facie maximum reasonable and prudent speed for a particular road (or part of a road) should be different.
- B10.4 The placement of a stop sign or a yield sign on the minor road at intersections shall be evaluated on a case-by-case basis in accordance with the TxMUTCD. An all-way stop sign (multi-way stop) is a traffic control device used to assign the right of way at intersections if certain traffic conditions exist and where the volumes of traffic on the intersecting roads is approximately equal. An all-way stop shall be installed only where warranted. According to the TxMUTCD, an all-way stop sign may be warranted when any of the following conditions exist:
- B10.4.1 Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B10.4.2 Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions
- B10.4.3 Where the following minimum traffic volumes exist:
- a. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
  - b. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
  - c. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

- B10.4.4 Where no single criterion is satisfied, but where Criteria B10.4.2, B10.4.3(a), and B10.4.3(b) are all satisfied to 80 percent of the minimum values. Criterion B10.4.3(c) is excluded from this condition.
- B10.5 For any road that is proposed to be extended at some time in the future, a minimum of five metal channel posts, equally spaced, shall be placed at the end of the road. Each post shall have an 18"x18" red diamond object marker sign (type OM-4 per TxMUTCD) placed four feet above the existing ground.
- B10.6 A future road extension sign shall be placed at the end of all roads and temporary cul-de-sacs that are proposed to be extended at some time in the future. The sign shall state the following: Future Extension of <name of road>.
- B10.7 Signage that differs from the standard signage that is maintained by the County shall be maintained in accordance with an executed license agreement between the County and the Owner. The signage shall be maintained in such a fashion to comply with the TxMUTCD requirements and the executed license agreement.
- B10.8 If shared driveways are required to be named by the Williamson County 911 Addressing Coordinator, the driveway names shall be displayed on standard marker signs (BLACK letters on a WHITE background) erected by the Owner in compliance with the TxMUTCD, with prior approval for said name from the Williamson County 911 Addressing Coordinator. All other standard street name signs (WHITE letters on a GREEN background) in accordance with the TMUTCD, shall be erected by the Owner, unless approved in accordance with an executed license agreement between the County and the Owner. Williamson County Road & Bridge utilizes standard 2-3/8" steel pipe and the Wedge Anchor Steel System sign mounting detail (TxDOT Detail SMD(TWT) - 08) and retroreflective sheeting for roadside signs. Per the TxMUTCD, there shall be a minimum of 2 feet between the face of standard curb and the inside edge of signs or where standard curb is not present there shall be a minimum of 7 feet from the edge of the travel way to the inside edge of signs.

## B11 - Drainage and Flood Control

- B11.1 Stormwater management controls shall be designed, constructed, and maintained to restrict the rate of drainage from the platted area to the rate of drainage of the land in its existing condition. When a development shall have several sections, stormwater management controls for the ultimate developed area shall be constructed if not located in the first platted section. Stormwater management controls are to be designed by a Professional Engineer using a basis of a 2, 10, 25, and 100-year storm.

If proposed development is detention exempt, a Detention Exemption Letter, requesting the detention exemption to be utilized, shall be provided in place of a Drainage Report and the plat shall contain a corresponding plat note from Appendix C12.

A proposed development may be considered exempt from providing on-site stormwater detention requirements if it meets the requirements of one of the following sections:

- B11.1.1 The County has identified "Detention Exempt Stream Reaches" that have been determined to have a stormwater discharge time-to-peak sufficiently long enough

(assuming uniform spatial and temporal rainfall distribution of a design storm event) to allow an adjacent proposed development to release undetained stormwater discharges directly into the Detention Exempt Stream Reach without adversely affecting downstream peak discharges. Detention Exempt Stream Reaches are shown in Exhibit 1 and are available in digital format (GIS shapefile) upon request. These reaches include portions of:

- Berry Creek
- Brushy Creek
- North Fork San Gabriel River
- Salado Creek
- San Gabriel River
- South Fork San Gabriel River
- Willis Creek

In order for a proposed development to qualify for a detention exemption, the proposed development shall meet one of the following criteria:

a. All land connecting the proposed development to a Detention Exempt Stream Reach is owned by the development parties, allowing the proposed development to discharge directly to a Detention Exempt Stream Reach.

OR

b. Necessary property easements are obtained by the development parties and sufficient drainage improvements are constructed in order to safely convey flows up to the 100-year storm event through adjacent properties to a Detention Exempt Stream Reach. Provide the following:

- i. Provide a copy of drainage easements, or other agreement or evidence acceptable to the County, that all land connecting the proposed development to a Detention Exempt Stream Reach are obtained by the development parties.
- ii. If the proposed drainage easement will cross any roadways not maintained by the County, approval from that local or state entity is required to pass un-detained flows from the property to be developed, at locations with their right-of-way.
- iii. Provide drainage calculations and construction plans if necessary, that demonstrate safe conveyance of flows from the site to the Detention Exempt Stream Reach. The analysis may utilize normal depth tailwater conditions and shall be analyzed for the 100-year storm event.
- iv. If channel construction or grading is necessary, the construction must be completed and approved by the County before approval of the Final Plat.

B11.1.2 Plats with three or less lots for single family residential use, with less than 20% impervious cover per lot.

B11.1.3 Plats with all lots of 2 acres or more and less than 20% of impervious cover per lot.

B11.1.4 Plats with a single lot intended for non-residential use, and the stormwater management controls would be more appropriate to be designed, constructed, and maintained by the property owner at the time of site development. The plat shall contain a corresponding plat note from Appendix C12.



- B11.1.5 Exemptions for on-site stormwater detention based on peak discharge timing will not be considered for proposed developments that do not meet the criteria described in this section.
- B11.2 The proposed time of concentrations and land cover roughness n-values, used to calculate time of concentration, should be consistent from existing to proposed conditions.
- B11.3 When calculating peak flows, the runoff curve number shall remain the same between existing and proposed conditions, using the assumption of raw (undeveloped) land with no impervious cover. The existing and proposed percentage of impervious cover shall be input individually for each condition. For the proposed conditions, the maximum potential percentage of impervious cover shall be used.
- B11.4 Detention volume shall be sized by comparing the existing peak runoff produced by the site versus the proposed peak runoff produced by the site, for the 2, 10, 25 and 100-year frequency rainfall event. Methods used to analyze the pre and post development conditions should focus on the proposed changes in impervious cover and time of concentration associated with development of the site. The points of analysis must be consistent between existing and proposed scenarios for a direct and accurate assessment of impacts. The timing of hydrographs may not be used to demonstrate a decrease of proposed peak flows from the developed site.
- B11.5 For detention design, NOAA Atlas 14 precipitation values shall be taken from the Williamson County rainfall zones for a 24-hour duration storm. These zones and rainfall data can be found in Exhibit 2 and the associated tables.
- B11.6 For detention design, major channel design and analysis, determination of peak flow rates for floodplain modeling, and hydrologic channel routing, the U.S. Army Corps of Engineers HEC-HMS software is recommended. NOAA Atlas 14 rainfall, per Exhibit 2 – Rainfall Data, shall be utilized for all hydrologic analyses. If HEC-HMS is not utilized, the full model input and output shall be provided including structure and outlet details as modeled.
- B11.7 Impervious cover assumptions must be clearly stated within the drainage report.
- B11.8 For floodplain studies, major channel design and analysis, and determination of finished floor elevations, the U.S. Army Corps of Engineers HEC-RAS software must be utilized.
- B11.9 Drainage calculations and design shall be made using the latest edition of the City of Austin's Drainage Criteria Manual except where otherwise specified in the regulations herein, or other methods satisfactory to the County Engineer. All data and calculations must be presented to the County Engineer as part of the construction plans or drainage report. The following requirements shall be incorporated into the design:
- B11.9.1 Bridges and cross drainage structures for arterial, collector, and local roads shall be designed to convey the 25-year storm without overtopping the facility.
- B11.9.2 All longitudinal drainage structures shall be designed to convey the 10-year storm.
- B11.10 All drainage structures and appurtenances shall be designed by a Registered Professional Engineer. A profile shall be shown in the construction plans for all drainage structures. Each profile shall show the design flow, velocity, invert elevations, and the hydraulic grade line.

B11.11 The use of thermoplastic pipes (including but not limited to Poly Vinyl Chloride (PVC) Pipe, High Density Polyethylene Pipe (HDPE), Polypropylene Pipe, etc.) is specifically prohibited from use for cross drainage, parallel drainage, storm drains and all other stormwater conveyance within the right of way and/or easements in connection with draining or protecting the road system.

B11.12 All pipe used for cross drainage, parallel drainage, storm drains, and all other storm water conveyances within the right of way and/or easements in connection with draining or protecting the road system shall be designed and constructed with the following criteria in Table B11.12 below:

**Table B11.12 - Pipe Criteria**

Pipe Type	Reinforced Concrete Pipe (RCP)	Reinforced Concrete Box (RCB)	Corrugated Metal Pipe (CMP)	Corrugated Metal Pipe Arch (CMPA)	Reinforced Concrete	Precast concrete
Storm Drain Systems	X	X				
Cross Culverts	X	X				
Parallel (driveway) drainage	X	X	X	X		
Junction Boxes					X	X
Manholes					X	X
Fittings and Wyes						X
<b>Notes</b> 1. Cast-in-place is prohibited without prior approval from the County Engineer 2. Pipes must have a minimum interior diameter of eighteen inches (18") or equivalent						

B11.13 The Preliminary Plat Drainage Report must include, but not be limited to:

B11.13.1 Project description and location

B11.13.2 Description of the overall rainfall-runoff conveyance within the development

B11.13.3 Describe the management of off-site runoff draining toward the development

B11.13.4 Overall hydrologic analyses, discuss:

- Land use assumptions, runoff coefficients and curve numbers
- Rainfall source, depths, and distribution
- Existing and proposed peak flows at points of interest

B11.13.5 Provide existing and proposed drainage area maps with associated parameters:

- Drainage area boundaries and sizes
- Labeled contours
- North Arrow
- Time of concentration paths and values
- Location of bridges and major culverts
- Creeks, watercourses, channels and drainage easements
- Ensure drainage areas and points of interest are consistent between existing and proposed conditions for a "like to like" comparison

- B11.13.6 Preliminary stormwater detention analyses (as applicable), provide:
- Location and approximate volume of detention facilities
- B11.13.7 Hydraulic analyses
- Evaluation and discussion of the conveyance of stormwater from the site to a downstream defined watercourse for all drainage outfalls leaving the development
- B11.13.8 Floodplain study, provide:
- Effective and preliminary FEMA floodplains, as applicable
  - Floodplain exhibit showing floodplain boundary with proposed lot lines
  - Explanation and location of anticipated floodplain improvements that may require a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR)

B11.14 The Refined Drainage Report must include, but not be limited to:

B11.14.1 Project description and location

B11.14.2 Evaluate and discuss the refined rainfall-runoff conveyance within the development

B11.14.3 Evaluate and discuss the management of off-site runoff draining toward the development

B11.14.4 Hydrologic analyses:

- Provide details of how the following parameters were determined:
  - Land use assumptions
  - Runoff coefficients and curve number background data, per Appendix B11.2 & 11.3
  - Time of concentration and lag time calculations
  - Rainfall source, depths, and distribution
  - Routing reach parameters
- Provide existing and refined proposed drainage area maps with associated parameters:
  - Drainage area boundaries and sizes
  - Labeled contours
  - North arrow
  - Time of concentration paths and values
  - Runoff coefficients or curve numbers
  - Peak flows at points of interest
  - Location of bridges and cross culverts
  - Creeks, watercourses, channels and drainage easements
  - Ensure drainage areas and points of interest are consistent between existing and proposed conditions for a “like to like” comparison
- Provide existing and proposed HEC-HMS model with program version stated in report or construction plans
- Provide any Rational Method calculations

B11.14.5 Refine Stormwater detention analyses (as applicable), provide:

- Peak flows at points of interest for the 2-, 10-, 25- and 100-year events
- Location and volume of detention facilities
- Stage-storage-discharge tables
- Construction plans for detention pond(s)
- Outlet structure details

- Description/details on pond outfall conveyance to downstream defined watercourse

#### B11.14.6 Hydraulic analyses

- Provide details of how the following parameters were determined:
  - Downstream boundary conditions
  - Manning's n values
  - Ineffective flow areas
  - Contraction/expansion coefficients
  - Entrance/exit loss coefficients
- Discuss energy dissipation at outfalls
- Evaluate any changes in drainage patterns from existing to proposed conditions at all points of interest leaving the site
- Evaluation and discussion of the conveyance of stormwater from the site to a downstream defined watercourse for all drainage outfalls leaving the development

#### B11.14.7 Refined Floodplain study, provide:

- Effective and preliminary FEMA floodplains, as applicable
  - If modifying, include the original, existing condition and proposed models
- Floodplain exhibit clearly showing:
  - Refined floodplain boundary with proposed lot lines
  - Labeled contours
  - North arrow
  - Location of cross sections used in hydraulic model
  - 100-year water surface elevations (BFE) at cross sections
- Electronic HEC-RAS model with program version stated in report
- Flow data that matches hydrologic analysis for 2, 10, 25, and 100-year events
- Explanation and location of anticipated floodplain improvements that may require a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR)

B11.15 Driveway culverts shall have a minimum interior diameter of 18" or equal and a minimum length of 22 feet and shall include a concrete apron safety end treatment in accordance with current TxDOT safety end treatment standards. Larger or longer culverts shall be installed if necessary, to accommodate drainage based upon a 10-year flow frequency.

B11.16 At some point within the first ten feet from the edge of the roadway gutter, the entire width of a driveway shall have the same or greater elevation as the top of the curb at the edge of the roadway.

B11.17 Maintenance responsibility for drainage will not to be accepted by the County other than that accepted in connection with draining or protecting the road system. Maintenance responsibility for storm water management controls will remain with the Owner.

B11.18 Easements shall be provided, where necessary, for all drainage courses and identified floodplains in and across property to be platted. The location and width shall be shown on the plat and marked "Drainage Easement" or "Drainage and Underground Utilities Easement". In general, a "Drainage Easement" shall be a minimum of 20 feet in width and a "Drainage and Underground Utilities Easement" shall be a minimum of 30 feet in width.

- B11.19 All roadside ditches shall have a minimum depth, as measured from the edge of the road pavement, equal to the diameter of the driveway culvert pipe(s) plus nine inches, and a bottom width equal to the diameter of the driveway culvert pipe(s). The side slopes of the ditches are to be 3:1 or flatter, except at parallel culverts which shall be 4:1 or flatter to accommodate a standard safety end treatment.
- B11.20 Where all lots are 2 acres or more and exempt from detention, roadside ditches may be eliminated within a rural subdivision provided that the road has 18-inch ribbon curbs, the roadway surface has an adequate cross slope, and the overall drainage patterns throughout the subdivision remain as in an undeveloped state. If internal subdivision roadways are proposed within a natural drainage pattern or sheet flow subdivision, a typical section is required within construction plans requiring the contractor to insure a minimum 1.5" drop on finished grade, with grass or other land cover, from the back of curb to the shoulder on the downslope side of all sheet flow street sections, to insure positive drainage from the roadway. It is the property owner's responsibility to ensure top of grass and other landscaping along ribbon curb, on the downslope side of the roadway, does not obstruct or redirect flow within the right-of-way.
- B11.21 Stormwater management controls and infrastructure, including but not limited to detention and water quality ponds, shall not be located within the right-of-way nor any roadway easements. Stormwater management controls shall be contained within a separate lot or easement for drainage, detention or water quality purposes and dedicated to the entity that will be responsible for their maintenance. No portion of any stormwater management controls including but not limited to walls, impoundment structures, inlet/outlet structures, underground vaults or level spreaders shall be physically connected to the roadway, roadway embankment or the cross-drainage system that drains the roadway. The roadway embankment shall not be used for the dual purpose of temporarily or permanently impounding water for stormwater management or detention purposes.



## Appendix C - Plat Notes

### C1 - Owner's Dedication

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

§

§

I, (*Current Owner*) sole owner\*\* (*or co-owner*) of the certain tract of land shown hereon and described in a deed recorded in Document No. (*or Volume and Page*) 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, resubdivide, amend, etc.*) 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 \_\_\_\_\_(name of subdivision).

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
<Owner's signature>

<Typed Name>

<Typed Title>

<Typed Address>

\* *If there is a Lien Holder of the property, remove the bracketed statement and add a separate signature block and notary signature block for the Lien Holder.*

\*\* *There must be a separate signature block, each with a notary signature block, for each owner on the deed.*

### C2 - 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.

### C3 - Roadway Construction

In approving this plat by the Commissioners Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioners Court of Williamson County, Texas. Said Commissioners Court assumes no obligation to build any of the roads, or other public thoroughfares shown

on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.

## C4 - Owner's Responsibilities

It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.

The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, will change over time and the current effective floodplain data takes precedence over floodplain data represented on this plat. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have been accepted for maintenance by the County.

## C5 - County Judge's Approval

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

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

\_\_\_\_\_  
*<name of current judge>*, County Judge  
Williamson County, Texas

\_\_\_\_\_  
Date

## C6 - County Clerk's Certification

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

I, *<name of current clerk>*, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D., at \_\_\_\_ o'clock, \_\_\_\_ M., and duly recorded this the day of \_\_\_\_\_, 20\_\_\_\_ A.D., at \_\_\_\_ o'clock, \_\_\_\_ M., in the Official Public Records of said County in Instrument No. \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

*<name of current clerk>*, Clerk County Court  
of Williamson County, Texas

By: \_\_\_\_\_, Deputy

## C7 - On-Site Sewage Facility Approval

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

\_\_\_\_\_  
*<name of current county engineer>*  
*<title>*, Williamson County Engineer

\_\_\_\_\_  
Date

## C8 - Floodplain Administrator Approval

Based upon the representations of the Engineer or Surveyor whose seal is affixed hereto, and after review of the plat as represented by the said Engineer or Surveyor, I find that this plat complies with the Williamson County Floodplain Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

\_\_\_\_\_  
*<name of current floodplain administrator>*  
Williamson County Floodplain Administrator

\_\_\_\_\_  
Date

## C9 - City of Liberty Hill

The City of Liberty Hill, Texas acknowledges receipt of this plat for review and/or approval in conjunction with the planning purposes and payment of applicable fees for the provision of water and/or wastewater services.

---

<name>

Date

City of Liberty Hill, Texas

## C10 - Development Notes

The following notes are required on all plats:

### C10.1 **Drainage Maintenance**

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

### C10.2 **Utility Service Providers:**

WATER SERVICE IS PROVIDED BY: *[NAME OF PROVIDER OR ON-SITE PRIVATE WELL]*  
WASTEWATER SERVICE IS PROVIDED BY: *[NAME OF PROVIDER OR ON-SITE SEWAGE FACILITY]*

### C10.3 **Improvements within the Right-of-way or Road widening easements**

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

The following notes are required if applicable:

### C10.4 **Rural Mailboxes**

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

### C10.5 **Replats**

EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF

**C10.6 Sight Distance Easements**

NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.

**C10.7 Sidewalk Maintenance**

ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

**C10.8 Impervious Cover**

MAXIMUM OF \_\_\_\_% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.

**C10.9 Minimum Finished Floor Elevation**

THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.

**C10.10 Terraces**

LAND WITHIN THIS PLAT IS TERRACED FROM PRIOR AGRICULTURAL USE. THE TERRACING RETAINS RAINFALL RUNOFF AND DIRECTS IT THROUGH EXISTING DRAINAGE PATTERNS ON LOTS. EXISTING DRAINAGE PATTERNS SHALL REMAIN THE SAME. PROPERTY OWNERS SHALL NOT GRADE OR DEVELOP LAND ON PROPERTY IN A MANNER THAT WOULD ALTER THE EXISTING DRAINAGE PATTERNS. IN THE EVENT DRAINAGE PATTERNS ARE CHANGED AND ADJACENT PROPERTIES ARE ADVERSLY IMPACTED OR DAMAGED, THE PROPERTY OWNER MAY BE LIABLE PER TEXAS WATER CODE SECTION 11.086.

**C10.11 Homeowners Association**

THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.

**C10.12 Private Subdivisions**

C10.12.1 EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE THAT ALL ROADS WITHIN THIS SUBDIVISION ARE PRIVATE. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS UNLESS THEY MEET THE COUNTY STANDARDS IN EFFECT ON THE DATE OF ACCEPTANCE.

C10.12.2 THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROAD WITHIN



THIS SUBDIVISION. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE, AND MEMBERSHIP IN THIS ASSOCIATION SHALL BE MANDATORY FOR ALL LOT OWNERS.

#### **C10.13 Natural Drainage Pattern/Sheet flow Subdivisions**

THIS SUBDIVISION IS DESIGNED TO ALLOW NATURAL DRAINAGE PATTERNS TO SHEET FLOW ACROSS PROPERTIES AND ROADWAYS. PROPERTY GRADING SHALL DIRECT WATER AWAY FROM THE STRUCTURAL FOUNDATION, INCLUDING STORMWATER THAT ORIGINATES ACROSS ROADWAYS. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE THAT TOP OF GRASS OR OTHER LANDSCAPING ALONG RIBBON CURB, ON THE DOWNSLOPE SIDE OF THE ROADWAY, DOES NOT OBSTRUCT OR REDIRECT FLOW WITHIN THE RIGHT-OF-WAY. THIS REQUIREMENT APPLIES TO BLOCK \_\_\_ LOTS \_\_\_.

#### **C10.14 Driveway Maintenance**

DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

#### **C10.15 Preliminary Plat with no Proposed Development**

THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF LOT \_\_\_ PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOT \_\_\_ INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.

#### **C10.16 Shared Driveway**

LOTS \_\_, \_\_ AND \_\_ SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

## **C11 - Floodplain Notes**

The following notes are required on all plats, unless otherwise indicated:

#### **C11.1 Flood Hazard Area**

[NO LOT IN THIS SUBDIVISION IS] [LOTS \_\_, \_\_ AND \_\_ ARE] ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD

INSURANCE RATE MAP, COMMUNITY PANEL NO. [\_\_\_\_\_]E], EFFECTIVE DATE \_\_\_\_\_, 20\_\_ FOR WILLIAMSON COUNTY, TEXAS.

**C11.2 Certificate of Compliance**

C11.2.1 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.

C11.2.2 NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

**C11.3 Floodplain**

The following notes are required on plats with lots encumbered by or adjacent to an established floodplain:

C11.3.1 A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK/LOTS \_\_, \_\_ AND \_\_ PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.

C11.3.2 THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY \_\_\_\_\_, DATED \_\_\_\_\_, 20\_\_.

C11.3.3 FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.

## C12 – Stormwater Management Notes

The following notes are required as applicable (these notes may be modified with County Engineer approval):

C12.1 THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED

EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH.

- C12.2 THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.
- C12.3 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.
- C12.4 THIS SUBDIVISION WAS EXEMPT FROM PROVIDING STORM-WATER MANAGEMENT CONTROLS (DETENTION) AT THE TIME OF FILING THIS PLAT BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.4. PRIOR TO ANY DEVELOPMENT WITHIN THIS SUBDIVISION, STORM-WATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY THE OWNER IN ACCORDANCE WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF DEVELOPMENT. CONTACT THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR REVIEW AND APPROVAL OF THE PROPOSED STORMWATER MANAGEMENT CONTROLS PRIOR TO ANY DEVELOPMENT WITHIN THIS SUBDIVISION.
- C12.5 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.

## C13 - Road Name and 911 Addressing Approval

Road name and address assignments verified this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.

\_\_\_\_\_  
Williamson County Addressing Coordinator

## C14 - Professional Engineer's/Registered Surveyor Certification

I, \_\_\_\_\_, do hereby certify that the information contained on this plat complies with the subdivision regulations adopted by Williamson County, Texas.

# Appendix D - Plat Application



**County Engineers' Office**  
3151 SE Inner Loop, Suite B  
Georgetown, TX 78626  
Telephone (512) 943-3330  
Fax (512) 943-3335  
Email: [development@wilco.org](mailto:development@wilco.org)

## PLAT APPLICATION

SUBJECT PROPERTY INFORMATION	
APPLICATION DATE*:	RESUBMITTAL: <input type="checkbox"/> YES <input type="checkbox"/> NO
PROJECT NAME:	
PROJECT ADDRESS OR LOCATION:	
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:	
NUMBER OF LOTS:	TOTAL ACREAGE:
JURISDICTION: <input type="checkbox"/> CITY LIMITS <input type="checkbox"/> ETJ <input type="checkbox"/> OUTSIDE ALL CITY LIMITS AND ETJs	

\*This application shall expire five (5) years from the Application date if the project becomes dormant, as defined by Sec. 245.005, Texas Local Government Code, as amended. This application shall expire forty five (45) days from the date the Application is submitted if, after proper notification, the Application remains incomplete, as defined by Sec. 245.002e, Texas Local Government Code, as amended.

TYPE OF APPLICATION				
<input type="checkbox"/> PRELIMINARY PLAT	<input type="checkbox"/> CONSTRUCTION PLANS	<input type="checkbox"/> FINAL PLAT	<input type="checkbox"/> AMENDED PLAT / REPLAT	<input checked="" type="checkbox"/> MINOR PLAT

DIGITAL FILE SUBMISSION	
<input type="checkbox"/> ADOBE .pdf and <input type="checkbox"/> AutoCAD .dwg to COUNTY ENGINEER (email: <a href="mailto:development@wilco.org">development@wilco.org</a> )	
<input type="checkbox"/> ADOBE .pdf and <input type="checkbox"/> AutoCAD .dwg to 911 ADDRESSING (email: <a href="mailto:gis@wilco.org">gis@wilco.org</a> )	

CONTACT INFORMATION					
AGENT INFORMATION			PROPERTY OWNER INFORMATION		
FIRM NAME:			OWNER NAME:		
CONTACT:			CONTACT:		
ADDRESS:			ADDRESS:		
CITY:	STATE:	ZIP:	CITY:	STATE:	ZIP:
PHONE: ( )		FAX: ( )	PHONE: ( )		FAX: ( )
EMAIL:			EMAIL:		
DEVELOPER INFORMATION			SURVEYOR INFORMATION		
FIRM NAME:			FIRM NAME:		
CONTACT:			CONTACT:		
ADDRESS:			ADDRESS:		

CITY:	STATE:	ZIP:	CITY:	STATE:	ZIP:
PHONE: (    )	FAX: (    )		PHONE: (    )	FAX: (    )	
EMAIL:			EMAIL:		
<b>ENGINEER INFORMATION</b>			<b>OTHER CONTACT INFORMATION (IF DIFFERENT)</b>		
FIRM NAME:			OWNER NAME:		
CONTACT:			CONTACT:		
ADDRESS:			ADDRESS:		
CITY:	STATE:	ZIP:	CITY:	STATE:	ZIP:
PHONE: (    )	FAX: (    )		PHONE: (    )	FAX: (    )	
EMAIL:			EMAIL:		

<b>PROPERTY OWNER CONSENT/AGENT AUTHORIZATION</b>		
<p>By my signature, I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the development/subdivision of this property.</p>		
Signature:	Printed Name:	Date:
Signature:	Printed Name:	Date:
<p>By signing this form, the owner of the property owner authorizes Williamson County to begin proceedings in accordance with the process for this type of application indicated on page one of this application. The owner further acknowledges that submission of an application does not in any way obligate the County to approve the application and that although County staff may make certain recommendations regarding this application, the Commissioners Court may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.</p>		

<b>CALCULATION OF FEES</b>				
<b>PRELIMINARY PLAT:</b> \$550 + ____ lots x \$40 per lot = \$ ____	<b>CONSTRUCTION PLANS:</b> ____ lots x \$35 per lot + ____ feet road x \$1.00 per foot = \$ ____	<b>FINAL PLAT:</b> \$550 + ____ feet road x \$1.00 per foot + ____ lots x \$25 per lot = \$ ____	<b>AMENDED PLAT / REPLAT:</b> \$550	<b>MINOR PLAT:</b> \$550

<b>RECEIPT BY WILLIAMSON COUNTY (Office use only)</b>	
Date Application Received: ____ / ____ / 20____	Date Application Accepted / Rejected: ____ / ____ / 20____
Signature:	Signature:
<p>Receipt of this application by Williamson County does not provide confirmation or acceptance of a complete application, nor does it waive requirements for any additional information not contained as part of this application which may also be needed as a part of the review process.</p>	



## Appendix E - Plat Review and Approval Authority in ETJ's

ETJ	Review Authority	Are plats approved by the Wilco Commissioners Court?	County Judge Signature Block Required?	County Clerk Signature Block Required?	Wilco Addressing Coordinator Block Required?
<b>Austin ETJ</b>	City of Austin	No	No	Yes	Yes
<b>Cedar Park ETJ</b>	City of Cedar Park	No	No	Yes	Yes <sup>4</sup>
<b>Coupland ETJ</b>	Williamson County	Yes	Yes	Yes	Yes
<b>Florence ETJ</b>	City of Florence	No	No	Yes	Yes
<b>Georgetown ETJ</b>	Joint <sup>1</sup>	No	No	Yes	No
<b>Granger ETJ</b>	City of Granger	No	No	Yes	Yes
<b>Hutto ETJ</b>	Varies <sup>2</sup>	Varies <sup>2</sup>	Varies <sup>2</sup>	Yes	Yes
<b>Jarrell ETJ</b>	Williamson County	Yes	Yes	Yes	Yes
<b>Leander ETJ</b>	City of Leander	No	No	Yes	Yes
<b>Liberty Hill ETJ</b>	Joint <sup>1</sup>	No	No	Yes	Yes
<b>Pflugerville ETJ</b>	Williamson County	Yes	Yes	Yes	Yes
<b>Round Rock ETJ</b>	Varies <sup>3</sup>	Varies <sup>3</sup>	Varies <sup>3</sup>	Yes	Yes <sup>5</sup>
<b>Taylor ETJ</b>	City of Taylor	No	No	Yes	Yes
<b>Thrall ETJ</b>	City of Thrall	No	No	Yes	Yes
<b>Weir ETJ</b>	City of Weir	No	No	Yes	Yes
<b>Williamson County</b>	Williamson County	Yes	Yes	Yes	Yes

<sup>1</sup> In the Georgetown and Liberty Hill ETJ's, both the County and the respective city have joint, cooperative review authority. In these cases, there is a common rule book, or "Unified Development Code", that is used by both the City and County. The County's review comments are forwarded to the respective city for inclusion along with that city's review comments.

<sup>2</sup> In the Hutto ETJ, whether or not the plat is approved by the Williamson County Commissioners Court depends on whether there's going to be public sewer, and then only if the subdivision boundary is contiguous with the existing Hutto city limit. If so, the City of Hutto has review authority as they will annex this subdivision into their city. If not (i.e., there will be OSSD, there is a MUD, or just a water authority only), the Williamson County Commissioners Court will approve the plat. In the Star Ranch development, a joint review is performed by both Williamson County and the City of Hutto.

<sup>3</sup> The Round Rock ETJ is geographically segmented, where designated areas of the ETJ are under the review authority of Williamson County and plats in these areas are approved by the Williamson County Commissioners Court. The remaining areas within the ETJ are under the review authority of the City of Round Rock and plats in these areas are approved by the City of Round Rock.

<sup>4</sup> The City of Cedar Park assigns addresses within the Block House subdivision.

<sup>5</sup> The City of Round Rock assigns addresses within the Paloma Lake and Siena subdivisions.

# Appendix F – Lot Requirements

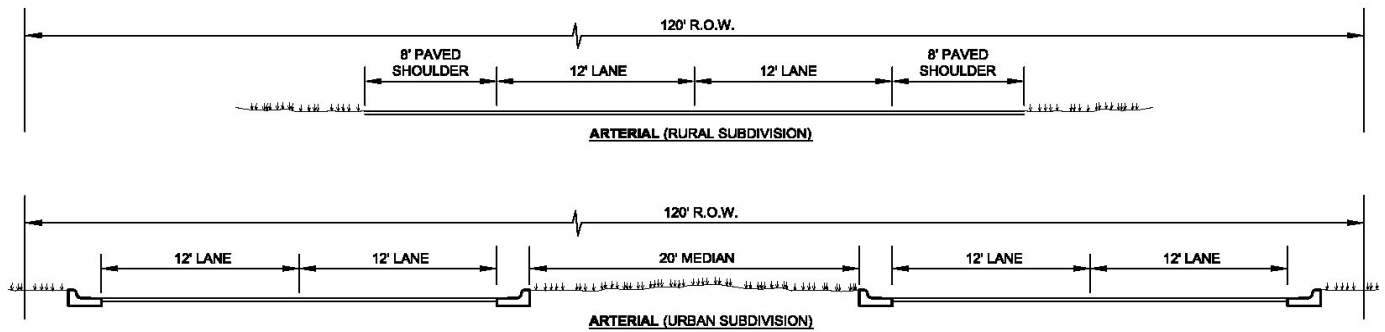
## F1 - Lot Dimensions

- F1.1 Lots shall be a minimum of 30 feet in width as measured 25 feet from the front property line.
- F1.2 Any lot that could potentially be further subdivided shall have a minimum width of 50 feet.
- F1.3 For determining the area required for an on-site sewage facility, the minimum lot size shall be in accordance with the current regulations of the Rules of the Williamson County On-Site Sewage Facility Program, or with the requirements of any other agency responsible for issuing permits for on-site sewage disposal as may be designated by the Williamson County Commissioners Court. Recognizable beds and banks of wet weather creeks, bodies of water, and dedicated public road easements shall not be included when calculating the lot area.

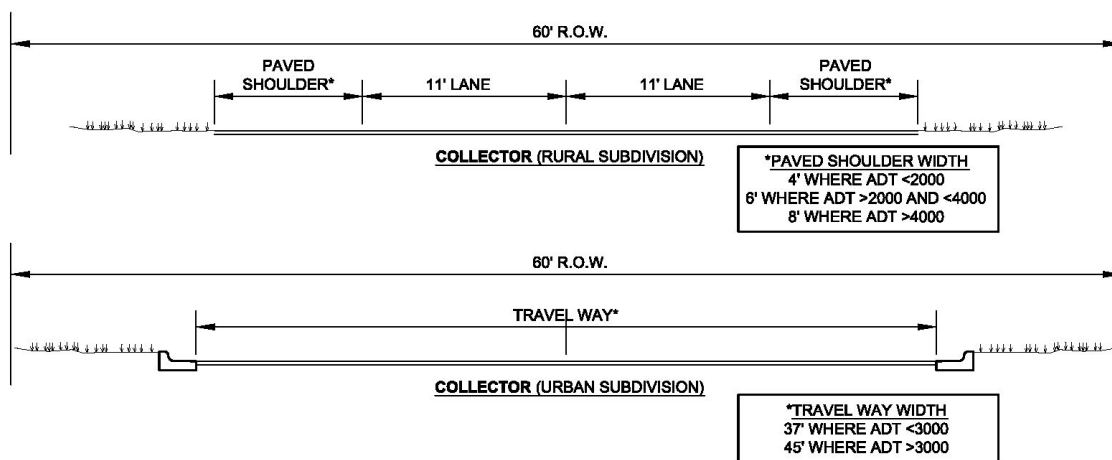
## F2 - Setback Requirements

- F2.1 The building setback line on major highways and roads shall be 50 feet from the edge of the right-of-way. Unless the road is identified as an arterial in the Williamson County Long Transportation Plan the building setback line shall be 80 feet from the centerline of the existing road. However, in no event shall the building setback line be less than 25 feet from the edge of the right-of-way.
- F2.2 For right-of-way dedications beyond 120 feet in overall width, on major highways and roads, the building setback line of 50 feet may be reduced by the width of the additional right-of-way being dedicated beyond 120 feet in overall width. However, in no event shall the building setback line be less than 25 feet from the edge of the right-of-way.
- F2.3 The building setback line on all public roads other than major highways and roads shall be 25 feet from the edge of the right-of-way.
- F2.4 The following roads are designated as major highways and roads. The Commissioners Court may specify additional roadways upon recommendation by the County Engineer:
  - All state and federal system roadways
  - All roadways identified on the CAMPO plan
  - All arterials and controlled access facilities identified on the Long-Range Transportation Plan
- F2.5 A map designating in a general manner these setback lines is on file with the County Clerk.
- F2.6 If the building set back lines as stated above conflict with the setback requirements adopted by a municipality, the municipal requirements shall prevail if they are in the ETJ of the municipality.

# Appendix G – Roadway Cross-Sections

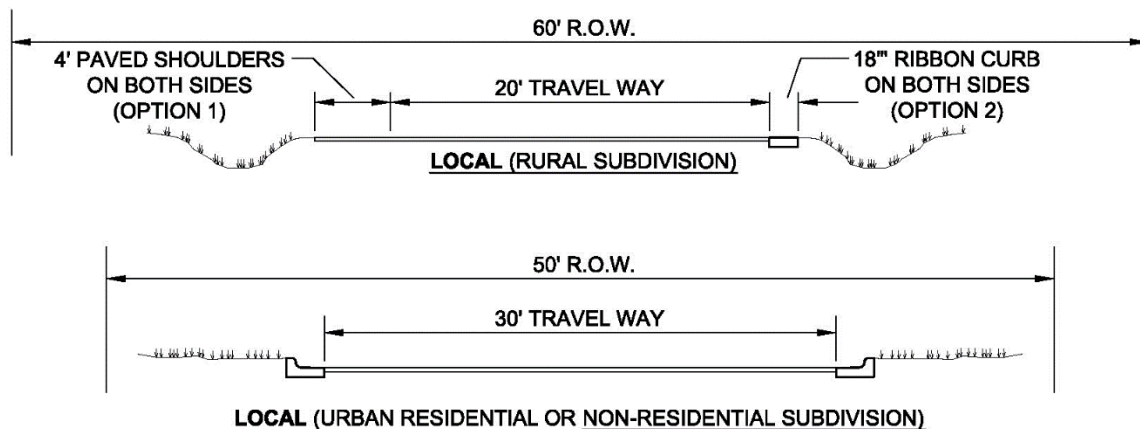


**Figure G-1: Arterial Road Cross Sections**



**Figure G-2: Collector Road Cross Sections**

**NOTE:** Minimum paved width of 26 feet, exclusive of shoulders, ribbon curb and/or curb & gutter, is required for all roads with fire hydrants.



**Figure G-3: Local Road Cross Sections**

# Appendix H – Curb Details

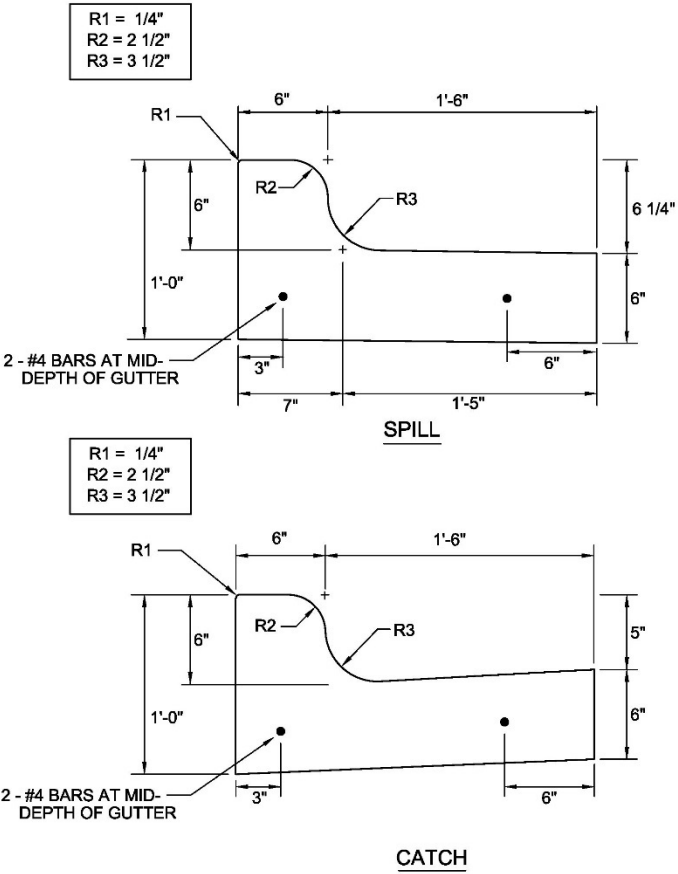


Figure H-1: 24-inch Curb & Gutter Detail

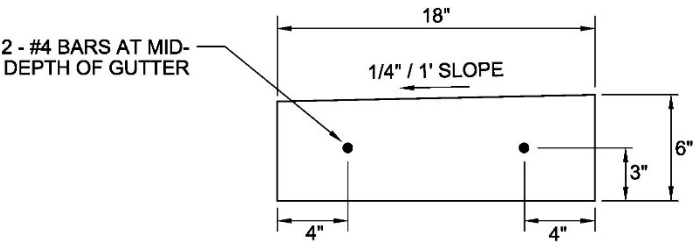


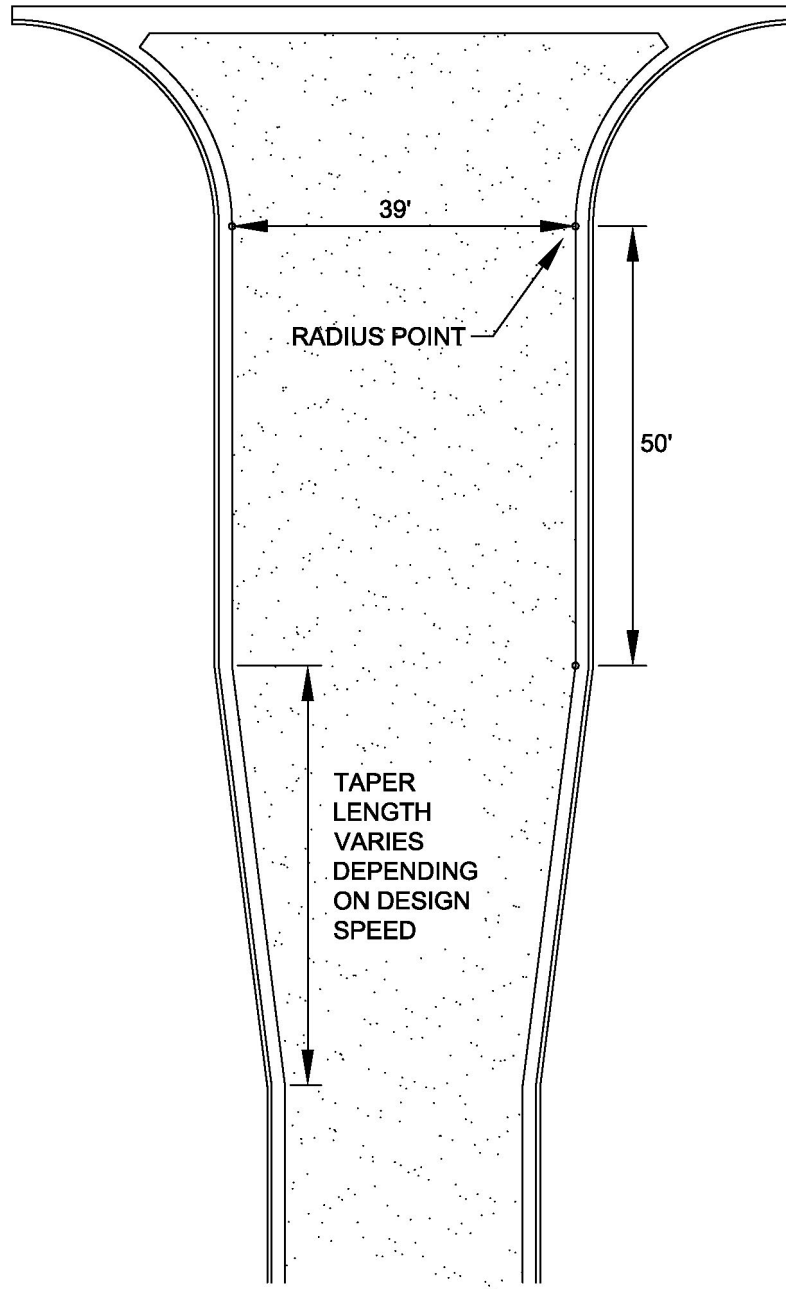
Figure H-2: 18" Ribbon Curb Detail

## Appendix I – Concrete Pavement Details

- 9.9 Until specific design parameters, details and specifications have been formally adopted by Williamson County, all concrete pavement design, details and specifications shall be provided by a Registered Professional Engineer.



## Appendix J –Intersection Approach Detail



# Appendix K – County Clerk’s Recording Checklist

## Williamson County Clerk’s Recording Checklist

The County Clerk’s Recording office is located in the Justice Center, 405 Martin Luther King Street, Basement Level, in Georgetown. Inquiries can be made by calling 512-943-1519.

**Plats that meet the following requirements will be recorded in the order and time received.** Due to the complexities of the recordation process, plats cannot be processed on a walk through basis. Submitters will receive notification via email or phone when the plat has been recorded.

**K.1 Previous approval of the subdivision plat.** All plats **must have been approved by a municipal planning / development department or the County Commissioners Court prior to recording** by the County Clerk’s Recording Office.

- If the subdivision is located **within the city limits** of a municipality the plat must have been approved and signed by the appropriate municipality official(s).
- If the subdivision is located **within the extra-territorial jurisdiction (ETJ)** of a municipality, the plat must have been approved and signed by the municipality officials. However, some locations within an ETJ require the joint approval by the municipality and the County Commissioners’ Court. In those instances, the plat must have been signed by the appropriate municipality officials and County official(s) before the plat can be recorded. See Appendix E- Plat Review and Approval Authority in ETJ’s. The County Clerk will seek the County Judge’s signature after Commissioners Court has approved the plat.
- If the subdivision is **not located within the city limits or the ETJ** the plat **must have been approved by the County Commissioners Court and must have been signed by the appropriate official(s) before recording**. The County Clerk will seek the County Judge’s signature after Commissioners Court has approved the plat. *Contact the County Engineer’s office at (512) 943-3330 for information.*

**K.2 Submission of the subdivision plat, supporting documentation and fees**

**Original copy of the subdivision plat.** Images can be printed on 18” X 24” paper or Mylar. Plats **must contain original “wet” signatures and notary seals**. Electronic or digital signatures are not permitted. Names must be clearly and legibly typed or printed under all signatures. All portions of the plat must be clear, legible and suitable for reproduction. The County Clerk’s Certification block must contain all wording as defined in Appendix C6 and include significant room for time, date and instrument entries. The wording must be at least 8 point type. A space measuring at least 1 ½ “X 1 ½ “is required near the County Certification block for the County seal.

**Digital submission of plats** is currently being deliberated. Check with the County Clerk’s office at (512) 943-1519 for status updates.

**Affidavit(s) for Recordation.** An original, signed and notarized Affidavit is required from each property owner on the plat (See Appendix L).

**Williamson County Tax Certificate(s).** Texas State law requires submittal of an original tax certificate for each tract or parcel included in the subdivision plat, showing that the taxes are currently in good standing (Property Code, Section 12.002 (e)). Tax certificates are required even for non-taxable entities such as churches and government agencies. Tax certificates can be purchased at the Williamson County Tax Assessor Collector's office, 904 South Main Street in Georgetown.

**County Plat Recording Fees.** Recording fees total \$91.00 for the first sheet and \$75.00 for each additional sheet. Extra copies submitted with the plat will not be annotated; however, the Recording Office will provide a copy of the recorded plat for a fee of \$5.00 per page. Checks should be made out to "Williamson County Clerk". Cash is also accepted.

	1 sheet	2 sheets	3 sheets	4 sheets	5 sheets	6 sheets	7 sheets
Original plat	\$91.00	\$166.00	\$241.00	\$316.00	\$391.00	\$466.00	\$541.00

**K.3 Plat Cover Sheet.** The submitter will complete the name of the subdivision and contact information, leaving all other portions blank (*See Appendix M*).

**K.4 Items Returned to the Plat Submitter.** The plat submitter will receive the recorded copy of the plat, the Plat Map Recording Sheet, a receipt for recording fees, and, if requested, a copy of the Plat Cover Sheet. Tax Certificates and Affidavits will be kept by the County.

**K.5 Font Size.** All text on subdivision plats shall have a **font size of 8 points or greater**.

**K.6 Legibility.** All portions of the plat must be clear, legible and suitable for reproduction.

**K.7 County Clerk Certification.** A space measuring 1 ½ " x 1 ½ " is required near the County Signature Block for the County Seal. The County Clerk's signature block **must contain all wording** as defined in Appendix C6, have substantial room to enter the time and date entries and be at least 8 point type.

## Appendix L – Williamson County Affidavit for Recordation

**WILLIAMSON COUNTY  
AFFIDAVIT FOR RECORDATION**

THE STATE OF TEXAS       §  
  §  
COUNTY OF WILLIAMSON   §

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned affiant, who, first duly sworn upon his/her oath, did state:

“My name is \_\_\_\_\_. I am over the age of eighteen years.  
\_\_\_\_\_ (the “Owner”, whether one or more) is/are the sole owner(s)  
of the property described in the plat of the subdivision to be known as \_\_\_\_\_  
\_\_\_\_\_ (the “Subdivision”). I am the Owner. The original tax certificate(s) attached  
to the plat of the Subdivision describe all of the property contained within the Subdivision  
and all taxing entities with jurisdiction over the Subdivision.”

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

THE STATE OF TEXAS       §  
  §  
COUNTY OF WILLIAMSON   §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

My commission expires: \_\_\_\_\_

SEAL



## Appendix M – Plat Cover Sheet

Nancy E. Rister  
Williamson County Clerk  
Nrister@wilco.org



405 Martin Luther King Jr St  
Georgetown, TX 78627  
Basement Level  
(512) 943-1515

---

PLAT COVER SHEET

SUBDIVISION NAME: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_ TIME RECEIVED: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CITY OF: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

☐ AFFIDAVIT FOR RECORDATION ☐ TAX CERTIFICATES ☐ RECORDING FEE

DATE APPROVED IN COMMISSIONERS' COURT: \_\_\_\_\_

Rejected? ☐ Yes ☐ No (Circle One)

Reason: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

Rejected Plat picked up by: \_\_\_\_\_ Date: \_\_\_\_\_

or

Recorded Plat picked up by: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix N – Fee Summary



<b>Preliminary Plat Review</b>		<b>\$550 + \$40/lot</b>
<b>Final Plat Review</b>		<b>\$550 + \$1/ft of road + \$25/lot</b>
<b>Construction Plan Review</b>		<b>\$35/lot + \$1/ft of road</b>
<b>Minor Plat Review</b>		<b>\$550</b>
<b>Other Fees:</b>		
	<b>Public Notice</b>	<b>\$100 + actual cost</b>
	<b>Replat / Amendment of Final Plat</b>	<b>\$550</b>
	<b>Variances</b>	<b>\$250/type</b>
	<b>Extension of Preliminary Plat*</b>	<b>No fee*</b>
	<b>Vacation of R.O.W or Easement</b>	<b>\$100</b>
	<b>Construction Inspection</b>	<b>2.5% of construction cost**</b>
	<b>Hard copy of Regulations</b>	<b>\$10</b>

*\*No fee for a preliminary plat extension with no modifications. If there are modifications, the fee will be \$30/lot for only those lots being modified.*

*\*\*Based on the cost of soil erosion and sedimentation controls, and roadway and drainage construction.*

# Appendix O – Affidavit for Exemption



Appendix A3 of the Williamson County Subdivision Regulations outlines several policy guidelines adopted by the Commissioners Court stating when the division of an existing tract shall be considered exempt from the requirements for filing of a plat. To claim any exemption listed in this subsection, the person or entity who claims to be entitled to any exclusion to platting set out in these Guidelines shall provide this Affidavit, along with a copy of the deeds or other instruments creating the daughter tracts referenced by this Affidavit.

I, \_\_\_\_\_ (Owner/Agent), am the Owner/Owner's Agent of a \_\_\_\_\_ -  
acre tract of land located at \_\_\_\_\_ (Address), in Williamson County, Texas, parcel  
ID number R\_\_\_\_\_. I request exemption from the requirements of filing a plat based on the following:

- ☐ A tract whose boundary has not changed since February 21, 1985. (Subparagraph A3.1.1)
- ☐ Daughter tracts created solely for purposes of platting them as individual subdivisions in their own right. (Subparagraph A3.1.2)
- ☐ An adjustment or change of the property lines which separate two adjacent landowners. (Subparagraphs A3.1.3 and A3.1.4)
- ☐ A smaller tract surveyed out of the parent tract solely for the purposes of obtaining financing for purchase or improvement of that part of the property. (Subparagraph A3.1.5)
- ☐ A smaller tract created by the legitimate foreclosure of a valid lien on a part of the parent tract. (Subparagraph A3.1.6)
- ☐ The property divided by the final decree of a court of record with appropriate jurisdiction. (Subparagraph A3.1.7)

The exemption(s) requested shall comply with all other conditions and provisions outlined in Appendix A3 of the Regulations.

Attached with this affidavit are copies of the deeds or other instruments creating the daughter tracts referenced by this Affidavit.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved (Williamson County)

\_\_\_\_\_  
Date

# Appendix P – Plats Completeness Checklist

## P1 – Preliminary Plat

### COMPLETENESS CHECKLIST PRELIMINARY PLAT



The following items must be provided to the County Engineer's Office with each Preliminary Plat application in order to be accepted as a complete application for review.

- ☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)
- ☐ Application review fee (\$550 + \_\_\_\_\_ lots x \$40 per lot = \$\_\_\_\_\_)
- ☐ Preliminary Plat document including the following:
  - ☐ A digital file of the Final Plat in Adobe .pdf format.
  - ☐ The Preliminary Plat shall be shown on a single sheet (additional detail sheets okay to show all required information).
  - ☐ Existing topographic contours at a minimum of 2 foot intervals.
  - ☐ Survey ties across all existing right-of-way located adjacent to the boundary of the subdivision and dimensions from the centerline of all existing pavement to the edge of the right-of-way.
  - ☐ Centerline tangent lengths and curve data for all proposed roads.
  - ☐ A table on the Preliminary Plat that includes all proposed roadways and their respective name, functional classification, design speed, length, right-of-way width, pavement width, rural/urban and whether public/private.
  - ☐ Locations and approximate sizing of proposed stormwater detention basins shall be shown on the Preliminary Plat. If exempt from providing stormwater detention, state such on the Preliminary Plat.
- ☐ The proposed subdivision complies with the Williamson County Long Range Transportation Plan (Appendix B2.1 of the Subdivision Regulations).
- ☐ A copy of the current deed(s) showing ownership of the property being subdivided.
- ☐ A complete preliminary drainage report or a letter requesting an exemption from detention requirements (see Appendix Q1 for minimum requirements), must be submitted simultaneously, provide documentation of submittal or resubmit with the Preliminary Plat.
- ☐ If the source of water intended to supply a subdivision is groundwater, then a report must be prepared by an Engineer or Geoscientist, licensed in the State of Texas, that certifies that there is adequate groundwater available for the subdivision.
- ☐ Documentation showing submittal of the Preliminary Plat to the Williamson County 911 Addressing Coordinator (can be emailed to [gis@wilco.org](mailto:gis@wilco.org)) and the appropriate emergency service district (ESD).
- ☐ A variance request (if applicable).
- ☐ A paperless electronic submittal of all required information above on a labeled CD-ROM or flash drive.

This checklist is not a complete list of all state and local subdivision regulations. The purpose of this checklist is to assist the applicant in preparing a complete application so that it may be accepted by the County and the review process can begin.



## P2 – Final Plat

### COMPLETENESS CHECKLIST FINAL PLAT



The following items must be provided to the County Engineer's Office with each Final Plat application in order to be accepted as a complete application for review.

- ☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)
- ☐ Application review fee (\$550 + \_\_\_\_\_ feet road x \$1.00 per foot + \_\_\_\_\_ lots x \$25 per lot = \$\_\_\_\_\_)
- ☐ Final Plat document including the following:
  - ☐ A digital file of the Final Plat in Adobe .pdf format.
  - ☐ A table on the Final Plat that includes all proposed roadways and their respective name, length, design speed, right-of-way width and whether public/private.
  - ☐ A table on the Final Plat that includes driveway culvert sizing for all lots designed by a registered professional engineer (if applicable).
  - ☐ Delineation of the 100-year floodplain on the Final Plat based on an engineering study or FEMA flood study and minimum finished floor elevations for each lot adjacent to the floodplain (if applicable).
  - ☐ The Final Plat shall include approval signatures blocks and metes and bounds description of the property to be subdivided certified by a Registered Professional Land Surveyor.
- ☐ The proposed subdivision complies with the Williamson County Long Range Transportation Plan (Appendix B2.1 of the Subdivision Regulations).
- ☐ A copy of the current deed(s) showing ownership of the property being subdivided.
- ☐ A letter of serviceability from an entity or entities providing water service unless individual private wells.
- ☐ An approved refined drainage report or a letter requesting an exemption from detention requirements (see Appendix Q2 for minimum requirements), must be submitted simultaneously, provide documentation of submittal or resubmit with the Final Plat.
- ☐ Sufficient Bond has been provided and construction plans approved, **OR**
- ☐ Infrastructure constructed, inspected and accepted for County Maintenance
- ☐ If the subdivision will contain on-site private well and/or an on-site sewage facility (OSSF), provide documentation of a submittal, or provide the MyGovernmentOnline application number of an OSSF subdivision review to the Williamson County OSSF Program.
- ☐ Documentation showing submittal of the final plat to the appropriate emergency services district (ESD) or County Fire Marshal.
- ☐ A variance request (if applicable).
- ☐ A paperless electronic submittal of all required information above on a labeled CD-ROM or flash drive.

This checklist is not a complete list of all state and local subdivision regulations. The purpose of this checklist is to assist the applicant in preparing a complete application so that it may be accepted by the County and the review process can begin.

## P3 – Replat

### COMPLETENESS CHECKLIST REPLAT/AMENDED PLAT



The following items must be provided to the County Engineer's Office with each Replat/Amended Plat application in order to be accepted as a complete application for review.

- ☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)
- ☐ Application review fee (\$550)
- ☐ Replat/Amended Plat document including the following:
  - ☐ A digital file of the Replat/Amended Plat in Adobe .pdf format.
  - ☐ A table on the Replat/Amended Plat that includes all proposed roadways and their respective name, length, design speed, right-of-way width and whether public/private.
  - ☐ A table on the Replat/Amended Plat that includes driveway culvert sizing for all lots designed by a registered professional engineer (if applicable).
  - ☐ Delineation of the 100-year floodplain on the Replat/Amended Plat based on an engineering study or FEMA flood study and minimum finished floor elevations for each lot adjacent to the floodplain (if applicable).
  - ☐ The Replat/Amended Plat shall include approval signatures blocks and metes and bounds description of the property to be subdivided certified by a Registered Professional Land Surveyor.
- ☐ The proposed subdivision complies with the Williamson County Long Range Transportation Plan (Appendix B2.1 of the Subdivision Regulations).
- ☐ A copy of the current deed(s) showing ownership of the property being subdivided.
- ☐ A copy of the existing plat(s).
- ☐ A letter of serviceability from an entity or entities providing water service unless individual private wells.
- ☐ An approved refined drainage report or a letter requesting an exemption from detention requirements (see Appendix Q2 for minimum requirements), must be submitted simultaneously, provide documentation of submittal or resubmit with the Replat/Amended Plat.
- ☐ Sufficient Bond has been provided and construction plans approved, **OR**
- ☐ Infrastructure constructed, inspected and accepted for County Maintenance
- ☐ If the subdivision will contain on-site private well and/or an on-site sewage facility (OSSF), provide documentation of a submittal or provide the MyGovernmentOnline application number of an OSSF subdivision review to the Williamson County OSSF Program.
- ☐ Documentation showing submittal of the replat/amended plat to the appropriate emergency services district (ESD) or County Fire Marshal.
- ☐ A variance request (if applicable).
- ☐ A paperless electronic submittal of all required information above on a labeled CD-ROM or flash drive.

This checklist is not a complete list of all state and local subdivision regulations. The purpose of this checklist is to assist the applicant in preparing a complete application so that it may be accepted by the County and the review process can begin.

## P4 – Minor Plat

### COMPLETENESS CHECKLIST MINOR PLAT



The following items must be provided to the County Engineer's Office with each Minor Plat application in order to be accepted as a complete application for review.

- ☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)
- ☐ Application review fee (\$550)
- ☐ Minor Plat document including the following:
  - ☐ A digital file of the Minor Plat in Adobe .pdf format.
  - ☐ Survey ties across all existing right-of-way located adjacent to the boundary of the subdivision and dimensions from the centerline of all existing pavement to the edge of the right-of-way.
  - ☐ The Minor Plat shall include approval signatures blocks and metes and bounds description of the property to be subdivided certified by a Registered Professional Land Surveyor.
- ☐ The proposed subdivision complies with the Williamson County Long Range Transportation Plan (Appendix B2.1 of the Subdivision Regulations).
- ☐ A copy of the current deed(s) showing ownership of the property being subdivided.
- ☐ A letter of serviceability from an entity or entities providing water service unless individual private wells.
- ☐ Copies of existing plats, existing easements, development agreements, district creation documents (road, MUD, PID, etc.) and any other recorded documents that affect the property (if applicable).
- ☐ Letter requesting an exemption from detention requirements outlined in appendix B11. (see Appendix Q2 for minimum requirements) must be submitted simultaneously, provide documentation of submittal or resubmit with the Minor plat.
- ☐ Documentation showing that plat is exempt from a floodplain study (can be received by emailing [floodplain@wilco.org](mailto:floodplain@wilco.org))
- ☐ If the subdivision will contain on-site private well and/or an on-site sewage facility (OSSF), provide documentation of a submittal or provide the MyGovernmentOnline application number of an OSSF subdivision review to the Williamson County OSSF Program.
- ☐ Documentation showing submittal of the Minor Plat to the Williamson County 911 Addressing Coordinator (can be emailed to [gis@wilco.org](mailto:gis@wilco.org)) and the appropriate emergency service district (ESD).
- ☐ A variance request (if applicable).
- ☐ A paperless electronic submittal of all required information above on a labeled CD-ROM or flash drive.

This checklist is not a complete list of all state and local subdivision regulations. The purpose of this checklist is to assist the applicant in preparing a complete application so that it may be accepted by the County and the review process can begin.

# Appendix Q – Drainage Completeness Checklist

## Q1 – Preliminary Plat Drainage Report

### COMPLETENESS CHECKLIST PRELIMINARY PLAT DRAINAGE REPORT



This application is intended to provide the minimum information and data needed for the County to assess the Preliminary Plat Drainage Report. The following documentation is the minimum required for acceptance of the Preliminary Plat Drainage Report:

- ☐ Detention Required?
  - ☐ Yes:
    - ☐ Preliminary plat drainage report that is signed and sealed by a professional engineer
    - ☐ Preliminary existing and proposed drainage area maps per WCSR B11.13.5:
      - ☐ Drainage area boundaries and sizes
      - ☐ Labeled contours
      - ☐ North arrow
      - ☐ Time of concentration paths and values
      - ☐ Peak flows at points of interest
      - ☐ Locations of bridges and major culverts
      - ☐ Creeks, watercourses, channels and drainage easements
    - ☐ Preliminary detention pond locations and approximate volumes
  - ☐ No:
    - ☐ Detention exemption request letter requesting detention exemption per WCSR B11.1.1, B11.1.2, or B11.1.3.
- ☐ Floodplain Study Required?
  - ☐ Yes:
    - ☐ Preliminary plat drainage report that is signed and sealed by a professional engineer
    - ☐ Preliminary floodplain exhibit with 100-yr floodplain boundaries and lot lines
  - ☐ No:
    - ☐ Per WCSR 4.23, verify no areas within the plat include a FEMA -mapped floodplain with a Zone A classification, or no watercourse whose upstream drainage basin is larger than 64 acres.
    - ☐ Per WCSR 4.23, there is a FEMA Zone AE within or adjacent to the plat, and the 500 yr. flood elevation will be utilized as an alternative to the 100 yr. NOAA Atlas 14 floodplain.

This is not intended to be a complete listing of requirements, but minimum documentation for acceptance of the Preliminary Drainage Report for review per HB3167.

# Q2 – Refined Drainage Report

## COMPLETENESS CHECKLIST REFINED DRAINAGE REPORT



This application is intended to provide the minimum information and data needed for the County to assess the Refined Drainage Report. If not within construction plan drawings, the following documentation is the minimum required for acceptance of the Refined Drainage Report:

- ☐ Detention Required?
  - ☐ Yes:
    - ☐ Refined drainage report that is signed and sealed by a professional engineer
    - ☐ Refined existing and proposed drainage area maps per WCSR B11.14.4:
      - ☐ Drainage area boundaries and sizes
      - ☐ Labeled contours
      - ☐ North arrow
      - ☐ Time of concentration paths and values
      - ☐ Runoff coefficients or curve numbers
      - ☐ Peak flows at points of interest
      - ☐ Locations of bridges and cross culverts
      - ☐ Creeks, watercourses, channels and drainage easements
    - ☐ HEC-HMS digital model and model version
    - ☐ Construction Plans for detention pond(s)
  - ☐ No:
    - ☐ Detention exemption request letter requesting detention exemption per WCSR B11.1.1, B11.1.2, or B11.1.3 on file.
- ☐ Floodplain Study Required?
  - ☐ Yes:
    - ☐ Refined drainage report that is signed and sealed by a professional engineer
    - ☐ Refined floodplain study exhibit with the following:
      - ☐ 100-yr floodplain boundary and lot lines
      - ☐ Labeled contours
      - ☐ North arrow
      - ☐ Location of cross sections used in HEC-RAS
      - ☐ 100-year water surface elevations at cross sections
    - ☐ HEC-RAS model, version, and plan runs associated to the final design of the project
  - ☐ No:
    - ☐ Per WCSR 4.23, verify no areas within the plat include a FEMA -mapped floodplain with a Zone A classification, or no watercourse whose upstream drainage basin is larger than 64 acres.
    - ☐ Per WCSR 4.23, there is a FEMA Zone AE within or adjacent to the plat, and the 500 yr. flood elevation will be utilized as an alternative to the 100 yr. NOAA Atlas 14 floodplain.

This is not intended to be a complete listing of requirements, but minimum documentation for acceptance of the Refined Drainage Report for review per HB3167.



# Appendix R – Geotechnical Completeness Checklist

## COMPLETENESS CHECKLIST GEOTECHNICAL REPORT



The following items must be provided to the County Engineer's Office with each Geotechnical Report in order to be accepted as a complete Geotechnical Report for review.

- ☐ The report shall be signed and sealed by a Registered Professional Engineer
- ☐ The report shall include a pavement design based on a 20-year design life
- ☐ Soils test borings shall be spaced at a maximum of every 500 linear feet along the proposed roadways
- ☐ Site plan showing the test boring locations
- ☐ Results of sampled and tested subgrade for plasticity index.

This is not intended to be a complete listing of the geotechnical report requirements, but minimum documentation for acceptance of the plans for review per HB3167.

# Appendix S – Construction Plans Checklist

## COMPLETENESS CHECKLIST FOR CONSTRUCTION PLANS



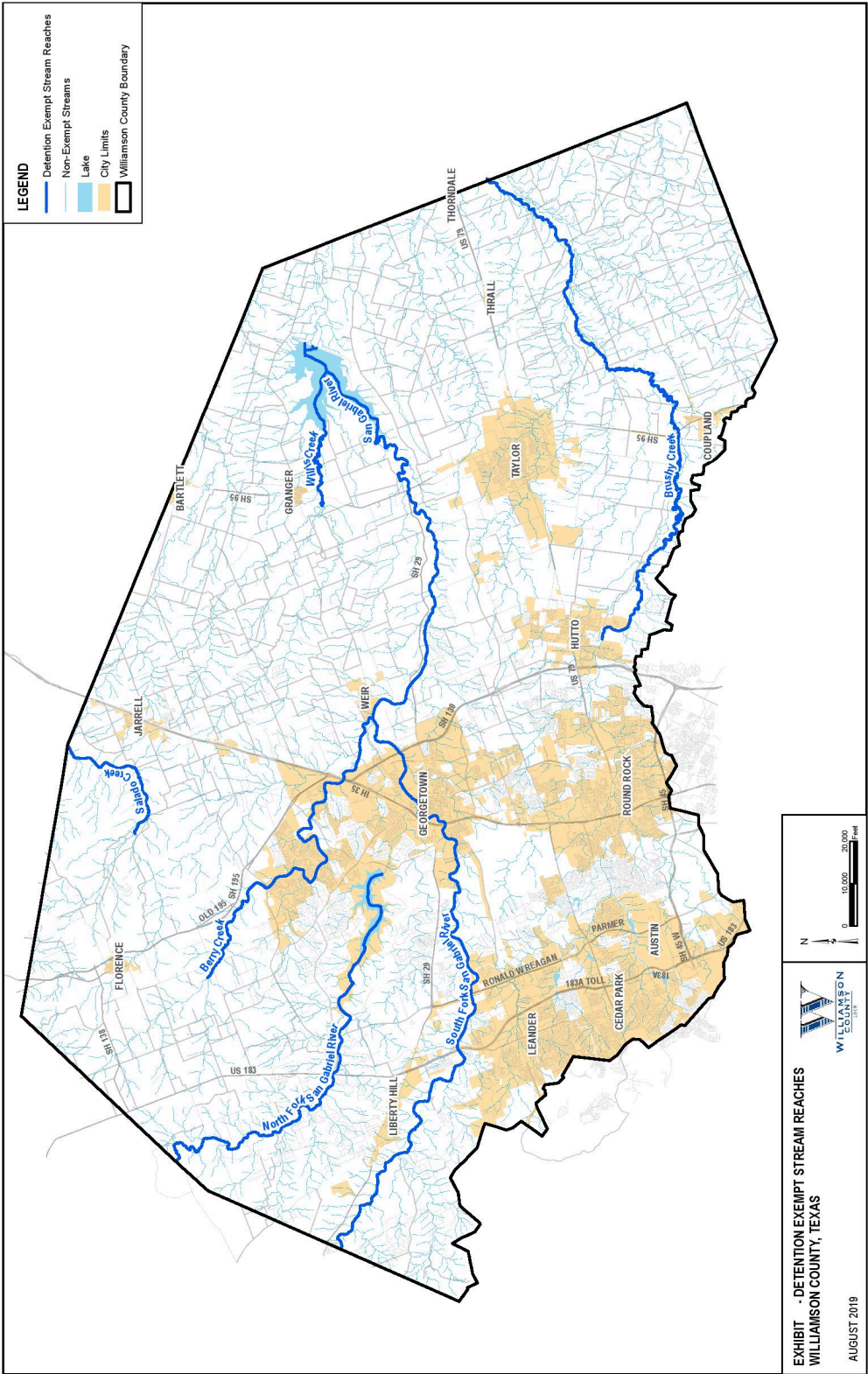
This application is intended to provide the minimum information and data needed for the County to assess subdivision construction plan submission.

The following documentation is the minimum required for acceptance of the plans for review.

- ☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)
- ☐ Application review fee ( \_\_\_\_\_ lots x \$35 per lot + \_\_\_\_\_ feet road x \$1.00 per foot = \$ \_\_\_\_\_)
- ☐ An approved preliminary plat.
- ☐ An approved geotechnical report specific to the plan submission.
- ☐ A refined drainage report or a letter requesting an exemption from detention requirements (see Appendix Q2 for minimum requirements), must be submitted simultaneously, provide documentation of submittal or resubmit with the construction plans.
- ☐ A digital file of the construction plans in Adobe .pdf format and 1 full-size hard copy of the construction plans (initial submittal only).
- ☐ Documentation showing submittal of the construction plans to the appropriate emergency service district (ESD) or County Fire Marshal.
- ☐ Cover Sheet with signature blocks for the design professional, Williamson County Engineer, City if within the ETJ, as well as any applicable MUD/SUD.
- ☐ Applicable design criteria used for the plan submission (Acceptable design criteria are ITE "Urban Street Geometric Design, the current AASHTO "A Policy on Geometric Design of Highways and Streets", the current City of Austin's Transportation Criteria Manual, or UDC if within a City's ETJ
- ☐ Williamson County construction notes Sections B4 through B9 of the Subdivision Regulations.
- ☐ Roadway name, length, classification and design speed for all roadways in the plan submission;
- ☐ Storm water management controls for any development that increases runoff from the existing state (unless exempt).

This is not intended to be a complete listing of subdivision construction plan details, standards or design requirements, but minimum documentation for acceptance of the plans for review per HB3167.

# Exhibit 1 – Detention Exempt Stream Reaches Map







## Depth-Duration Frequency Values (HEC-HMS Frequency Storm)

Williamson County has adopted the use of a 24-hour HEC-HMS frequency storm distribution for use with time-varying rainfall simulations. The depth-duration-frequency (DDF) values to be used for the four (4) Zones are shown in Exhibit 2 Tables 1-4 below. These depths should be entered directly into HEC-HMS software as input to the frequency storm meteorologic models. HEC-HMS will generate the appropriate rainfall distribution for each recurrence interval. The Atlas 14 depths provided are based on a partial-duration analysis; no partial-to-annual output conversion is required.

For use of the frequency storm in HEC-HMS for the evaluation of the 24-hour event, the meteorological model parameters should be set as follows:

Input Type: Partial Duration (NOAA Atlas 14 precipitation frequency estimates are based on analysis of partial duration series).

Output Type: Annual Duration.

Intensity Duration: 5 minutes.

Storm Duration: 1 Day.

Intensity Position: 50 percent.

Storm Area (mi<sup>2</sup>): Blank or zero areas less than 10 square miles. Use areal reduction for larger areas.

Curve: Uniform for all subbasins.

The computational time interval for computer simulations should be selected based on criteria for the minimum lag time in a given model. The computational time interval used in a HEC-HMS model should be no more than 6 minutes. A 1-minute time interval is recommended in order to accurately determine the peak flow.

**EXHIBIT 2 - TABLE 1, DEPTH-DURATION-FREQUENCY VALUES  
SALADO CREEK ZONE**

<b>DURATION</b>	<b>2-YR</b>	<b>5-YR</b>	<b>10-YR</b>	<b>25-YR</b>	<b>50-YR</b>	<b>100-YR</b>	<b>500-YR</b>	<b>1000-YR</b>
<b>5 MIN</b>	0.508	0.643	0.758	0.919	1.05	1.18	1.51	1.67
<b>15 MIN</b>	1.02	1.29	1.51	1.83	2.08	2.33	2.99	3.3
<b>1 HR</b>	1.86	2.35	2.77	3.36	3.82	4.31	5.67	6.35
<b>2 HR</b>	2.28	2.93	3.51	4.37	5.07	5.86	8.07	9.18
<b>3 HR</b>	2.52	3.27	3.97	5.02	5.91	6.92	9.77	11.2
<b>6 HR</b>	2.95	3.87	4.74	6.08	7.24	8.56	12.3	14.2
<b>12 HR</b>	3.4	4.45	5.46	6.98	8.29	9.8	14.1	16.3
<b>24 HR</b>	3.9	5.09	6.2	7.88	9.3	10.9	15.6	17.9



**EXHIBIT 2 - TABLE 2, DEPTH-DURATION-FREQUENCY VALUES****SAN GABRIEL RIVER ZONE**

<b>DURATION</b>	<b>2-YR</b>	<b>5-YR</b>	<b>10-YR</b>	<b>25-YR</b>	<b>50-YR</b>	<b>100-YR</b>	<b>500-YR</b>	<b>1000-YR</b>
<b>5 MIN</b>	0.51	0.643	0.757	0.921	1.05	1.19	1.53	1.69
<b>15 MIN</b>	1.02	1.29	1.51	1.84	2.1	2.37	3.03	3.33
<b>1 HR</b>	1.88	2.37	2.79	3.4	3.88	4.39	5.79	6.47
<b>2 HR</b>	2.3	2.95	3.55	4.43	5.16	5.98	8.28	9.43
<b>3 HR</b>	2.55	3.3	4.02	5.09	6.01	7.06	10.1	11.6
<b>6 HR</b>	2.98	3.91	4.81	6.18	7.38	8.75	12.7	14.7
<b>12 HR</b>	3.44	4.51	5.54	7.12	8.48	10.1	14.6	16.9
<b>24 HR</b>	3.94	5.15	6.3	8.04	9.53	11.2	16.1	18.6

**EXHIBIT 2 – TABLE 3, DEPTH-DURATION-FREQUENCY VALUES****BRUSHY CREEK ZONE**

<b>DURATION</b>	<b>2-YR</b>	<b>5-YR</b>	<b>10-YR</b>	<b>25-YR</b>	<b>50-YR</b>	<b>100-YR</b>	<b>500-YR</b>	<b>1000-YR</b>
<b>5 MIN</b>	0.52	0.649	0.761	0.92	1.05	1.18	1.5	1.65
<b>15 MIN</b>	1.04	1.3	1.52	1.83	2.09	2.35	2.97	3.25
<b>1 HR</b>	1.91	2.39	2.8	3.39	3.85	4.35	5.65	6.27
<b>2 HR</b>	2.35	2.99	3.57	4.41	5.1	5.87	7.98	9.02
<b>3 HR</b>	2.6	3.36	4.05	5.08	5.94	6.91	9.65	11
<b>6 HR</b>	3.05	3.98	4.86	6.18	7.32	8.61	12.3	14.2
<b>12 HR</b>	3.49	4.57	5.6	7.17	8.52	10.1	14.6	16.9
<b>24 HR</b>	3.96	5.2	6.37	8.16	9.69	11.5	16.6	19.3

**EXHIBIT 2 - TABLE 4, DEPTH-DURATION-FREQUENCY VALUES****LAKE CREEK ZONE**

<b>DURATION</b>	<b>2-YR</b>	<b>5-YR</b>	<b>10-YR</b>	<b>25-YR</b>	<b>50-YR</b>	<b>100-YR</b>	<b>500-YR</b>	<b>1000-YR</b>
<b>5 MIN</b>	0.519	0.653	0.774	0.952	1.1	1.26	1.66	1.84
<b>15 MIN</b>	1.04	1.31	1.55	1.9	2.19	2.5	3.28	3.63
<b>1 HR</b>	1.92	2.42	2.86	3.52	4.07	4.66	6.27	7.05
<b>2 HR</b>	2.35	3.03	3.66	4.61	5.42	6.33	8.89	10.2
<b>3 HR</b>	2.61	3.4	4.16	5.31	6.32	7.48	10.7	12.4
<b>6 HR</b>	3.05	4.03	4.99	6.46	7.76	9.26	13.6	15.8
<b>12 HR</b>	3.51	4.64	5.75	7.44	8.93	10.7	15.7	18.3
<b>24 HR</b>	4.01	5.29	6.51	8.39	10	11.9	17.4	20.3

**Intensity-Duration-Frequency Equation (Rational Method)**

Rainfall intensity, the average rainfall rate in inches per hour, is a key parameter in the Rational Method equation. Rainfall intensity is selected based on design rainfall duration and design frequency (recurrence interval). The design duration is equal to the time of concentration for the drainage area under consideration. The minimum time of concentration shall be 10 minutes. Refer to the spreadsheet "TxDOT

EBDLKUP-2019-vC6.2.10.xlsx" located on the Williamson County website to compute rainfall intensity values.

# Appendix T

If a City is primary for review of platting and design (per the 1445 agreement) and City does not annex subdivision prior to final plat, then the following are required for the County's asset management records:

- T.1 Pre-development meeting notes
- T.2 Initial application submittal (incl. application form and all related required documentation as required by the County subdivision regulations, as amended)
- T.3 The appropriate application completeness checklist used in determining if the application is complete/incomplete
- T.4 Copy of complete/incomplete letter sent to the applicant including initial review timeframe
- T.5 All formal review comments communicated to the applicant/owner/developer/surveyor/engineer on the initial application review
- T.6 All application re-submittals (incl. applicant/owner/developer/surveyor/engineer response to comments and all documents transmitted with the re-submittal)
- T.7 All formal review comments communicated to the applicant/owner/developer/surveyor/engineer on all re-submittal application reviews
- T.8 All formal communication with the applicant/owner/developer/surveyor/engineer that all comments have been addressed
- T.9 All correspondence related to each application
- T.10 Digital files prior to the approval of a plat (One file shall be in an Adobe .pdf format, and the other files shall be in an AutoCAD.dwg, .dgn, and .shp format. All entities or objects within the .dwg and .dgn files shall be at zero elevation. The coordinate system of the electronic drawing shall be the Texas State Plane Coordinate System, Central Zone, U.S. Survey feet, grid coordinates. Right-of-way centerlines, real property boundary lines, (lots, blocks, external subdivision boundary, rights-of-way, etc.) and text shall each reside on independent or separate layers.)
- T.11 Final digital version (in Adobe .pdf format unless otherwise stated) of each approved application or approved revision to an application clearly noted as "approved" (incl. preliminary plat, minor plat, final plat, replat, amended plat, preliminary drainage report, refined drainage report, geotechnical report or subdivision construction plans)
- T.12 Documentation of a final approval or approved revision of each application by the appropriate approving entity/person (incl. governing body, elected official, department head, director, etc.)
- T.13 A complete timeline for each application from the initial submittal to final approval.
- T.14 For detention design, major channel design and analysis, determination of peak flow rates for floodplain modeling, and hydrologic channel routing, the U.S. Army Corps of Engineers HEC-HMS software, must be utilized. For floodplain studies, major channel design and analysis, and determination of finished floor elevations, the U.S. Army Corps of Engineers HEC-RAS software

must be utilized. A copy of all HEC-HMS and HEC-RAS models received, reviewed and approved must be stored in the application file.

If a City is primary for inspection of construction (per the 1445 agreement) and City does not annex subdivision prior to final plat, then the following are required for the County's asset management records:

- T.15 Written copy of completed Field Punchlist
- T.16 Utility/Storm Sewer info (Proctors, Densities, Camera or Visual Inspection, etc.)
- T.17 Quality Assurance/Quality Control testing Info/Geotech Field Report(s)
- T.18 Subgrade Investigation/Lime information (Proctors, Proof Roll, Densities, PH, Etc.)
- T.19 Flex Base information (Proctors, Depths, Densities)
- T.20 Asphalt information (JMF, Densities, Cores, Level 1B report/Wilco Lab Cores)
- T.21 Signed/Sealed Engineer's concurrence letter
- T.22 Copy of Williamson County License Agreement (if applicable)
- T.23 Copy of 2-year warranty bond/Cash Surety
- T.24 Documentation of release of Performance Bonds or cash fund balances for plat recordation
- T.25 Signed/Sealed As-Built Plans in PDF format (incl. Dry Utility Plans and Final Roadbed Design profile)
- T.26 Written verification that signs and markings installed match as-built plans (in compliance with WilCo Regulations)
- T.27 Written notification to WilCo Road & Bridge sign maintenance of completed project
- T.28 Notification to WilCo Road & Bridge that GIS Street status shall be updated from "under construction" to "warranty period"
- T.29 Documentation that the ROW has been dedicated to the public (shall be dedicated via plat unless other prior agreement with WilCo)
- T.30 Copies of plans and details for Bridge Class Culverts
- T.31 Notification to WilCo Road & Bridge to Update Viewwork's project status to "Hold" when infrastructure is completed
- T.32 Copy of the NOT or NOC (with Phase and Section and New Operator Contact information)
- T.33 Copy of monthly SW3P Reports
- T.34 Completed "Conditional Acceptance Checklist" Form

**Commissioners Court - Regular Session****48.****Meeting Date:** 06/22/2021

Bagdad Rd (CR279) North Antiquities Permit Application

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigations on the CR 279 (Bagdad Road North) Project, a Road Bond Project in Commissioner Pct 2. (P343).

**Background**

The permit requests the approval of pedestrian survey, with surface and subsurface investigations as necessary based on field conditions on CR 279 (Bagdad Road North) needed to satisfy Environmental Due Diligence requirements. Portions of the attached application have been redacted prior to placing on the court agenda, to protect restricted information. Redacted information will be included in the application to the THC. No investigations will take place until a permit is received from the Texas Historical Commission.

---

**Fiscal Impact**

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

**Attachments**

Bagdad(CR279)North-THC-AntiquitiesPermit-App

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 09:06 AM

Started On: 06/16/2021 09:09 AM



# ANTIQUITIES PERMIT APPLICATION FORM

## ARCHEOLOGY

### GENERAL INFORMATION

#### I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Intensive Archeological Survey for Bagdad Road/County Road 279  
Improvements  
County (ies) Williamson County  
USGS Quadrangle Name Liberty Hill, Nameless  
UTM Coordinates (approximate) Zone 14 E 605103-603563 N 3388328-3392467  
Location Along Bagdad Road from Spivey Road to near Aynsworth Street in southwestern Williamson County  
Federal Involvement ☒ Yes ☐ No  
Name of Federal Agency TBD  
Agency Representatives \_\_\_\_\_

#### II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County  
Representative Bill Gravell, Jr., County Judge  
Address 710 South Main Street, Suite 101  
City/State/Zip Georgetown, Texas, 78626  
Telephone (include area code) 512-943-1550 Email Address \_\_\_\_\_

#### III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor \_\_\_\_\_  
Representative \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Telephone (include area code) \_\_\_\_\_ Email Address \_\_\_\_\_

### PROJECT INFORMATION

#### I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name David Sandrock, MA, RPA  
Affiliation Cox|McLain Environmental Consulting, Inc.  
Address 8401 Shoal Creek Boulevard, Suite 100  
City/State/Zip Austin, Texas 78757  
Telephone (include area code) (512) 338-2223 Email Address dauids@coxmcclain.com

(OVER)

## ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

### II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork July 1, 2021  
Requested Permit Duration 5 Years 0 Months (1 year minimum)  
Scope of Work (Provided an Outline of Proposed Work) survey with shovel testing (see attached research design)

### III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Cox|McLain Environmental Consulting, Inc.  
Permanent Curatorial Facility Center for Archeological Studies (CAS) at Texas State University

### IV. OWNER'S CERTIFICATION

I, Judge Bill Gravell, Jr., as legal representative of the Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Co-owner, and Principal Investigator are responsible for completing the terms of this permit.

Signature \_\_\_\_\_ Date \_\_\_\_\_

### V. SPONSOR'S CERTIFICATION

I, \_\_\_\_\_, as legal representative of the Sponsor, \_\_\_\_\_, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.

Signature \_\_\_\_\_ Date \_\_\_\_\_

### VI. INVESTIGATOR'S CERTIFICATION

I, David Sandrock, as Principal Investigator employed by Cox|McLain Environmental Consulting, Inc. (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature  Date June 9, 2021

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vitae must be on file with the Division of Antiquities Protection.

### FOR OFFICIAL USE ONLY

Reviewer \_\_\_\_\_ Date Permit Issues \_\_\_\_\_  
Permit Number \_\_\_\_\_ Permit Expiration Date \_\_\_\_\_  
Type of Permit \_\_\_\_\_ Date Received for Data Entry \_\_\_\_\_

Texas Historical Commission  
Archeology Division  
P.O. Box 12276, Austin, TX 78711-2276  
Phone 512/463-6096  
www.thc.state.tx.us



**TEXAS  
HISTORICAL  
COMMISSION**

*The State Agency for Historic Preservation*

# **ARCHEOLOGICAL INTENSIVE SURVEY SCOPE**

## **Bagdad Road/County Road 279 Improvements, Williamson County, Texas**

### **Project Description**

The purpose of the investigation described in this document is to identify cultural resources within the footprint of Williamson County's proposed Bagdad Road/County Road (CR) 279 Improvements project, which is located in southwestern Williamson County, Texas (**Figures 1, 2, and 3**). Williamson County is proposing roadway improvements along Bagdad Road/CR 279 from Spivey Road to approximately 244 meters (800 feet) southeast of the intersection of Bagdad Road and Aynsworth Street. These improvements include bridge replacement and realignment, as well as improvements to intersecting streets along the APE. The overall project footprint extends over a linear distance of approximately 4.48 kilometers (2.78 miles) and covers a total of 67.23 acres. The majority of this project footprint is located within areas that have been disturbed by previous roadway construction, nearby development, or utility installations.

The project is locally funded and no federal permitting requirements have been identified; therefore, the applicable regulatory framework for this project is the Antiquities Code of Texas. However, in order to take a conservative approach, the evaluation presented in this letter is intended to comply with Section 106 of the National Historic Preservation Act (NHPA), as well as the Antiquities Code of Texas, in the event that a federal nexus develops.

The area of potential effects (APE) for archeological resources consists of the entire 67.23-acre project footprint. The vast majority of this project footprint is located within areas that have been previously disturbed, but the project includes 31.83 acres of proposed right-of-way. The anticipated depth of impacts will generally be less than 1 meter (3.24 feet) below ground surface, but limited portions of the APE may see deeper impacts, including those associated with bridge footings.

### **Background Information**

The APE is located near the intergrade of the Blackland Prairie and Edwards Plateau Natural Regions (Gould et al. 1960). The Blackland Prairie region extends from the Red River in northeast Texas to Bexar County in south-central Texas. The region is characterized by scattered deciduous trees, including honey mesquite, and dominant grasses such as little bluestem, switchgrass, big bluestem, and eastern gamagrass. The Edwards Plateau region is located in the Texas Hill Country in west-central Texas, and is characterized by dense Ashe juniper trees, oaks, and grasses, situated on a largely dissected limestone plateau that is hillier to the south and east (Griffith et al. 2004; Texas Parks and Wildlife Department [TPWD] 2011).

The APE is situated at elevations of approximately 280 to 314 meters (600 to 627 feet) above mean sea level in an upland, sparsely developed rural residential area between Leander and Liberty Hill. The APE intersects Lower South Fork San Gabriel River near the central portion of the alignment and Jinks Branch near the southern portion of the alignment; neither of these drainages are associated with deep Holocene-age deposits. Surface geology consists of Early Cretaceous-age Glen Rose limestone with limited areas of Walnut Clay (United States Geological Survey [USGS] 2021a). According to Natural Resources Conservation Service (NRCS) data, soils are mapped as Eckrant cobbly clay on 1 to 8 percent slopes, Fairlie clay on 1 to 2 percent slopes, moist Doss silty clay on 1 to 5 percent slopes, Denton silty clay on 3 to 5 percent slopes, Sunev silty clay loam on 1 to 3 percent slopes, frequently flooded and channelized Oakalla soils on 0 to 1 percent slopes, Brackett-Rock outcrop-Real complex on 8 to 30 percent soils, Eckrant stony clay on 0 to 3 percent slopes, and Brackett gravelly clay loam on 3 to 12 percent slopes (Soil Survey Staff 2021). Of these soils, only the Oakalla series soils feature A horizons that extend more than 30 centimeters (1 foot) below surface, and none of these soils are likely to contain buried A horizons or paleosols more than 1 meter (3.24 feet) below ground surface.

A search of the Texas Archeological Sites Atlas (Atlas) maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory (TARL) was conducted in order to identify archeological sites, historical markers (Recorded Texas Historic Landmarks or RTHLs), properties or districts listed on the National Register of Historic Places (NRHP), State Antiquities Landmarks (SALs), cemeteries, or other cultural resources that may have been previously recorded in or near the project area (THC 2021).

According to previous survey coverage data available in the Atlas, a portion of the southern end of the APE was subjected to previous archeological study during a 2017 survey conducted along Bagdad Road by SWCA for Williamson County. Previous archeological projects mapped within the 1-kilometer (0.62-mile) study area around the APE include:

- A 2002 linear survey along Stubblefield Lane, conducted by Cedar Valley Environmental Services, located west of the APE;
- A 2008 testing project conducted near the Whitehead Cemetery by Mercyhurst Archaeological Institute, located east of the APE;
- A 2013 areal project conducted by ARCADIS for AmeriSphere Multifamily Finance, LLC, located northeast of the APE;
- A 2017 areal survey conducted by ACI Consulting for Williamson County, located west of the APE (THC 2021).

According to Atlas data, no previously recorded archeological resources of any kind are mapped within or adjacent to the APE. All previously recorded resources mapped within the 1-kilometer study area around the APE are listed below in **Table 1** (THC 2021). No known sites or NRHP-/SAL-eligible resources will be impacted directly or indirectly by the proposed project.

No known archeological sites are located within or adjacent to the APE, but six archeological sites, three historical markers, and two cemeteries are mapped within the surrounding 1-kilometer study area. All resources mapped within 1 kilometer of the study area are listed below in **Table 1**. It is unlikely that any previously recorded cultural resources of any kind will be impacted directly or indirectly by the proposed project.

<b>Name/Trinomial</b>	<b>Description</b>	<b>Location</b>	<b>NRHP/SAL Eligibility</b>
41WM142	Prehistoric-age burned rock midden containing lithic debitage, burned rock, and multiple diagnostic tools.	500 meters northeast of APE	NRHP-eligible, listed as a SAL
41WM1088	Multicomponent site containing prehistoric-age burned rock midden containing chert flakes and projectile points and historic-age ranch house.	750 meters east of APE	NRHP-eligible, listed as a SAL
41WM1090	Prehistoric-age burned rock midden containing lithic debitage, burned rock, and chert tools; associated with 41WM142.	480 meters northeast of APE	Undetermined
41WM1153	Prehistoric-age burned rock midden and buried, intact rock earth oven containing lithic debitage and burned rock.	650 meters east of APE	Undetermined, likely destroyed
41WM1356	Historic-age farmstead remains containing a possible well or burn pit, chimney remains, concrete slab, and scattered historic artifacts.	750 meters west of APE	Undetermined
41WM1357	Historic-age rock walls constructed for farming and ranching.	880 meters west of APE	Undetermined
Liberty Hill Masonic Hall	Historical marker for a historic-age meeting hall.	600 meters north of APE	Undetermined

Liberty Hill Methodist Church	Historical marker for a historic-age church.	580 meters north of APE	Undetermined
Stubblefield Building	Historical marker for a historic-age commercial building.	610 meters north of APE	Undetermined
Smith Family Cemetery	Cemetery with 10 interments dating from 1850 to 1896.	999 meters north of APE	Undetermined
Whitehead Cemetery	Cemetery with 41 interments dating from 1877 to 2015.	700 meters east of APE	Undetermined
Source: THC 2021			

Historic topographic maps and aerial imagery were also reviewed to examine how the project locale and surrounding area have been used over time. Reviewed materials include historic topographic maps from the years 1893, 1954, 1962, 1974, 1979, 1985, and 1986 and aerial imagery from the years 1962, 1964, 1966, 1981, 1985, 1995, 2004, 2008, 2010, 2014, 2016, and 2019 (National Environmental Title Research [NETR] 2021; USGS 2021b).

The earliest available topographic map for this area dates to 1893 and shows a single north-south roadway near (but potentially just west of) the current Bagdad Road alignment, as well as a railway east of the APE. The 1954 Austin map (1:250,000 scale) shows a similar roadway near the current APE, but this map is presented at too coarse of a scale to glean relevant information about development within the APE. The 1962 Liberty Hill and Leander maps (1:24,000 scale) show Bagdad Road largely in its current alignment, but no other forms of development are shown within or adjacent to the APE. The 1974 Austin map (1:250,000 scale) is presented at too coarse of a scale to glean relevant information about development within the APE. Subsequent maps from 1979, 1984, and 1987 all show a continued increase in residential development east of the APE, but no substantial changes are shown within or adjacent to the APE (NETR 2021; USGS 2021b).

The earliest available aerial imagery for this area (from 1962, 1964, and 1966) shows the APE in a largely unimproved condition, with only Bagdad Road and some minor intersecting roadways and expansive agricultural fields shown. Imagery from 1981 shows the beginnings of large expansions in residential development east of the APE, and nearby developments at Leander High School and New Hope Drive are shown under construction in the 1985 imagery. Imagery from 1996 also shows continued expansion of nearby residential development. Other than a continued expansion of development in areas near the APE, no significant changes are shown on subsequent imagery (2004, 2008, 2010, 2012, 2014, 2016, and 2019; NETR 2021; USGS 2021b). Known and perceived disturbances within the APE include those associated with agricultural pursuits, sparse rural residential development, and the installation of overhead and underground utilities.

Given the limited nature of development within and adjacent the APE, it is possible that unknown, undisturbed archeological resources of any age could exist in portions of the project area. Within the portions of the APE that have been subjected to previous disturbances, including the existing utility lines, residential properties, and roadways or any associated utility, wastewater, or stormwater improvements, it is unlikely that undisturbed resources of any age could occur. Generally, the proposed project area exhibits at least moderate potential to contain surficial prehistoric- or historic-age deposits and a low likelihood to contain deeply buried archeological deposits of any age.

## Research Design

CMEC will conduct intensive survey of the APE per Category 7 under 13 TAC 26.15 and using the definitions in 13 TAC 26.3. Field methods and strategies will comply with the requirements of 13 TAC 26.15, as established by the Council of Texas Archeologists (CTA) and approved by the THC.



This archeological survey would include the pedestrian survey of all areas within the project area and would be augmented by excavation of shovel tests throughout. All shovel tests will be excavated in natural levels or in 20-centimeter-thick (7.9-inch-thick) arbitrary levels (whichever is smaller) to subsoil or 100 centimeters (39.37 inches), whichever is encountered first. Excavated matrix will be screened through 0.635-centimeter (0.25-inch) hardware cloth as allowed by moisture and clay content, which may require that the removed sediment be crumbled/sorted by hand, trowel, and/or shovel point. Deposits will be described using conventional texture classifications and Munsell color designations. Radial shovel tests will be placed at 5-meter (16-foot) intervals around each shovel test containing cultural material until two negative units have been established in each cardinal direction, within the project limits. All components of the CTA standards approved in April 2020 will be rigorously followed.

Based upon a geomorphic review of the project area, CMEC does not anticipate that Holocene-age deposits deeper than one meter could be present within the project area. As a result, CMEC does not recommend any form of deep testing.

The project has a low probability of encountering human burials; however, if burials or potential human remains are found, work will stop immediately, and Williamson County and THC personnel will be notified immediately. All requirements of 9 TNRC 191, 13 TAC 2, and 8 THSC 711 will be followed.

Artifacts identified in shovel tests, trenches and surface contexts will be noted, described, photographed, and returned to their original contexts by archeologists who meet or exceed the Secretary of Interior's qualifications for professional archeologists. Descriptions will include, at minimum: artifact dimensions, artifact material type(s), artifact functional class (if apparent), Munsell colors, and provenience. All descriptions will be approved in field by the Project Archeologist. Following their description, all artifacts will be photographed from the maximum number of sides available (e.g., five for an intact bottle) prior to being returned to their original contexts. Additional in-field analysis will depend on particular artifact classes: for example, a historic-age bottle with incised markings that are not easily photographable may be sketched or drawn.

Any site recorded during the investigation will be assigned an identifying number in the form of a field site (or FS) designation, followed by a consecutively assigned number that will indicate the order in which the sites were discovered (e.g., FS-01, FS-02, etc.). This number is a temporary field number to be superseded by a formal site trinomial obtained following the completion of fieldwork (see below). CMEC defines an archeological site on the basis of content and extent. When a shovel test yields cultural material, additional shovel tests are excavated in a cruciform pattern at 5-meter intervals around the initial test, until two sterile shovel tests are encountered. A prehistoric site is defined as five or more cultural items (e.g., prehistoric stone tool manufacturing debris of different raw materials, or manufacturing debris in combination with stone tools) or one or more stationary and immovable objects – such as firepits or posthole molds – within a 20-meter (65.6-foot) square; for historic sites, a site is defined as five or more cultural items from at least two material types or artifact classes, or one or more stationary and immovable objects and at least one cultural item within a 20-meter (65.6-foot) square. A site's boundary is then defined within the extent of positive shovel tests and/or surface remnants.

Conversely, isolated finds of individual artifacts or small groups of similar non-diagnostic artifacts (for example, fewer than five flakes composed of the same material) not meeting the above site definition criteria will be recorded as an "Isolated Find" and given an Isolated Find number but not assigned a locus number or considered for listing in the NRHP. Likewise, a stationary and unmovable object – such as brick piers, etc. – with no associated cultural materials and not meeting the above definition criteria will be designated a "Locality," and as with Isolates, given a Locality number but not considered for eligibility in the NRHP. The locations of both

Isolates and Localities will be recorded. All encountered cultural resources will be treated as potential sites until proven otherwise.

CMEC personnel will keep a complete record of field notes with observations including (but not limited to) identified sites, cultural materials, location markers, contextual integrity, estimated time periods of occupations, vegetation, topography, hydrology, land use, soil exposures, general conditions at the time of the survey, and field techniques employed. The field notes will be supplemented by digital photographs.

## **Reporting and Curation**

Relevant field observations for any new sites discovered during these investigations will be transferred to TexSite forms and submitted to TARL for official recording and integration into the trinomial system. An analysis of recorded materials and site characteristics will be performed, and the results will be presented in a clear and concise manner. These data will be used to formulate a preliminary evaluation of the NRHP and/or SAL eligibility of each site, as well as a recommendation for further work or no further work, supported by explicit justifications (13 TAC 26.3; 13 TAC 26.10; 13 TAC 26.16). Data, sites recorded, and NRHP/SAL eligibility assessments will be presented in a standard draft survey report to be submitted to the County and THC for review and comment. Comments on the draft report will be incorporated into a final version to be submitted (with the number and format of copies to be determined based on client preferences) to the County and THC. Per 13 TAC 26.16, the final permit-closure submittal will include a transmittal letter, abstract form, project area shapefile, tagged PDF files of the report in both restricted (with site locations) and public (without site locations) versions, as applicable.

Upon completion of the fieldwork and reporting, CMEC will make all materials and forms generated by this project available to future researchers through curation at the Center for Archeological Studies (CAS) at Texas State University in San Marcos, Texas per 13 TAC 26.16 and 26.17. A curation form filed at both CAS and THC will accompany the collections.

## **References**

- Gould, F. W., G. O. Hoffman, and C. A. Recenthin  
1960 *Vegetational Areas of Texas*. Texas A&M University, Texas Agricultural Experiment Station Leaflet No. 492.
- Griffith, G. E., S. A. Bryce, J. A. Comstock, A. C. Rogers, B. Harrison, S. L. Hatch, and D. Bezanson  
2004 *Ecoregions of Texas*. United States Geological Survey. Available at [ftp://ftp.epa.gov/wed/ecoregions/tx/tx\\_front.pdf](ftp://ftp.epa.gov/wed/ecoregions/tx/tx_front.pdf). Downloaded April 15, 2021.
- Nationwide Environmental Title Research (NETR)  
2021 *Historic Aerials Database*. Nationwide Environmental Title Research. Available at <http://historicalaerials.com>. Accessed April 15, 2021.
- Soil Survey Staff, Natural Resources Conservation Service (NRCS)  
2021 SSURGO and STATSGO soil data viewed through SoilWeb KMZ interface for Google Earth, Available at <http://casoilresource.lawr.ucdavis.edu/soilweb/>. U.S. Department of Agriculture and California Soil Resource Laboratory, University of California, Davis. Accessed April 15, 2021.

Texas Historical Commission (THC)

- 2021 *Texas Archeological Sites Atlas*. Texas Archeological Research Laboratory and the Texas Historical Commission. Available at <https://atlas.thc.texas.gov/>. Accessed April 15, 2021.

Texas Parks and Wildlife (TPWD)

- 2011 *Gould Ecoregions of Texas*. Texas Parks and Wildlife Department. Compiled from Gould et al. 1960. Available at [https://tpwd.texas.gov/publications/pwdpubs/media/pwd\\_mp\\_e0100\\_1070ab\\_24.pdf](https://tpwd.texas.gov/publications/pwdpubs/media/pwd_mp_e0100_1070ab_24.pdf). Accessed April 15, 2021.

U.S. Geological Survey (USGS)

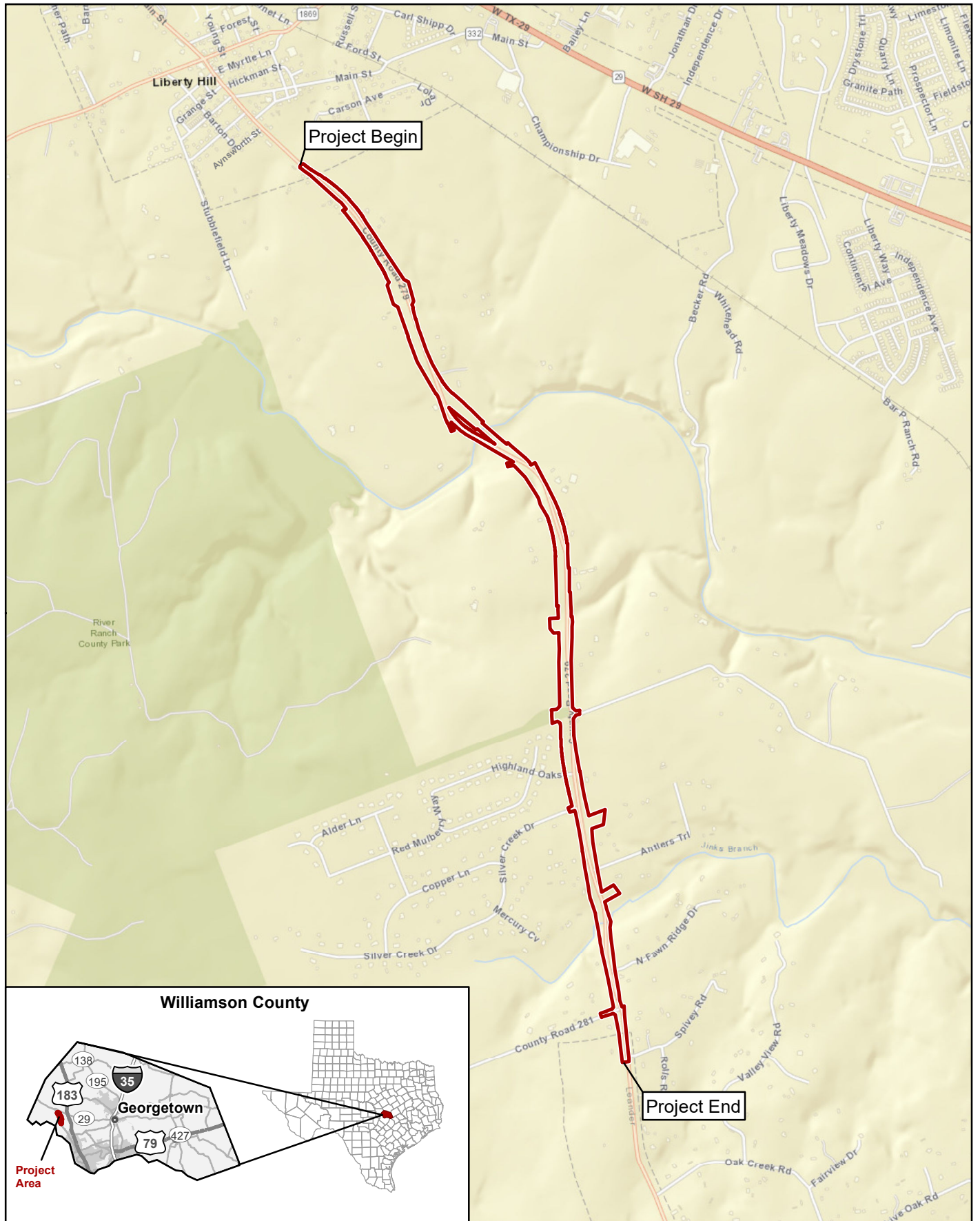
- 2021a *Texas Geology Map Viewer*. United States Geological Survey. Available at <http://txpub.usgs.gov/dss/texasgeology/>. Accessed April 15, 2021.
- 2021b *Historical Topographic Map Viewer*. United States Geological Survey. Available at <http://historicalmaps.arcgis.com/usgs/index.html>. Accessed April 15, 2021.

**Figures**

Figure 1. Project Location

Figure 2. Location of Archeological APE (Topographic Base)

Figure 3. Location of Archeological APE (Aerial Base)



**Figure 1.**  
**Project Location (Road Base)**

**Bagdad Road - CR 279**

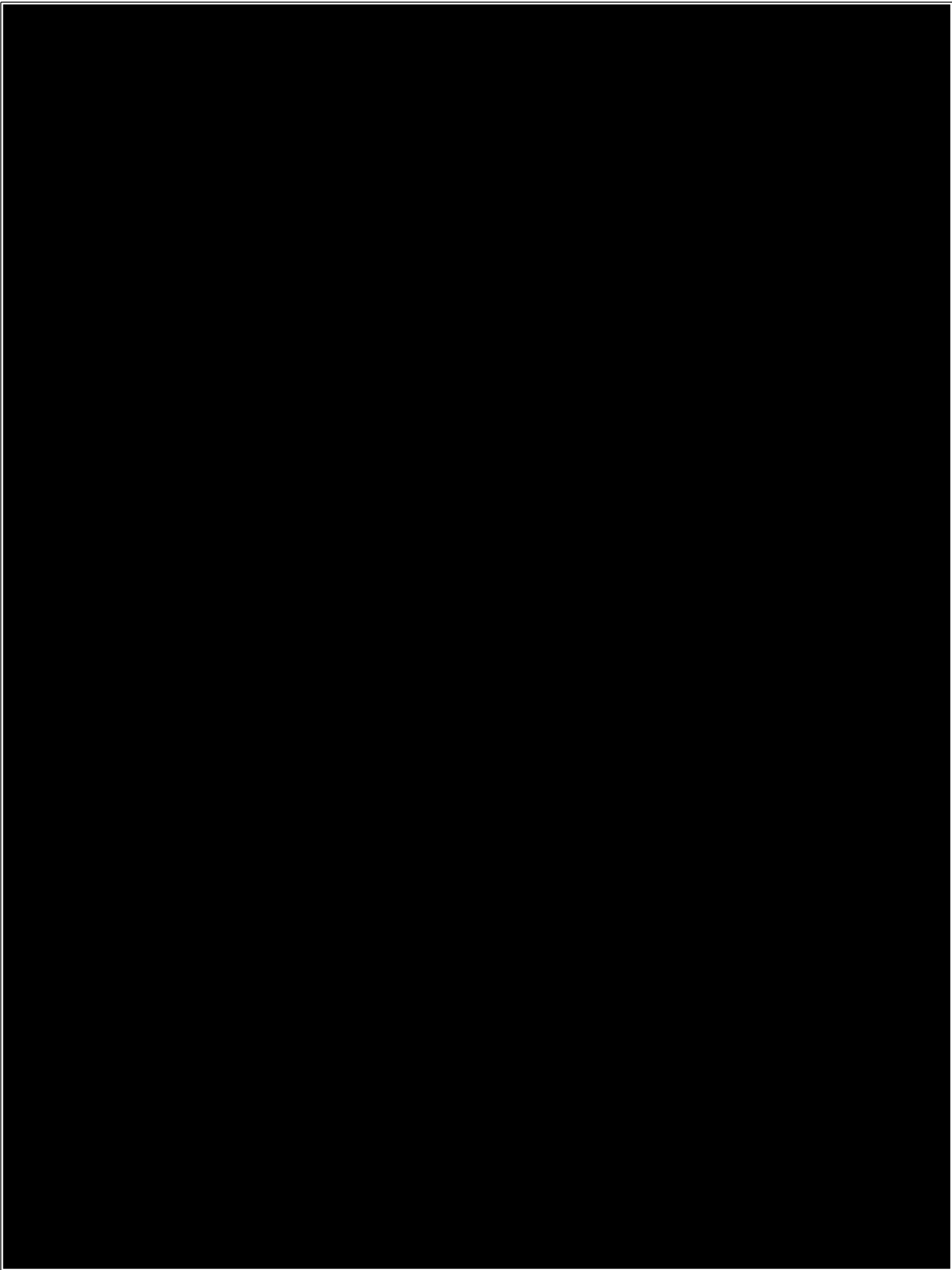
 Project Location



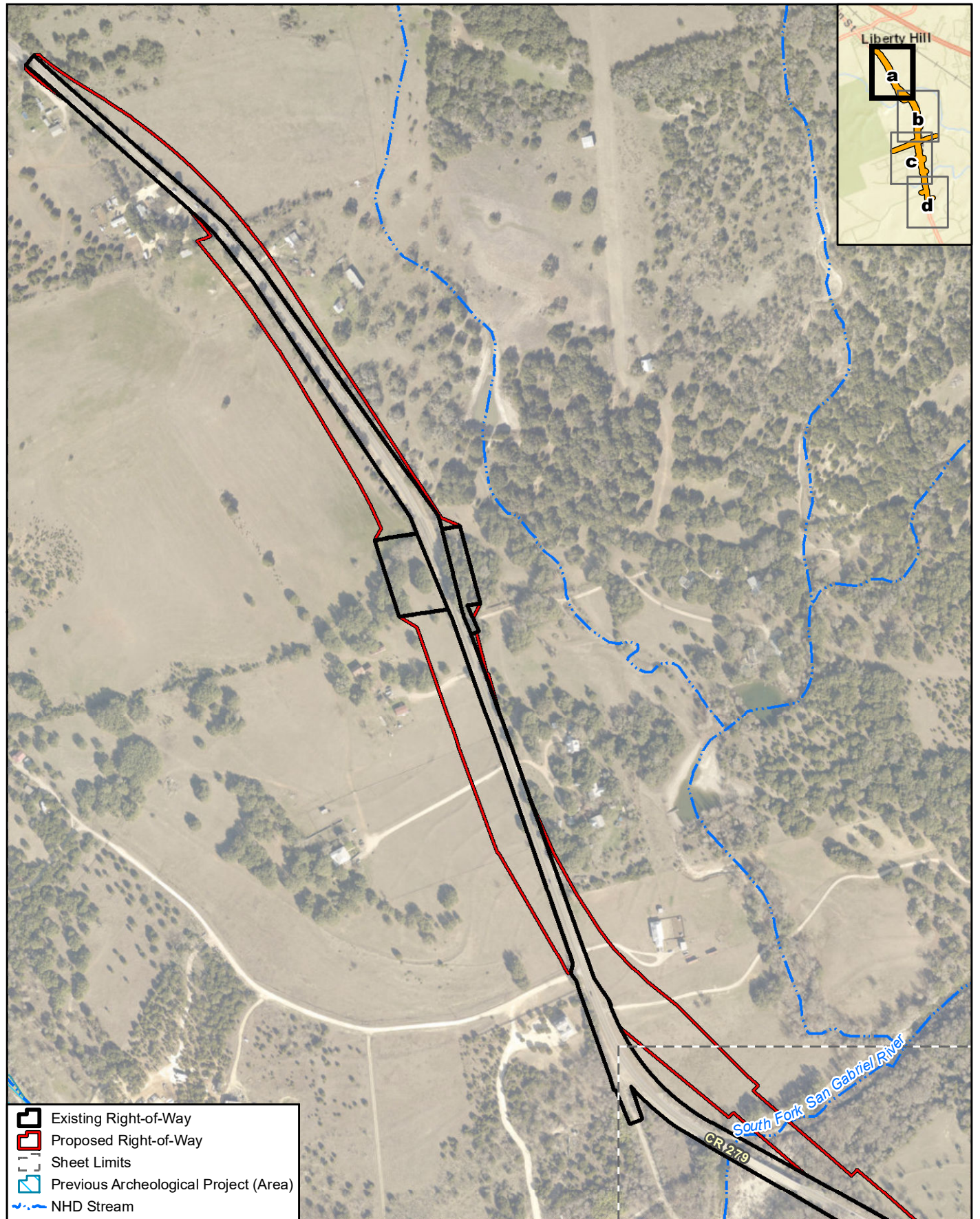
**COX | McLAIN**  
**Environmental Consulting**

0 2,000 Feet 1 in = 2,000 feet  
0 600 Meters  
Scale: 1:24,000  
Date: 6/8/2021

Basemap Source: Esri (2021)







**Figure 3a.**  
**Project APE Detail (Aerial Base)**

**Bagdad Road - CR279**

G:\Projects\Williamson County\Bagdad\_Road\_CR279\CR\_279\_Arch\_Figure 3. APE Detail\_20210503\_slh.mxd

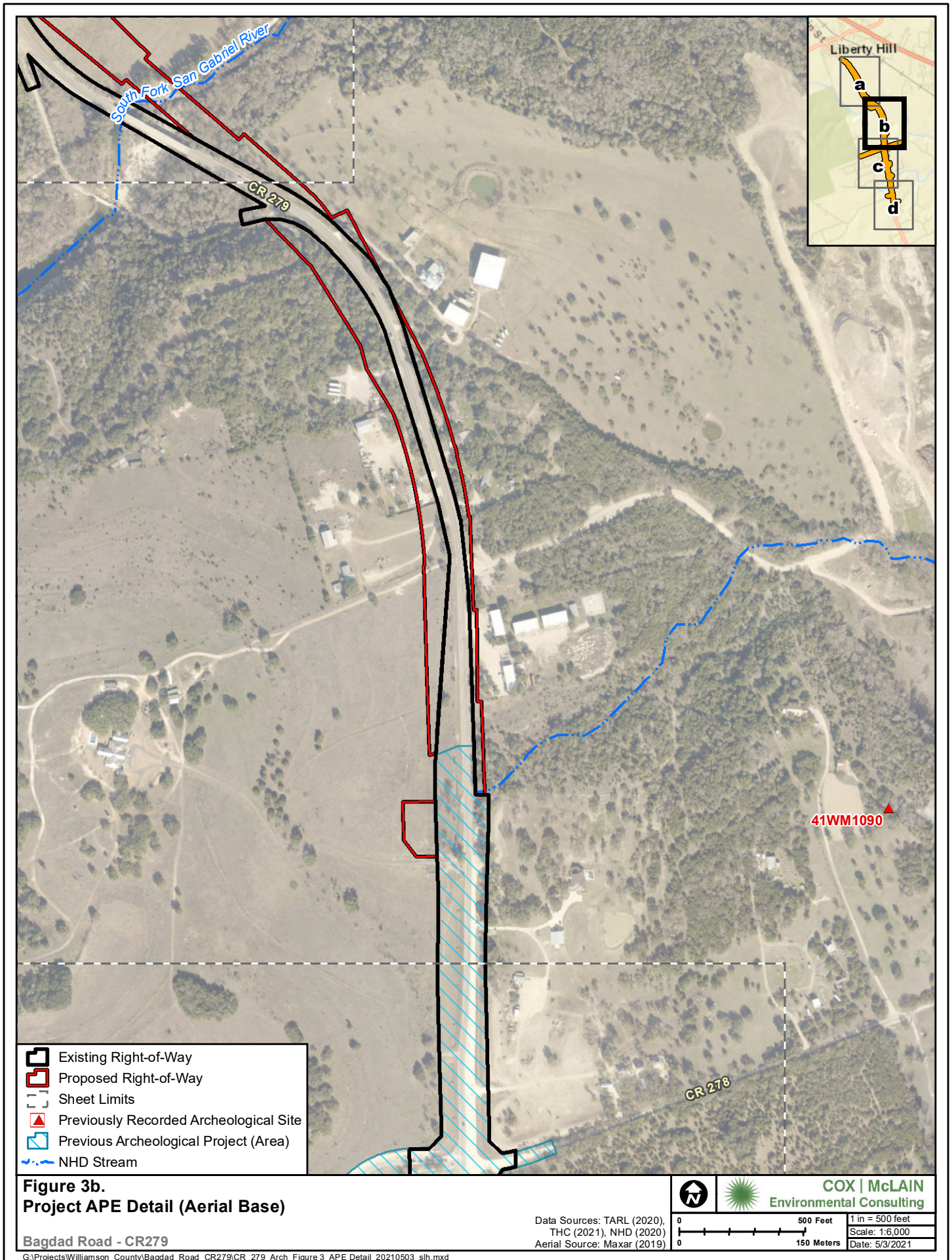
Data Sources: TARL (2020),  
THC (2021), NHD (2020)  
Aerial Source: Maxar (2019)



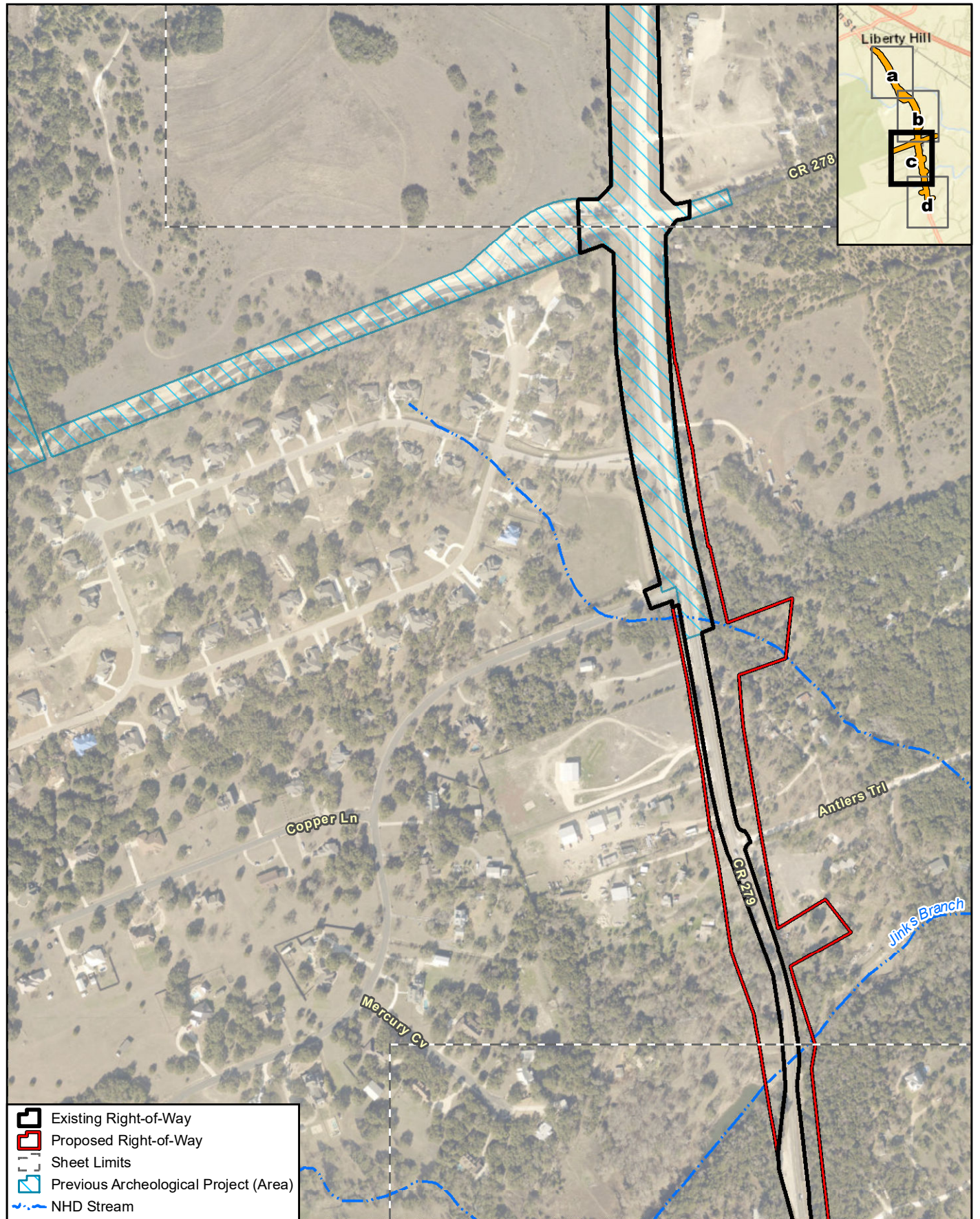
**COX | McLAIN**  
**Environmental Consulting**

0 500 Feet 1 in = 500 feet  
0 150 Meters Scale: 1:6,000  
Date: 5/3/2021

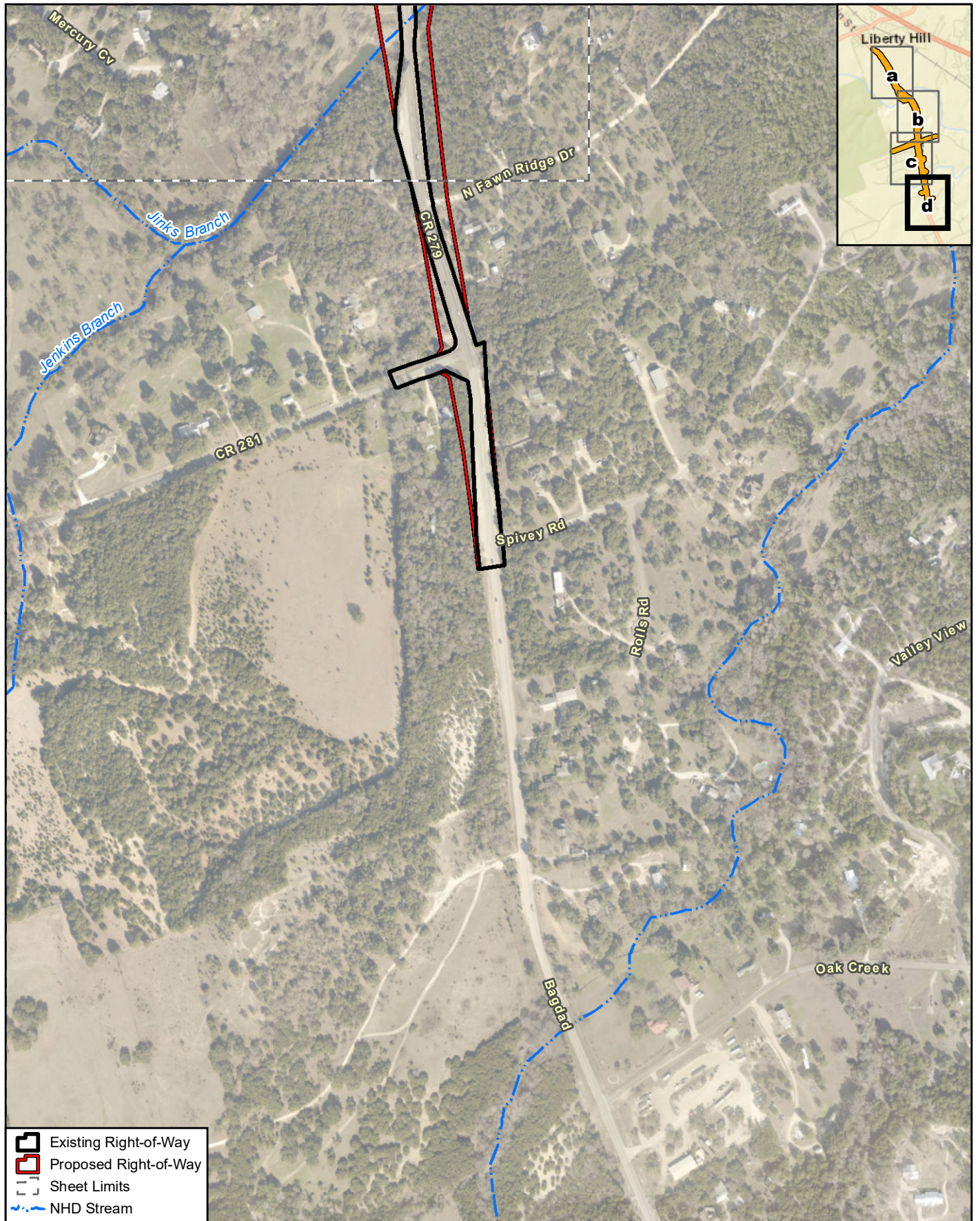












**Figure 3d.**  
**Project APE Detail (Aerial Base)**

**Bagdad Road - CR279**

G:\Projects\Williamson County\Bagdad\_Road\_CR279\CR\_279\_Arch\_Figure 3. APE Detail\_20210503\_sih.mxd

Data Sources: TARL (2020),  
THC (2021), NHD (2020)  
Aerial Source: Maxar (2019)



**COX | McLAIN**  
**Environmental Consulting**

0 500 Feet 1 in = 500 feet  
0 150 Meters Scale: 1:6,000  
Date: 5/3/2021

**Commissioners Court - Regular Session****49.****Meeting Date:** 06/22/2021

Utility Coordination Corridor &amp; Road Bond CFA Contract Amendment No. 2

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the Utility Coordination/Relocation Services contract between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Corridor and Road Bond Programs. Project: On-Call. Fund Source: Corridor & Road Bonds.

**Background**

This Contract Amendment No. 2 increases the compensation cap by \$2,500,000.00 from \$3,000,000.00 to \$5,500,000.00. This will allow the utility coordinator Cobb, Fendley & Associates to continue providing utility coordination and engineering services on an on-call bases for the Corridor and Road Bond Program projects through July 2022. This increase is based on an estimated average monthly invoicing of around \$166,000.00 for 15 months. No other changes are proposed at this time.

---

**Fiscal Impact**

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

**Attachments**

UtilityCoordinationCorridor&amp;RB-CFA-Amendment2

UtilityCoordinationRB-CFA-WA5Supp2

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 09:09 AM

Started On: 06/16/2021 02:29 PM



**CONTRACT AMENDMENT NO. 2**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:**  
**Utility Coordination for Corridor & Road Bond Programs ("Project")**

THIS CONTRACT AMENDMENT NO. 2 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 Cobb, Fendley & Associates, 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 July 16, 2019 (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 \$3,000,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$3,000,000.00 to \$5,500,000.00.
- ~~H. 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: Sandra G. Khoury  
Signature

Sandra G. Khoury, P.E.  
Printed Name

Senior Vice President  
Title

June 10, 2021  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
**6/14/2021**

**SUPPLEMENTAL WORK AUTHORIZATION NO. 2  
TO  
WORK AUTHORIZATION NO. 5**

**WILLIAMSON COUNTY ROAD BOND PROJECT:  
Utility Coordination for Road Bond Program**

This Supplemental Work Authorization No. 1 to Work Authorization No. 5 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 5 dated effective October 6, 2020. (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The maximum amount payable for services under the Work Authorization is hereby increased from \$1,137,308.00 to \$ 1,796,982.50.
- II. The work authorization termination date is extended from May 31, 2021 to September 30, 2021.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By: *Sandra S Khoury*  
Signature

Sandra Khoury, P.E.  
Printed Name

Sr. Vice President  
Title

June 10, 2021  
Date


**COUNTY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
**6/14/2021**

## **ATTACHMENT A**

### **SERVICES TO BE PROVIDED BY COUNTY**

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility coordination and engineering services for all Road Bond Projects and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.



## **ATTACHMENT B**

### **SERVICES TO BE PROVIDED BY ENGINEER**

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the *Utility Coordinator*), involves utility coordination and engineering services in Williamson County, Texas, (the County) for the Road Bond Program as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN
7. UTILITY PLANNING & RESEARCH
8. FIELD SURVEYING
9. RIGHT-OF-WAY (ROW) COORDINATION

#### **1. UTILITY PROGRAM MANAGEMENT.**

- 1.1. The *Utility Coordinator*, in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.
- 1.2. The *Utility Coordinator* will provide Utility Program Management services during any one, or combination, of the following phases of a project: Planning, Design, and/or Construction.
- 1.3. Annual Utility Meeting. The *Utility Coordinator*, in association with the County and its Designated Representative, will conduct an annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year, upon request. The *Utility Coordinator* will send out a quarterly email update to all Utility Representatives that reflect any changes that have occurred in the project list since the Annual Utility Meeting.
- 1.4. Utility Agreements. The *Utility Coordinator*, in association with the County and its Designated Representatives, will review and update all Utility Agreements of the County's Road Bond Program and associated attachments on an annual basis, or as needed.

#### **2. PROJECT MANAGEMENT AND COORDINATION.**

- 2.1. The *Utility Coordinator*, in association with the County and its Designated

Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The **Utility Coordinator's** Project Manager is:

Ms. Sandra G. Khoury, P.E.  
Cobb, Fendley & Associates, Inc.  
505 East Huntland Drive, Suite 100  
Austin, Texas 78752  
Telephone: 512-834-9798

The **Utility Coordinator's** Deputy Project Manager is:

Ms. Amanda Begg  
Cobb, Fendley & Associates, Inc.  
505 East Huntland Drive, Suite 100  
Austin, Texas 78752  
Telephone: 512-834-9798

- 2.2. Project Quality Assurance / Quality Control (QA/QC). The **Utility Coordinator** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. All QA/QC support documents will be provided with each submittal and uploaded to design project folder in ProjectWise. A copy of the **Utility Coordinator's** QA/QC Manual will be provided to the County and its Designated Representative.
- 2.3. Utility Status Report. The **Utility Coordinator** will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:
  - 2.3.1. Project with Limits
  - 2.3.2. Roadway Design Engineer
  - 2.3.3. Roadway Design Status
  - 2.3.4. Roadway Construction Advertisement Date
  - 2.3.5. Utility Owners within Project
  - 2.3.6. Utility Design Status
  - 2.3.7. Utility Agreement or Permit Status
  - 2.3.8. Utility Relocation Status (color coded)
  - 2.3.9. Parcel Status
  - 2.3.10. Williamson County Utility Cost
  - 2.3.11. Utility Billing Status
- 2.4. Weekly Project Status Meetings. The **Utility Coordinator** will participate in weekly project status meetings with the County and its Designated Representatives.

- 2.5. Project Documentation. The **Utility Coordinator** will document all attachments and files sent to utilities and will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, utility conflict strip maps at design milestone (i.e., schematic, 30%, 60%, 90%, etc.), utility agreement packages, meeting minutes, phone call records, Utility Certifications, etc. in designated project folders in ProjectWise, or other approved County documentation system.

### 3. UTILITY ADJUSTMENT COORDINATION

Utility Adjustment Coordination activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the **Utility Coordinator's** responsibilities, as listed in the following scope.

- 3.1. **Utility Coordinator** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.
- 3.2. **Utility Coordinator** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The **Utility Coordinator** will be responsible for the following:
- 3.2.1. Initial Project Meeting Attend an initial meeting with county or designated representative, after on-site inspection (when appropriate), to ensure familiarity with existing conditions, governing utility criteria for the project, project requirements or concerns and/or critical deadlines. The **Utility Coordinator** will prepare a written report of the meeting.
  - 3.2.2. Project Notifications: Prepare written notification letters at each design milestone, (i.e., schematic, 30%, 60%, 90%, etc.) with associated project information and files, and send to Utility Representatives.
  - 3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.
    - 3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for conflict mitigation or relocation construction.
    - 3.2.3.2. Schedule and conduct design milestone utility meetings and include the roadway designer (Kick-Off and 60% Design Milestone group meetings, at a minimum).
  - 3.2.4. External Communications: The **Utility Coordinator** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the

County or Designated Representative. The **Utility Coordinator** will also provide copies of reports, correspondence and other documentation of work-related communications between the **Utility Coordinator**, utility owners and other outside entities when requested by the County.

- 3.3. The **Utility Coordinator** shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts based on governing utility criteria established in Initial Project Meeting. The **Utility Coordinator** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.
- 3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Standard Utility Adjustment Agreement along with the following attachments, Attachment “A” Plans, Specifications, and Estimated Cost, Attachment “B” Utility’s Schedule of Work and Estimated Date of Completion, Attachment “C” Eligibility Ratio, Attachment “D” Betterment Calculation and Estimates, Attachment “E” Proof of Property Interest, Quitclaim, Joint-Use Agreement and/or Permit, and Field Notes for quitclaim portion of easement.
  - 3.4.1. The **Utility Coordinator**, in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by “Agreement”, by “Permit”, or by “ILA”. The **Utility Coordinator** shall review and process all agreement and permit requests and forward to the County or its Designated Representative or TxDOT if the project is on-system project for final approval.
  - 3.4.2. Utility Agreements: If a utility is located within an easement, the **Utility Coordinator** shall determine whether a compensable interest exists and the owner’s degree of eligibility. The **Utility Coordinator** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The **Utility Coordinator** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable, and to ensure that the proposed adjustments will not conflict with roadway construction. The **Utility Coordinator** will submit 4 original Standard Utility Agreement packages along with attachments to the County or its Designated Representative by letter recommending approval.
  - 3.4.3. Non-Reimbursable Utility Adjustments. The **Utility Coordinator** will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The **Utility Coordinator** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or the governing agency utility criteria, if applicable, and to ensure that the proposal will not conflict with roadway construction. The **Utility Coordinator** will submit the permit to the County or its Designated Representative by letter recommending approval.
  - 3.4.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be notified immediately. The **Utility Coordinator** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio and

provide that information to the County and its Designated Representative. The County or its designated representative will negotiate and secure the ILA with each respective Utility Owner. A copy of the final ILA will be provided to the **Utility Coordinator** upon execution.

- 3.5. Utility Tracking Reports. The **Utility Coordinator** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated monthly. The utility tracking report will include the following:
  - 3.5.1. Utility Owner and Contact Information
  - 3.5.2. Meetings and Written Notifications
  - 3.5.3. Agreement Information
  - 3.5.4. Utility Billings
- 3.6. Utility Billings. The **Utility Coordinator** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements and as per Williamson County Vendor Policy. If needed, the **Utility Coordinator** will request any missing documentation required to support the invoice from the Utility Owner. After five (5) business days, the **Utility Coordinator** will process the invoice with the documentation provided, even as a short pay, until all support documentation is secured. The invoice submittal will include all supporting documentation received to date, recommendation for payment, partial payment form and a payment summary and will be forwarded to the County or its Designated Representative for approval and payment.
- 3.7. Utility Certification/Special Provisions: The **Utility Coordinator's** Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their effects on roadway construction.

#### 4. SUBSURFACE UTILITY ENGINEERING.

Subsurface Utility Engineering services includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as defined in the Utilities Section of the Design Criteria Manual.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the **Utility Coordinator** will recommend required test holes after completion of 60% conflict assessment. The **Utility Coordinator** will coordinate with the appropriate Utility Owner to utilize internal work forces to perform required testholes for verification of its facilities.

If requested, the **Utility Coordinator** will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the



proposed test hole locations "Level A" will be provided prior to the start of the work and must be approved by the County and/or its Designated Representative. The County or its Designated Representative will provide comments or approval of test hole plan within five (5) business days.

- 4.1. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality Levels C and D. The **Utility Coordinator** shall:
  - 4.1.1. As requested by the County, compile "As Built" information from plans, plats and other location data as provided by the utility owners.
  - 4.1.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The **Utility Coordinator** will examine utility owner's work to ensure accuracy and completeness.
  - 4.1.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.
  - 4.1.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the **Utility Coordinator** and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "line sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in Microstation, Geopak or other applicable County/County's Design Consultant CADD system. The electronic file will be uploaded to Project Wise. A hard copy is required and must be sealed and dated by the **Utility Coordinator**. When requested by the County or its Designated Representative, the designated utility information must be overlaid on the County design plans.
  - 4.1.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the **Utility Coordinator** and the County and its Designated Representative to be approximate only.
  - 4.1.6. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.
- 4.2. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may

be obtainable about the utility facility and its surrounding environment through exposure by nondestructive excavation techniques that ensures the integrity of the utility facility. All test holes will be tied to project survey control provided by the County or its Designated Representative.

Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The **Utility Coordinator** shall:

- 4.2.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
- 4.2.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy
- 4.2.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.
- 4.2.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet and upload to design project folder in ProjectWise.
  - 4.2.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
  - 4.2.4.2. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.
  - 4.2.4.3. Elevation of existing grade over utility at test hole location.
  - 4.2.4.4. Horizontal location referenced to project coordinate datum.
  - 4.2.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
  - 4.2.4.6. Utility facility material(s).
  - 4.2.4.7. Utility facility condition.
  - 4.2.4.8. Pavement thickness and type.
  - 4.2.4.9. Coating/Wrapping information and condition.
  - 4.2.4.10. Unusual circumstances or field conditions.
  - 4.2.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
- 4.2.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the **Utility Coordinator** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The **Utility Coordinator** will not resume work until the utility facility owner has determined the corrective action to be taken. The **Utility Coordinator** shall be liable for all costs involved in the repair or replacement of the utility facility.
  - 4.2.5.1. Backfill all excavations with appropriate material, compact backfill

by mechanical means and restore pavement and surface material. The **Utility Coordinator** shall be responsible for the integrity of the backfill and surface restoration for a period of three (3) years.

4.2.5.2 Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the **Utility Coordinator** shall return to correct the condition at no extra charge to the County.

4.2.5.3. Plot utility location position information to scale and provide an updated Utility Layout. This information will be provided in PDF, Microstation or other CADD System format used by the County.

4.3. Ground Penetrating Radar. Subsurface utility investigation using Ground Penetrating Radar (GPR) can be provided in locations where conventional electromagnetic pipe and cable locators are not successful, dependent on soil conditions. A typical example of this would be when non-conductive utility features require investigation (i.e., PVC water line without trace wires). Soil conditions in Williamson County are not ideal for GPR use, but it has been used successfully in certain areas to assist with utility designating.

4.3.1. GPR services include providing physical designation of horizontal locations of the subject utility line that is then surveyed to project control.

4.3.2. GPR data does not provide vertical locations to the standard required for design purposes.

4.3.3. Post processing of GPR data and submittal of GPR image files are not included in this scope.

## 5. UTILITY ENGINEERING.

Utility Engineering includes the identification of utility conflicts, coordination and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The **Utility Coordinator** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

5.1. Utility Layout: The **Utility Coordinator** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The **Utility Coordinator's** Project Manager or registered

Professional Engineer (P.E.) will utilize the layout of existing utilities and determine the following:

5.1.1. Facilities in conflict with the proposed project that are to be relocated.

5.1.2. Facilities to be abandoned in place.

5.1.3. Facilities to remain in service and in place.

5.1.4. As part of the QA/QC process, the **Utility Coordinator's** Project Manager or P.E. shall make reasonable effort, per industry standards, for identifying all utilities and conflicts within the project limits. In the event there are any unidentified utilities discovered

during the project which will require relocation, the **Utility Coordinator** shall notify the County and/or its Designated Representative immediately upon discovery.

- 5.2. Conflict Assessment. The **Utility Coordinator** will utilize the Utility Layout and prepare a Utility Conflict Matrix that summarizes the list of utility conflicts by owner, conflict type and station limits. This conflict assessment will be forwarded to the utility owners within the project limits, along with the Utility Layout, within a two (2) week turnaround from received design milestone submittal. The utility layout and conflict matrix will be sent with written notification to all utility owners and uploaded to ProjectWise.
  - 5.2.1. The **Utility Coordinator** will secure the latest version of the Road Bond Program's electronic file release waiver from each utility requesting electronic design files. Upon approval of release form by the County or its Designated Representative, the **Utility Coordinator** will provide the requested files to the utility and upload a \*.zip file of the submittal to ProjectWise.
- 5.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.
  - 5.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.
  - 5.3.2. Set agenda and sign-in sheet for all coordination meetings.
  - 5.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.
  - 5.3.4. Establish and promote the desired agenda and methodologies for utility construction within the project.
    - 5.3.3 Provide meeting minutes within five (5) business days to all attendees.
- 5.4. Proposed Utility Typical Section. The **Utility Coordinator** will prepare a Proposed Utility Typical Section in the latest version of Microstation or AutoCAD, as needed, when cross sections are made available by the design engineer. The Proposed Utility Typical Section will be presented at the 60% Design Milestone Meeting for review and concurrence by utility owners. The section will help identify and establish sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not. The section will incorporate the following information:
  - 5.4.1. Existing and proposed utility alignments in cross-sectional view
  - 5.4.2. Existing and proposed roadway features in cross-sectional view
  - 5.4.3. Identify which utilities will be built as part of the contract
  - 5.4.4. Identify which facilities will be relocated prior to construction
- 5.5. Review of Utility's Proposed Adjustments
  - 5.5.1. Evaluate Alternatives: The **Utility Coordinator** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.
  - 5.5.2. Review Estimates and Schedules: The **Utility Coordinator** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the

adjustment.

- 5.5.3. Review Plans to confirm all conflict locations have been addressed and relocations comply with County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.
- 5.5.4. Review Traffic Control Plans. The **Utility Coordinator** shall ensure traffic control plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The **Utility Coordinator** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

## 6. UTILITY DESIGN.

The **Engineer** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

- 6.1. The **Engineer** shall develop PS&E and special details to accommodate or adjust utilities, including but not limited to fiber optic, communications, gas, water or wastewater. Prior to developing any special utility detail or PS&E set, the **Engineer** shall notify the County and its Designated Representative in writing regarding each utility conflict that may require an accommodation. As directed by the County or its Designated Representative, the **Engineer** shall coordinate with each utility to develop each PS&E package and special details. The **Engineer** shall develop each utility detail or PS&E package in compliance with the County or governing agency guidelines.
- 6.2. The **Engineer** shall prepare General Notes and shall provide a list of governing specifications and special provisions. The **Engineer** shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the utility designs into the County's plans. If necessary, the **Engineer** shall provide any required Utility Certifications. The **Engineer** shall prepare a Construction Time Determination schedule for each utility relocation design required to incorporate into the County's construction schedule.
- 6.3. The **Engineer** shall provide quantities for construction bid items, as well as estimate of probable costs, starting at the 60% design submittal.
- 6.4. The **Engineer** should submit plans at each respective design milestone to the Utility Owner, the **Utility Coordinator** and the County or Designated Representative for review. The **Utility Coordinator** and the County or Designated Representative shall provide written comments on the plan submittal within five (5) business days from receipt.
- 6.5. The **Engineer** cannot perform utility design if that individual had a role in utility coordination on the project.



## 7. UTILITY PLANNING AND RESEARCH.

Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation to assist with the development of the County's Road Bond Program. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research — Utility Data Collection (Planning) services include:

- 7.1. Initial Project Meeting. The **Utility Coordinator** will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements.
- 7.2. Utility Data Collection. The **Utility Coordinator** will research records of properties and utilities within the estimated limits of the project area and:
  - 7.2.1. Identify all utility service providers within the project area
  - 7.2.2. Determine the existence and approximate location of utilities and easement.
  - 7.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts.
- 7.3. Evaluation of Utility Data. The **Utility Coordinator** will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project
  - 7.3.1. Utilities within easement (compensable interest):
    - 7.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.
    - 7.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
  - 7.3.2. Utilities within existing right-of-way:
    - 7.3.2.1. Present and discuss alternatives with the County and its Designated Representative for utility relocation options, including redesign.
    - 7.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.
- 7.4. Summary Report. The **Utility Coordinator** will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

## 8. FIELD SURVEYING.

The **Utility Coordinator** will provide field surveying, at the request of the County or its Designated Representative, to assist in utility coordination during any phase of a County Project — planning, design, and/or construction. The **Utility Coordinator** will only provide such services to the County when requested and authorized in writing. Field surveying services include, but are not limited to:

- 8.1. Metes and Bounds Descriptions. The **Surveyor** will prepare metes and bounds descriptions and exhibits for utility easements, as requested and authorized by the County and/or its Designated Representatives.
- 8.2. Right-of-Way (ROW) Staking. The **Surveyor** will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives.
- 8.3. Utility Relocation Verification. The **Surveyor** can provide survey of utility relocations at critical locations, as requested and authorized by the County and/or its Designated Representatives.

**9. RIGHT-OF-WAY (ROW) COORDINATION.**

The **Utility Coordinator** will coordinate with the County or its Designated Representative regarding right-of-way and easement acquisitions for each project assigned. This coordination will include, but is not limited to:

- 9.1. Status of utility easement acquisitions
- 9.2. Clearance of structures for utility relocations as a part of ROW acquisition
- 9.3. ROW acquisition schedule and priorities for utility relocations
- 9.4. Preparation of exhibits to assist in ROW or easement acquisition process
- 9.5. Meetings with the County of its Designated Representative, as needed, to review ROW Acquisition and utility status
- 9.6. Right-of-way or easement acquisition services, as needed



Williamson County Road Bond Program  
Utility Coordination and Relocation Services  
Attachment D  
Fee Schedule

Utility Coordination & Engineering Services

Description of Work Task	Senior Project Manager	Senior Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Senior Utility Specialist	Utility Specialist	Senior Technician	Technician III	Technician II	Technician I	Right-of-Way Project Manager	Right-of-Way Agent	Registered Professional Land Surveyor	2-Person Field Services Crew	1-Person Field Services Crew	Two-Man Designating Crew (4 hr min)	One-Man Designating Crew (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 3000 & 4000) (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 6000) (4 hr min)	Ground Penetrating Radar w/ 1 Tech (4 hr min)	Administrative	Clerical	Total Hours	Total Cost
	\$247.00	\$205.00	\$179.00	\$158.00	\$132.00	\$163.00	\$132.00	\$153.00	\$132.00	\$121.00	\$100.00	\$247.00	\$147.00	\$179.00	\$153.00	\$126.00	\$179.00	\$116.00	\$310.00	\$331.00	\$274.00	\$110.00	\$84.00		
UTILITY PROGRAM MANAGEMENT	12	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	\$ 5,424.00
PROJECT MANAGEMENT AND COORDINATION	24	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	0	104	\$ 20,428.00
UTILITY ADJUSTMENT COORDINATION	24	60	0	150	240	120	160	0	80	80	0	0	0	0	0	0	0	0	0	0	0	60	0	974	\$ 141,128.00
UTILITY ENGINEERING	24	60	0	200	320	0	120	0	40	40	0	0	0	0	0	0	0	0	0	0	0	0	0	804	\$ 118,028.00
UTILITY DESIGN	24	60	0	200	240	0	0	120	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	644	\$ 99,868.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	12	24	0	0	0	0	120	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	156	\$ 23,724.00
RIGHT-OF-WAY (ROW) COORDINATION	12	24	0	0	0	20	60	0	0	0	0	60	24	0	0	0	0	0	0	0	0	0	0	200	\$ 37,412.00
SUBSURFACE UTILITY ENGINEERING (SUE)	12	24	0	0	0	0	120	0	0	120	120	0	0	24	60	0	210	0	160	160	0	20	0	1,030	\$ 206,070.00
Total Hours	144	324	0	550	800	140	580	120	120	240	120	60	24	24	60	0	210	0	160	160	0	100	0	3,936	
Cost	\$35,568	\$66,420	\$0	\$86,900	\$105,600	\$22,820	\$76,560	\$18,360	\$15,840	\$29,040	\$12,000	\$14,820	\$3,528	\$4,296	\$9,180	\$0	\$37,590	\$0	\$49,600	\$52,960	\$0	\$11,000	\$0		\$ 652,082.00

Other Direct Expenses

Description	Unit Cost	Units	CobbFendley	
			Quantity	Total
In-House Reproduction:				
Copies (up to 11"x17")	\$ 0.15	each	100	\$15.00
Color Prints (up to 11"x17")	\$ 1.50	each	100	\$150.00
Color Prints (Larger than 11"x17")	\$ 3.00	sq. ft.	50	\$150.00
Standard Postage	\$ 0.50	each	10	\$5.00
Express Mail (billed at cost - estimated cost shown)	\$ 25.50	each	10	\$255.00
Local Deliveries (billed at cost - estimated cost shown)	\$ 25.00	each	10	\$250.00
Mileage (billed at IRS approved rate - estimated cost shown)	\$ 0.585	mile	500	\$292.50
Designation & Traffic Control Vehicle	\$ 3.50	mile		\$0.00
Location Vehicle (Vac Truck)	\$ 6.50	mile	150	\$975.00
Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown)	\$ 1,500.00	each	2	\$3,000.00
Permits (Local, State, etc.) (billed at cost - estimated cost shown)	\$ 2,500.00	each	1	\$2,500.00
				\$7,592.50

Work Authorization Total \$ 659,674.50

**Commissioners Court - Regular Session****50.****Meeting Date:** 06/22/2021

Flood Plain Maps Update (Atlas 14) Doucet Contract Amendment No. 1

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on a Contract Amendment No. 1 to the Flood Plain Maps Update (Atlas 14 Mapping) contract between Williamson County and Doucet & Associates, Inc. relating to the LRTP Program. P: 583 Fund Source: LRTP and CIP

**Background**

The item amends the RFQ2572 Flood Plain Maps Update (Atlas 14) contract to add required language from the Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) Grant Master Agreement. The amendment also increases the contract compensation cap by \$2,343,000.00; increasing it from 1,000,000.00 to \$3,343,000.00.

The additional funds will allow for a subsequent Work Authorization to conduct a study of Williamson County streams and drainage structures as part of the Atlas 14 Mapping project. The project will incorporate the latest rainfall data and result in the development of new floodplain maps, which will delineate the flood risks associated with the streams in the North and South Fork of San Gabriel River & Grander Lake-San Gabriel River HUC 10s. The TWDB awarded Williamson County a grant to fund 50% (\$4,649,593) of the study. In Commissioners Court on September 22, 2020, the court approved a 50% local match as follows: \$850,000 from CIP and \$850,000 from LRTP in years 2021,2022 and 2023.

---

**Fiscal Impact**

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

**Attachments**

FloodPlainMapsUpdate-DA-ContractAmendment1

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 11:40 AM

Started On: 06/16/2021 04:30 PM



**CONTRACT AMENDMENT NO. 1**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:  
Flood Plain Maps Update (ATLAS 14 Mapping) ("Project")**

THIS CONTRACT AMENDMENT NO. 1 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 Doucet & Associates, 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 March 23, 2021 (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 and the parties wish to increase the stated amount as set out herein; and,

WHEREAS, the Services to be provided under the Contract by Engineer are for a regional floodplain study (Floodplain Maps Update – Atlas 14 Mapping) for a particular project area in Williamson County, Texas, as set out in a Contract between the Texas Water Development Board and Williamson County [TWDB Commitment No. GN10011290] (the "TWDB Agreement"); and,

WHEREAS, Article VII of the TWDB Agreement requires that all subcontracts executed and issued by County, such as the Contract between County and Engineer, include specific provisions and, thus, the Contract must be amended to incorporate such provisions; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,000,000.00 to \$3,343,000.00.
- II. The following Section C. shall be added to Article 1 of the Contract:

**C. TWDB Agreement Terms.**


1. Engineer agrees and acknowledges that it is subject to all applicable requirements of the TWDB Agreement and Engineer adopts, by reference, the requirements of Article VII of the TWDB Agreement for this Contract.
2. Engineer agrees this Contract is subject to audit by the Texas State Auditor's Office, and Engineer must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article X, Paragraph 1K of the TWDB Agreement;
3. Engineer agrees that payments under this Contract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article X, Paragraph 1C of the TWDB Agreement;
4. Engineer agrees that ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Engineer or County will become data, materials and work owned by TWDB and Engineer will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V of the TWDB Agreement;
5. Engineer agrees that Engineer must keep timely and accurate books and records of accounts according to Generally Accepted Accounting Principles;
6. Engineer agrees that Engineer is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
7. Engineer agrees that Engineer is an independent contractor and TWDB has no liability resulting from any failure of Engineer that results in breach of contract, property damage, personal injury or death.

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:**

**Doucet & Associates, Inc.**

By:   
Signature

Amy Doucet  
Printed Name

President  
Title

June 8, 2021  
Date

**COUNTY:**

**Williamson County, Texas**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Commissioners Court - Regular Session****51.****Meeting Date:** 06/22/2021

Flood Plain Maps Update (Atlas 14) Halff Contract Amendment No. 2

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on a Contract Amendment No. 2 to the Flood Plain Maps Update (Atlas 14 Mapping) contract between Williamson County and Halff Associates, Inc. relating to the LRTP Program. P: 583 Fund Source: LRTP and CIP

**Background**

The item amends the RFQ2572 Flood Plain Maps Update (Atlas 14) contract to add required language from the Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) Grant Master Agreement. The amendment also increases the contract compensation cap by \$2,740,000.00; increasing it from 1,000,000.00 to \$3,740,000.00, as well as, updates the sub-consultant EDGE Engineering, PLLC Exhibit D-Rate Schedule according to the CPI language included in the master agreement.

The additional funds will allow for a subsequent Work Authorization to conduct a study of Williamson County streams and drainage structures as part of the Atlas 14 Mapping project. The project will incorporate the latest rainfall data and result in the development of new floodplain maps, which will delineate the flood risks associated with the streams in the Salado, Berry & Upper Little River HUC 10s. The TWDB awarded Williamson County a grant to fund 50% (\$4,649,593) of the study. In Commissioners Court on September 22, 2020, the court approved a 50% local match as follows: \$850,000 from CIP and \$850,000 from LRTP in years 2021,2022 and 2023.

---

**Fiscal Impact**

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

**Attachments**

FloodPlainMapsUpdate-Halff-ContractAmendment2

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 11:45 AM

Started On: 06/16/2021 04:46 PM

**CONTRACT AMENDMENT NO. 2**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:  
Flood Plain Maps Update (ATLAS 14 Mapping) ("Project")**

THIS CONTRACT AMENDMENT NO. 1 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 Halff Associates, 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 March 24, 2020 (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 and the parties wish to increase the stated amount as set out herein; and,

WHEREAS, the Services to be provided under the Contract by Engineer are for a regional floodplain study (Floodplain Maps Update – Atlas 14 Mapping) for a particular project area in Williamson County, Texas, as set out in a Contract between the Texas Water Development Board and Williamson County [TWDB Commitment No. GN10011290] (the "TWDB Agreement"); and,

WHEREAS, Article VII of the TWDB Agreement requires that all subcontracts executed and issued by County, such as the Contract between County and Engineer, include specific provisions and, thus, the Contract must be amended to incorporate such provisions; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,000,000.00 to \$3,740,000.00.
- II. The following Section C. shall be added to Article 1 of the Contract:

**C. TWDB Agreement Terms.**


1. Engineer agrees and acknowledges that it is subject to all applicable requirements of the TWDB Agreement and Engineer adopts, by reference, the requirements of Article VII of the TWDB Agreement for this Contract.
2. Engineer agrees this Contract is subject to audit by the Texas State Auditor's Office, and Engineer must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article X, Paragraph 1K of the TWDB Agreement;
3. Engineer agrees that payments under this Contract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article X, Paragraph 1C of the TWDB Agreement;
4. Engineer agrees that ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Engineer or County will become data, materials and work owned by TWDB and Engineer will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V of the TWDB Agreement;
5. Engineer agrees that Engineer must keep timely and accurate books and records of accounts according to Generally Accepted Accounting Principles;
6. Engineer agrees that Engineer is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
7. Engineer agrees that Engineer is an independent contractor and TWDB has no liability resulting from any failure of Engineer that results in breach of contract, property damage, personal injury or death.

**III.** 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:**  
**Halff Associates, Inc.**

By:   
Signature

Cindy Engelhardt, PE, CFM  
Printed Name

Director of Water Resources, Austin  
Title

June 8, 2021  
Date

**COUNTY:**  
**Williamson County, Texas**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Exhibit D - Rates  
**Williamson County Flood Plain Maps Update**  
**Halff Associates, Inc.**

*as approved on 3/23/2021 through Amendment #1*

<b>DIRECT LABOR</b>	<b>RATE 2021</b>
Technical Advisor	\$357
Project Manager	\$224
Quality Manager	\$235
Senior Engineer	\$270
Project Engineer	\$199
Junior Engineer	\$133
Engineer-In-Training	\$120
Senior Engineer Tech	\$133
Engineer Tech	\$102
Senior CADD Operator	\$117
CADD Operator	\$92
RPLS - Task Leader	\$224
Senior Survey Tech (Must be Surveyor-in-Training (SIT))	\$133
Survey Tech	\$112
1 - Person Survey Crew	\$133
2 - Person Survey Crew	\$179
3 - Person Survey Crew	\$209
4 - Person Survey Crew	\$245
Senior Programmer/Developer	\$194
Programmer/Developer	\$143
Junior Programmer/Developer	\$122
Senior GIS Operator	\$153
GIS Operator	\$122
GIS Technician	\$97
Admin/Clerical	\$82
<b>DIRECT EXPENSES</b>	<b>RATE</b>
Photocopies B/W (8 1/2" X 11") / each	\$0.10
Photocopies B/W (11" X 17") / each	\$0.20
Photocopies Color (8 1/2" X 11") / each	\$0.75
Photocopies Color (11" X 17") / each	\$1.25
Digital Ortho Plotting / sheet	\$1.75
Plots (B/W on Bond) / square foot	\$0.60
Plots (Color on Bond) / square foot	\$1.60
Plots (Color on Photographic Paper) / square foot	\$4.00
Color Graphics on Foam Board / square foot	\$18.00

*Note: Hourly rates have been modified using CPI adjustment for South Region February 2021 2% increase.*

Exhibit D - Rate Schedule  
**Williamson County Flood Plain Maps Update - Grant Funding Requests**  
**EDGE Engineering, PLLC**

<b>DIRECT LABOR</b>	<b>2021 Rates</b>
Project Manager	\$232.97
Quality Manager	\$227.79
Senior Engineer	\$191.55
Project Engineer	\$170.84
Design Engineer	\$139.78
Engineer-In-Training	\$103.54
Senior CADD Operator	\$119.07
CADD Operator	\$93.19
Senior GIS Operator	\$144.96
GIS Operator	\$103.54
GIS Technician	\$88.01
Admin/Clerical	\$67.30
<b>DIRECT EXPENSES</b>	
Photocopies B/W (8 1/2" X 11") / each	\$0.10
Photocopies B/W (11" X 17") / each	\$0.21
Photocopies Color (8 1/2" X 11") / each	\$0.78
Photocopies Color (11" X 17") / each	\$1.29
Digital Ortho Plotting / sheet	\$1.81
Plots (B/W on Bond) / square foot	\$0.62
Plots (Color on Bond) / square foot	\$1.66
Plots (Color on Photographic Paper) / square foot	\$4.14
Color Graphics on Foam Board / square foot	\$18.64

**Commissioners Court - Regular Session****52.****Meeting Date:** 06/22/2021

Flood Plain Maps Update (Atlas 14) AECOM Contract Amendment No. 1

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on a Contract Amendment No. 1 to the Flood Plain Maps Update (Atlas 14 Mapping) contract between Williamson County and AECOM Technical Services, Inc. relating to the LRTP Program. P: 583 Fund Source: LRTP and CIP

**Background**

The item amends the RFQ2572 Flood Plain Maps Update (Atlas 14) contract to add required language from the Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) Grant Master Agreement. The amendment also increases the contract compensation cap by \$2,191,000.00; increasing it from \$1,000,000.00 to \$3,191,000.00.

The additional funds will allow for a subsequent Work Authorization to conduct a study of Williamson County streams and drainage structures as part of the Atlas 14 Mapping project. The project will incorporate the latest rainfall data and result in the development of new floodplain maps, which will delineate the flood risks associated with the streams in the Turkey-Brushy Creek & Middle Yegua Creek HUC 10s. The TWDB awarded Williamson County a grant to fund 50% (\$4,649,593) of the study. In Commissioners Court on September 22, 2020, the court approved a 50% local match as follows: \$850,000 from CIP and \$850,000 from LRTP in years 2021,2022 and 2023.

---

**Fiscal Impact**

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

**Attachments**

FloodPlainMapsUpdate-AECOM-ContractAmendment1

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 11:46 AM

Started On: 06/17/2021 09:33 AM

**CONTRACT AMENDMENT NO. 1**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:**  
**Flood Plain Maps Update (ATLAS 14 Mapping) ("Project")**

THIS CONTRACT AMENDMENT NO. 1 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 AECOM Technical Services, 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 March 23, 2021 (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 and the parties wish to increase the stated amount as set out herein; and,

WHEREAS, the Services to be provided under the Contract by Engineer are for a regional floodplain study (Floodplain Maps Update – Atlas 14 Mapping) for a particular project area in Williamson County, Texas, as set out in a Contract between the Texas Water Development Board and Williamson County [TWDB Commitment No. GN10011290] (the "TWDB Agreement"); and,

WHEREAS, Article VII of the TWDB Agreement requires that all subcontracts executed and issued by County, such as the Contract between County and Engineer, include specific provisions and, thus, the Contract must be amended to incorporate such provisions; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,000,000.00 to \$3,191,000.00.
- II. The following Section C. shall be added to Article 1 of the Contract:
  - C. **TWDB Agreement Terms.**

1. Engineer agrees and acknowledges that it is subject to all applicable requirements of the TWDB Agreement and Engineer adopts, by reference, the requirements of Article VII of the TWDB Agreement for this Contract.
2. Engineer agrees this Contract is subject to audit by the Texas State Auditor's Office, and Engineer must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article X, Paragraph 1K of the TWDB Agreement;
3. Engineer agrees that payments under this Contract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article X, Paragraph 1C of the TWDB Agreement;
4. Engineer agrees that ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Engineer or County will become data, materials and work owned by TWDB and Engineer will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V of the TWDB Agreement;
5. Engineer agrees that Engineer must keep timely and accurate books and records of accounts according to Generally Accepted Accounting Principles;
6. Engineer agrees that Engineer is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
7. Engineer agrees that Engineer is an independent contractor and TWDB has no liability resulting from any failure of Engineer that results in breach of contract, property damage, personal injury or death.

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:**

**AECOM Technical Services, Inc.**

By: 

Signature

Troy Naperal

Printed Name

Vice President, US West Water

Title

June 16, 2021

Date

**COUNTY:**

**Williamson County, Texas**

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**6/17/2021**



**Commissioners Court - Regular Session****53.****Meeting Date:** 06/22/2021

Resolution for Condemnation- SE Loop

**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 (7.187 acres) required for the construction of SE Loop, and take appropriate action. (John and Mary Bigon/Parcel 89).

**Background**

---

**Fiscal Impact**

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

**Attachments**

Bigon Resolution

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 09:11 AM

Form Started By: Charlie Crossfield

Started On: 06/17/2021 08:30 AM

Final Approval Date: 06/17/2021

**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 those two certain tracts of land being 7.187 acres (Parcel 89) described by metes and bounds in Exhibit "A" owned by **JOHN BIGON and MARY BIGON** for the purpose of constructing, reconstructing, maintaining, and operating Corridor A-1 (Southeast Loop) 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  
PROPERTY DESCRIPTION FOR PARCEL 89

DESCRIPTION OF A 7.187 ACRE (313,052 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 1.440 ACRE TRACT OF LAND (EXHIBIT A) DESCRIBED IN SPECIAL WARRANTY DEED FROM WILLIAMSON COUNTY, TEXAS TO JOHN BIGON AND MARY BIGON RECORDED IN DOCUMENT NO. 2018004729 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING TWO (2) REMAINDER TRACTS (2.787 ACRES AND 2.960 ACRES) OUT OF THAT CALLED 72.15 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO SAID JOHN BIGON AND WIFE, MARY BIGON RECORDED IN VOLUME 558, PAGE 77 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 7.187 ACRE (313,052 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "WILCO ROW 5777" (Grid Coordinates determined as N=10,179,060.48, E=3,193,092.65 TxSPC Zone 4203) found, being the northwesterly corner of said 2.787 acre remainder tract in the original easterly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), same being the southwesterly corner of that called 1.379 acre ROW tract of land (Exhibit A) described in Deed to Williamson County, Texas recorded in Document No. 2017113723 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, with the northerly boundary line of said 2.787 acre remainder tract, same being the southerly line of said 1.379 acre ROW tract, **N 68°33'58" E**, for a distance of **49.77** feet to the calculated northeasterly corner of said 2.787 acre remainder tract, same being the northwesterly corner of that called 3.493 acre ROW tract of land (Exhibit A) described in Deed to Williamson County, Texas recorded in Document No. 2017117137 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel, and from which, an iron rod with aluminum cap stamped "WILCO ROW 5777" found, being the northeasterly corner of said 3.493 acre tract, same being the southeasterly corner of said 1.379 acre ROW tract in the existing easterly ROW line of said C.R. 101 (variable width ROW), bears **N 68°33'58" E**, at a distance of **128.57** feet;

**THENCE**, with the easterly boundary line of said 2.787 acre remainder parcel, same being the westerly line of said 3.493 acre ROW tract, also being the existing westerly ROW line of C.R. 101 and the easterly boundary line of the herein described parcel, the following two (2) courses:

- 2) **S 42°31'49" E**, for a distance of **601.71** feet to a 1/2" iron rod found for the beginning of a tangent curve to the right;
- 3) Along said curve to the right, having a delta angle of **18°02'00"**, a radius of **1355.00** feet, an arc length of **426.47** feet and a chord which bears **S 33°29'51" E**, for a distance of **424.71** feet to an iron rod with aluminum cap stamped "WILCO ROW 5777" found, being the intersection of the westerly line of said 3.493 acre tract and the easterly line of said 1.440 acre tract, same being the southerly corner of said 2.787 acre remainder parcel;

**THENCE**, departing said 2.787 acre remainder tract, with the easterly line of said 1.440 acre tract, continuing with said existing curving westerly ROW line, same being the westerly line of said 3.493 acre tract, and the easterly boundary line of the herein described parcel, the following two (2) courses:

- 4) Along said curve to the right, having a delta angle of **12°03'45"**, a radius of **1355.00** feet, an arc length of **285.27** feet and a chord which bears **S 18°26'59" E**, for a distance of **284.74** feet to a calculated point at the beginning of a cut-back line transitioning from said existing westerly ROW line of C.R. 101 to the existing northerly ROW line of U.S. 79 (variable width ROW);
- 5) **S 27°29'55" W**, for a distance of **37.13** feet to a calculated point in the easterly boundary line of said 2.960 acre remainder tract, same being the southerly corner of said 1.440 acre tract;
- 6) **THENCE**, departing said 1.440 acre tract, continuing with said cut-back line, being the easterly boundary line of said 2.960 acre remainder tract, **S 27°29'55" W**, for a distance of **27.36** feet to a calculated point in said existing northerly ROW line of U.S. 79, same being the southeasterly corner of said 2.960 acre remainder tract, for the southeasterly corner of the herein described parcel;

County: Williamson  
Parcel: 89  
Project: FM 3349

Feb. 03, 2021  
Page 2 of 4

- 7) **THENCE**, with said existing northerly ROW line, being the southerly boundary line of said 2.960 acre remainder tract, **S 77°19'36" W**, for a distance of **204.43** feet to a TxDOT Type II ROW monument found, being the southwesterly corner of said 2.960 acre remainder tract, same being the beginning of a cut-back line transitioning from said existing northerly ROW line to the existing easterly ROW line of said original C.R. 101, for the southwesterly corner of the herein described parcel, and from which, a TxDOT Type II ROW monument found in the existing westerly ROW line of said original C.R. 101, being the southeasterly corner of the remainder of that called 1.62 acre tract of land cited in Deed to Williamson County, Texas recorded in Document No. 2019125083 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of that called 0.660 acre ROW tract described in Special Warranty Deed to the State of Texas recorded in Document No. 2014029873 of the Official Public Records of Williamson County, Texas, bears **S 77°19'36" W**, at a distance of 128.96 feet;

**THENCE**, departing said existing northerly ROW line, with said cut-back line, being the westerly boundary line of said 2.960 acre remainder tract, same being the existing easterly ROW line of said original C.R. 101, for the westerly boundary line of the herein described parcel, the following two (2) courses:

- 8) **N 62°19'11" W**, for a distance of **104.01** feet to a calculated angle point;
- 9) **N 22°28'04" W**, for a distance of **566.73** feet to an iron rod with aluminum cap stamped "WILCO ROW 5777" found, being the northerly corner of said 2.960 acre remainder parcel, same being the westerly line of said 1.440 acre tract;
- 10) **THENCE**, departing said 2.960 acre remainder tract, continuing with said existing easterly ROW line, same being the westerly line of said 1.440 acre tract, **N 22°28'04" W**, for a distance of **354.55** feet to the calculated northwesterly corner of said 1.440 acre tract, same being an ell corner in the westerly boundary line of said 2.787 acre remainder tract;
- 11) **THENCE**, departing said 1.440 acre tract, continuing with said existing easterly ROW line, same being the westerly line of said 2.787 acre remainder tract, **N 22°28'04" W**, for a distance of **272.58** feet to the **POINT OF BEGINNING**, containing 7.187 acres (313,052 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

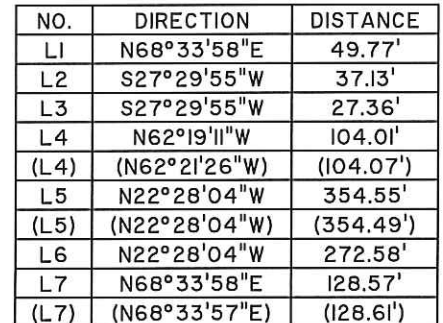
M Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

Date

**PRELIMINARY**  
**This document shall not be  
recorded for any purpose.**



## 02-03-2021



**INLAND  
GEODETICS**   
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PAGE 3 OF 4

# PLAT TO ACCOMPANY DESCRIPTION

02-03-2021

## LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	↔	DENOTES COMMON OWNERSHIP
⊗	IRON ROD WITH ALUMINUM CAP FOUND STAMPED "WILCO ROW-5777"	P.O.B.	POINT OF BEGINNING
⊠	TxDOT TYPE II CONCRETE MONUMENT FOUND	P.O.R.	POINT OF REFERENCE
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	( )	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
— — —	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

## PRELIMINARY

This document shall not be recorded for any purpose.

M. STEPHEN TRUESDALE      DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



PARCEL PLAT SHOWING PROPERTY OF  
**JOHN BIGON and wife, MARY BIGON**

**PARCEL 89**

SCALE  
1" = 200'

WILLIAMSON COUNTY

PROJECT  
FM 3349

PAGE 4 OF 4

**Commissioners Court - Regular Session****54.****Meeting Date:** 06/22/2021

Resolution for Condemnation- SE Loop

**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 (1.08 acres) required for the construction of SE Loop, and take appropriate action. (John and Mary Bigon/Parcel 93).

**Background**

---

**Fiscal Impact**

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

**Attachments**

Blgon Resolution

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 09:12 AM

Form Started By: Charlie Crossfield

Started On: 06/17/2021 08:32 AM

Final Approval Date: 06/17/2021

**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 those two certain tracts of land being 1.08 acres (Parcel 93 Part 1) described by metes and bounds in Exhibit "A" owned by **JOHN BIGON and MARY BIGON** for the purpose of constructing, reconstructing, maintaining, and operating Corridor A-1 (Southeast Loop) 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**  
**PROPERTY DESCRIPTION FOR PARCEL 93 Pt. 1**

DESCRIPTION OF A 1.080 ACRE (47,021 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER PORTION OF THAT CALLED 72.15 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JOHN BIGON AND WIFE, MARY BIGON RECORDED IN VOLUME 558, PAGE 77 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.080 ACRE (47,021 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10,178,062.38, E=3,193,077.33 TxSPC Zone 4203) set, in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) (variable width ROW), being the northerly boundary line of said remainder portion of the 72.15 acre tract, same being in the southerly boundary line of the remainder of that called 76 acre tract of land described in Special Warranty Deed to Fuessel Holdings LLC recorded in Document No. 2012081610 of the Official Public Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found, being the northeasterly corner of said remainder portion of the 72.15 acre tract, same being the southeasterly corner of said remainder of the 76 acre tract, bears with the common boundary line of said remainder portion of the 72.15 acre tract and said remainder of the 76 acre tract, N 68°33'57" E, at a distance of 1,723.53 feet;

**THENCE**, departing said remainder of the 76 acre tract, through the interior of said remainder portion of the 72.15 acre tract, with said proposed easterly ROW line, the following two (2) courses:

- 1) Along a curve to the right, having a delta angle of **02°20'39"**, a radius of **5,026.00** feet, an arc length of **205.63** feet, and a chord which bears **S 22°58'50" E**, for a distance of **205.61** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for the beginning of a compound curve;
- 2) Along said curve to the right, having a delta angle of **02°24'01"**, a radius of **6,718.00** feet, an arc length of **281.42** feet and a chord which bears **S 20°36'31" E**, for a distance of **281.40** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the existing easterly ROW line of said C.R. 101 (variable width ROW), being the easterly line of that 3.493 acre ROW tract described in Deed to Williamson County, Texas (Exhibit A, Parcel 4A) recorded in Document No. 2017117137 of the Official Public Records of Williamson County, Texas, for the southerly corner of the herein described parcel, and from which, a 1/2" iron rod found being a point of tangency in said existing easterly ROW line, same being in the westerly boundary line of said remainder portion of the 72.15 acre tract, bears S 42°32'43" E, at a distance of 33.60 feet;
- 3) **THENCE**, departing said proposed easterly ROW line, with said existing ROW line, being the common boundary line of said remainder portion of the 72.15 acre tract, and said 3.493 acre ROW tract, **N 42°32'43" W**, for a distance of **521.94** feet to an iron rod with aluminum cap stamped "WILCO ROW 5777" found, being the northwesterly corner of said remainder portion of the 72.15 acre tract, same being the northeasterly corner of said 3.493 acre ROW tract, also being in the southwesterly corner of said remainder of the 76 acre tract and the southeasterly corner of that called 1.379 acre tract (Exhibit A, Parcel 6, Part 1) described in ROW Deed to Williamson County, Texas, recorded in Document No. 2017113723 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel, and from which, an iron rod found in said existing easterly ROW line, being in the easterly line of said 1.379 acre ROW tract, same being the westerly boundary line of said remainder of the 76 acre tract, bears N 42°32'43" W, at a distance of 66.09 feet;

County: Williamson  
Parcel: 93 Pt. 1  
Project: FM 3349

Oct. 08, 2020  
Page 2 of 4

- 4) **THENCE**, departing said 3.493 acre ROW tract, with the northerly boundary line of said remainder portion of the 72.15 acre tract, same being the southerly line of said remainder of the 76 acre tract, **N 68°33'57" E**, for a distance of **186.49** feet to the **POINT OF BEGINNING**, containing 1.080 acre, (47,021 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

---

M Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

Date

**PRELIMINARY**  
**This document shall not be  
recorded for any purpose.**

# PLAT TO ACCOMPANY DESCRIPTION

FUESSEL HOLDINGS LLC  
REMAINDER OF 76 ACRES  
DOC. No. 2012081610  
O.P.R.W.C.T.

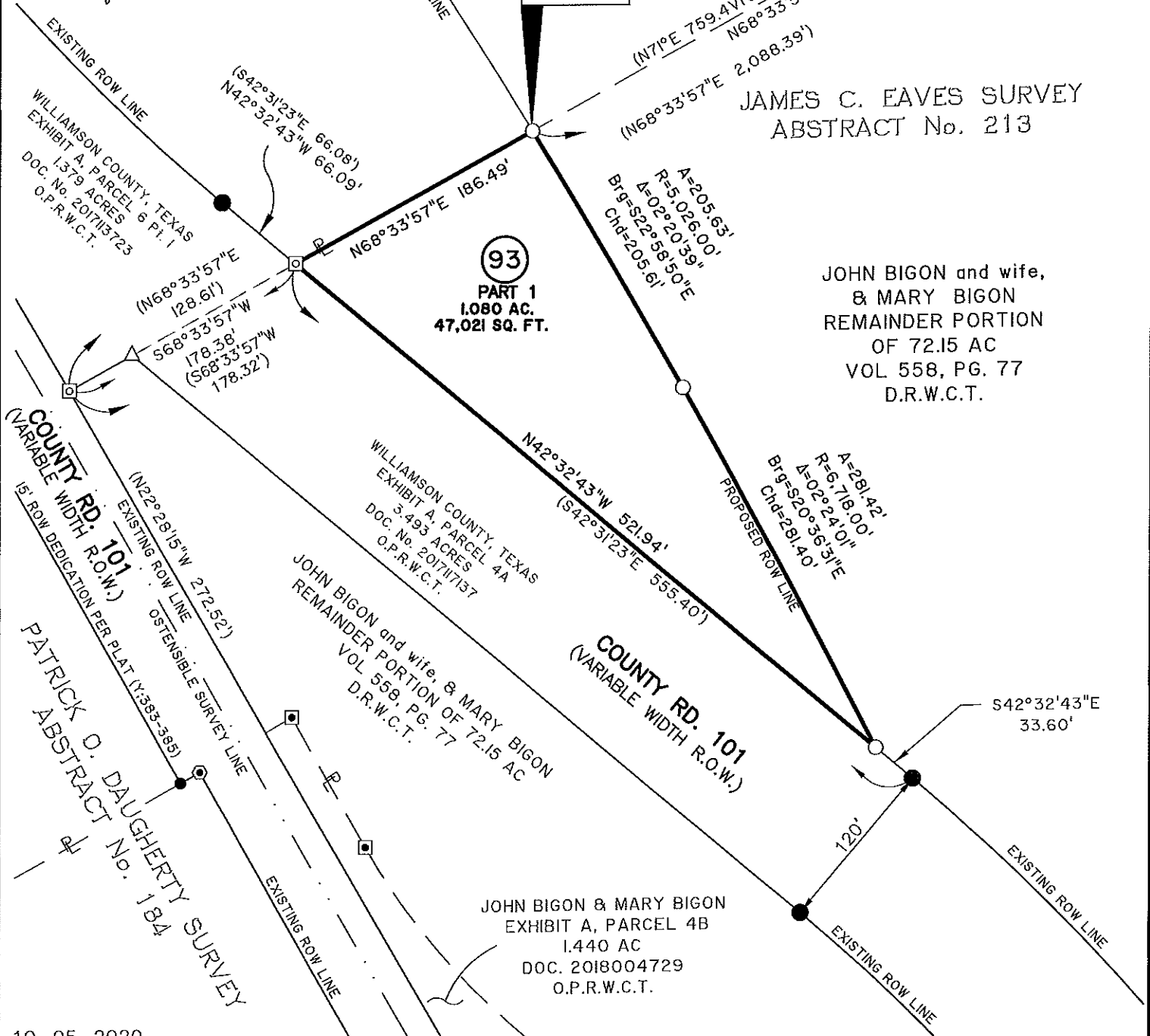
GRID COORDINATES:  
N=10,178,062.38  
E=3,193,077.33

**P.O.B.**

JAMES C. EAVES SURVEY  
ABSTRACT No. 213

**93**  
**PART 1**  
**1,080 AC.**  
**47,021 SQ. FT.**

JOHN BIGON and wife,  
& MARY BIGON  
REMAINDER PORTION  
OF 72.15 AC  
VOL 558, PG. 77  
D.R.W.C.T.



10-05-2020

**INLAND**  
**GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF  
**JOHN BIGON and wife, MARY BIGON**  
WILLIAMSON COUNTY  
SCALE  
1" = 100'  
PROJECT  
FM 3349

**PARCEL 93**  
**PART 1**  
PAGE 3 OF 4

# PLAT TO ACCOMPANY DESCRIPTION

10-05-2020

## LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	↔	DENOTES COMMON OWNERSHIP
⊗	IRON ROD WITH ALUMINUM CAP FOUND STAMPED "WILCO ROW-5777"	P.O.B.	POINT OF BEGINNING
⊠	TxDOT TYPE II CONCRETE MONUMENT FOUND	P.O.R.	POINT OF REFERENCE
●	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	( )	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
— —	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

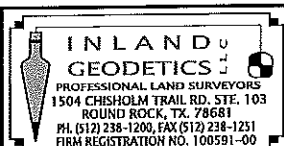
1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. STEPHEN TRUESDALE      DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681

## PRELIMINARY

This document shall not be  
recorded for any purpose.



PARCEL PLAT SHOWING PROPERTY OF <b>JOHN BIGON and wife, MARY BIGON</b>		
SCALE 1" = 100'	WILLIAMSON COUNTY	PROJECT FM 3349

**PARCEL 93  
PART 1**

PAGE 4 OF 4

**Commissioners Court - Regular Session****55.****Meeting Date:** 06/22/2021

SE Loop- Letter Agreement

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a letter agreement with Hutto Community Development Corporation for easements needed on the SE Loop Project (Parcels 75-DE, 75-WE, 79-WE, 79-DE, 80 P1-WE, 80P1- DE) Funding Source: Rad Bonds P463

**Background**

---

**Fiscal Impact**

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

**Attachments**

HEDC Letter Agreement

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 09:12 AM

Form Started By: Charlie Crossfield

Started On: 06/17/2021 08:33 AM

Final Approval Date: 06/17/2021



# Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

[don@scrllaw.com](mailto:don@scrllaw.com)

June 1, 2021

[cchilds@txlocalgovlaw.com](mailto:cchilds@txlocalgovlaw.com)

Cathie Childs

Hutto Community Development Corporation

500 W. Live Oak Street

Hutto, Texas 78634

Re: Williamson County—Southeast Loop/Corridor A1  
Parcel Nos.: 75-DE, 75-WE, 79-WE, 79-DE, 80P1-WE, 80P1-DE

Dear Cathie:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of certain drainage and waterline easement interests in and across portions of the property owned by Hutto Economic Development Corporation, Type B a/k/a Hutto Economic Development Corporation Type B d/b/a Hutto Community Development Corporation (“Owner”) required as part of Williamson County’s (“County”) proposed Southeast Loop/Corridor A1 roadway improvements and related appurtenances and utility adjustments (“Project”).

By execution of this letter the parties agree as follows:

1. In return for Owner’s delivery of a fully executed and acknowledged waterline easement (“Easement”) to Jonah Water SUD, free and clear of any monetary liens and encumbrances, in and across those three certain parcels of land totaling 2.238 acres (97,449 sf), and in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the sum of **\$131,556.00** in good funds.

2. In return for Owner’s delivery of a fully executed and acknowledged drainage easement (“Easement”) to the County, free and clear of any monetary liens and encumbrances, in and across those three certain parcels of land totaling 7.763 acres (334,254 sf), and in the form as set out in Exhibit “B” attached hereto and incorporated herein, County shall pay Owner the sum of **\$451,243.00** in good funds.

3. If requested by County, the Closing and completion of this transaction shall take place at Georgetown Title Company (“Title Company”) within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County or the easement Grantee in completion of this transaction. County shall be responsible for all typical closing fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien consent or subordination required as a condition of the Closing.

4. This Agreement is being made, and the Easements are being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated below and return it to me, and we will have this approved and signed by the County and process this for Closing and payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,



Don Childs  
Sheets & Crossfield, PLLC

**AGREED:**

HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B a/k/a  
Hutto Economic Development Corporation Type B d/b/a  
Hutto Community Development Corporation

By: 

Name: Mike Arismendez

Its: Chair Person

Date: 6/10/21

**ACCEPTED AND AGREED:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Date: \_\_\_\_\_

EXHIBIT "A" FORM OF WATERLINE EASEMENT  
FOLLOWS

**WATERLINE EASEMENT**  
Southeast Loop/Corridor A1

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

**GRANT OF EASEMENT:**

HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B a/k/a Hutto Economic Development Corporation Type B d/b/a Hutto Community Development Corporation (“Grantor”, whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, (“Grantee”), an easement and right-of-way (“Easement”) upon and across three parcels totaling approximately 2.238 acre (97,449 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibits “A-C” attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the “Easement Tract”).

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

**PURPOSE OF EASEMENT:**

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor’s adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.



**DURATION OF EASEMENT:**

The Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

**DAMAGES:**

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

**ENCUMBRANCES AND LIENS:**

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: N/A

**WATER SERVICE:**

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

**ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

**BINDING EFFECT:**

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

**ASSIGNABILITY:**

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

*[signature pages follow]*

**GRANTOR:**

HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B  
a/k/a Hutto Economic Development Corporation Type B  
d/b/a Hutto Community Development Corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Acknowledgment**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument is acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_, in the capacity and for the purposes and consideration recited  
herein.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT **A**  
**PROPERTY DESCRIPTION FOR PARCEL 75-W.E.**

DESCRIPTION OF A 0.871 ACRE (37,919 SQUARE FOOT), WATERLINE EASEMENT SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 224.42 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B RECORDED IN DOCUMENT NO. 2018036400 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.871 ACRE (37,919 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933" set in the proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the northerly boundary line of said 224.42 acre tract, same being in the southerly boundary line of that called 35.00 acre tract of land described in Special Warranty Deed to said Hutto Economic Development Corporation Type B recorded in Document No. 2018035181 of the Official Public Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod with plastic cap stamped "SAM INC" found in the existing westerly ROW line of said F. M. 3349 (100' ROW width), being the northeasterly corner of said 224.42 acre tract, being the southeasterly corner of said 35.00 acre tract, bears S 82°45'13" E, at a distance of 142.95 feet, pass a 1 1/2" O.D. pipe found, and continuing for a total distance of 148.05 feet;

- 1) **THENCE**, departing said 35.00 acre tract, with said proposed westerly ROW line, through the interior of said 224.42 acre tract, **S 07°39'47" W**, passing at a distance of 1,234.00 feet an iron rod with aluminum cap stamped "ADL" for the beginning of an Access Denial Line, a distance of 1,792.00 feet pass an iron rod with aluminum cap stamped "ADL" for the end of the Access Denial Line and continuing for a total distance of **1,896.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said 224.42 acre tract, same being the northerly boundary line of that called 5.65 acre tract of land described in Special Warranty Deed to Larry John Matl recorded in Volume 1276, Page 612 of the Official Records of Williamson County, Texas, and depicted on Larry John Matl, Tract 1, a subdivision of record in Cabinet G, Slide 329-330 of the Plat Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which, a 1/2" iron rod with plastic cap stamped "SAM INC" found in said existing westerly ROW line bears S 82°43'15" E, at a distance of 154.09 feet;
- 2) **THENCE**, departing said proposed westerly ROW line, with said southerly boundary line of the 224.42 acre tract, same being the northerly boundary line of said 5.65 acre tract, **N 82°43'15" W**, for a distance of **20.00** feet to the calculated southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the northwesterly corner of said 5.65 acre tract in the southerly boundary line of said 224.42 acre tract bears N 82°43'15" W, at a distance of 1,107.18 feet;
- 3) **THENCE**, departing said 5.65 acre tract, through the interior of said 224.42 acre tract, with the westerly line of the herein described parcel, **N 07°39'47" E**, for a distance of **1,895.99** feet to a calculated point in the northerly boundary line of said 224.42 acre tract, same being in said southerly boundary line of the 35.00 acre tract, for the northwesterly corner of the herein described parcel, and from which, the southwesterly corner of said 35.00 acre tract, being in the northerly boundary line of said 224.42 acre tract bears N 82°45'13" W, at a distance of 1,553.26 feet;

County: Williamson  
Parcel: 75-W.E.  
Project: FM 3349

April 5, 2021  
Page 2 of 4

- 4) **THENCE**, with said common boundary line, **S 82°45'13" E**, for a distance of **20.00** feet to the **POINT OF BEGINNING**, containing 0.871 acre, (37,919 square feet) of land, more or less.

**Control of Access Clause:**

Access will be prohibited across the 558.00 foot 'access denial line' to the highway facility from the remainder of the property lying adjacent to FM 3349.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*

*8 APR 2021*

M Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

Date

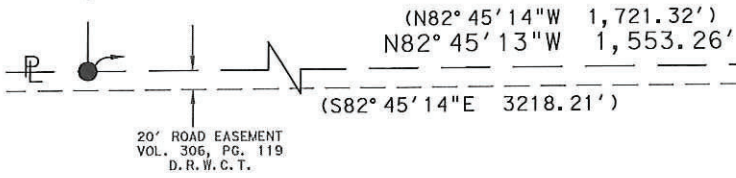




**PLAT TO ACCOMPANY DESCRIPTION**

REV: 03/30/2021

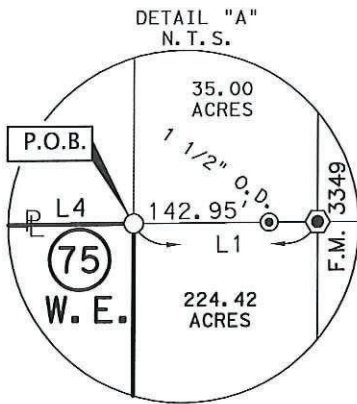
HUTTO ECONOMIC  
DEVELOPMENT CORPORATION  
TYPE B  
35.00 ACRES  
DOC. No. 2018035181  
O. P. R. W. C. T.



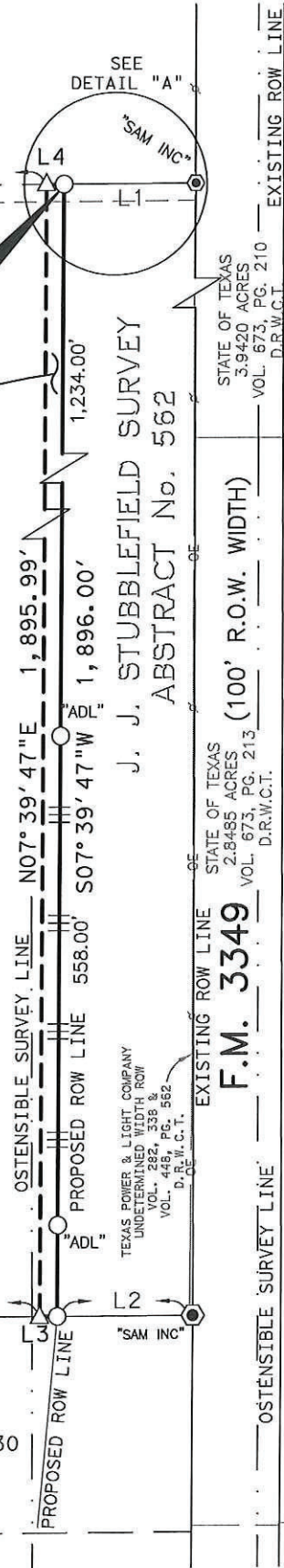
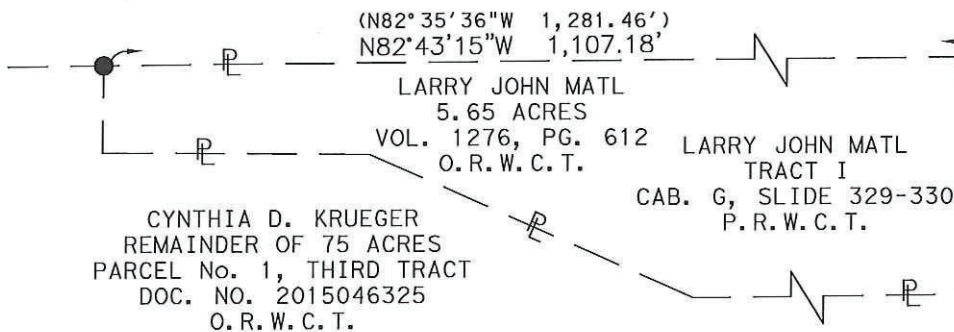
L1	S82° 45' 13"E	148.05'
L2	S82° 43' 15"E	154.09'
L3	N82° 43' 15"W	20.00'
L4	S82° 45' 13"E	20.00'

THOMAS B. LEE SURVEY  
ABSTRACT No. 740

HUTTO ECONOMIC  
DEVELOPMENT CORPORATION  
TYPE B  
224.42 ACRES  
DOC. No. 2018036400  
O. P. R. W. C. T.



P.O.B.  
**75**  
W. E.  
0.871 AC.  
37,919 SQ. FT.



**INLAND U**  
**GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF  
**HUTTO ECONOMIC DEVELOPMENT CORPORATION**  
TYPE B  
WILLIAMSON COUNTY

**PARCEL 75**  
**W.E.**  
PAGE 3 OF 4

## PLAT TO ACCOMPANY DESCRIPTION

REV: 03/30/2021

## LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET UNLESS NOTED OTHERWISE	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE 1 CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS
△	CALCULATED POINT	WILLIAMSON COUNTY, TEXAS	
⌒	PROPERTY LINE	D.R.W.C.T.	DEED RECORDS
—	LINE BREAK	WILLIAMSON COUNTY, TEXAS	
—	DENOTES COMMON OWNERSHIP	O.R.W.C.T.	OFFICIAL RECORDS
—     —	ACCESS DENIAL LINE	WILLIAMSON COUNTY, TEXAS	
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
		WILLIAMSON COUNTY, TEXAS	

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE FILE NO. 200076579, ISSUED BY STEWART TITLE GUARANTY COMPANY, EFFECTIVE DATE NOVEMBER 19, 2020, ISSUE DATE DECEMBER 03, 2020.

- 10A. TEXAS POWER & LIGHT COMPANY EASEMENT VOLUME 282, PG. 338 — DOES NOT AFFECT.
- B. TEXAS POWER & LIGHT COMPANY EASEMENT VOLUME 295, PG. 289 — DOES NOT AFFECT.
- C. ROAD EASEMENT VOLUME 306, PG. 119 — AFFECTS AS SHOWN.
- D. TEXAS POWER & LIGHT COMPANY EASEMENT VOLUME 448, PG. 562 — DOES NOT AFFECT.
- H. ORDINANCE: DOCUMENT NO. 2019095043 — AFFECTS & SUBJECT TO.

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* 8 APR 2021  
M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



<p>INLAND GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00</p>	<p>PARCEL PLAT SHOWING PROPERTY OF  <b>HUTTO ECONOMIC DEVELOPMENT CORPORATION</b>  <b>TYPE B</b></p>		<p><b>PARCEL 75</b>  <b>W.E.</b>  PAGE 4 OF 4</p>
	<p>SCALE  1" = 200'</p>	<p>WILLIAMSON COUNTY</p>	



**B**  
**EXHIBIT**  
**PROPERTY DESCRIPTION FOR PARCEL 80 PART 1-W.E.**

DESCRIPTION OF A 0.960 ACRE (41,813 SQUARE FOOT), WATERLINE EASEMENT SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 89.57 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B RECORDED IN DOCUMENT NO. 2018034308 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.960 ACRE (41,813 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,175,195.23, E=3,193,203.62 TxSPC Zone 4203) set in the proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the easterly boundary line of said 89.57 acre tract, same being in the southerly boundary line of that called Lot 1 (1.699 acres) depicted on Final Plat of the Gene Rydell Estate, a subdivision of record in Cabinet EE, Pg. 384 of the Plat Records of Williamson County, Texas and cited in Special Warranty Deed to Elisabeth Henning recorded in Document No. 2017064299 of the Official Public Records of Williamson County, Texas, also being the northeasterly corner of a proposed 75 foot Drainage Easement, for the **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod with plastic cap stamped "RPLS 1433" found in the existing westerly ROW line of said F.M. 3349 (100' width ROW), being an ell corner in said easterly boundary line of the 89.57 acre tract, same being the southeasterly corner of said Lot 1 bears S 83°13'20" E, at a distance of 218.43 feet;

**THENCE**, departing said Lot 1, with said proposed westerly ROW line, same being the easterly line of said proposed 75 foot wide drainage easement and of this parcel, through the interior of said 89.57 acre tract, the following six (6) courses:

- 1) **S 02°33'55" E**, for a distance of **47.74** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for a point of curvature to the right;
- 2) Along said curve to the right having a delta angle of **07°39'52"**, a radius of **2,470.00** feet, an arc length of **330.41** feet and a chord which bears **S 01°16'01" W**, for a distance of **330.16** feet to a point of non-tangency;
- 3) **S 06°22'52" W**, for a distance of **282.03** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;
- 4) **S 07°39'47" W**, for a distance of **453.08** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;
- 5) **S 16°05'12" E**, passing at a distance of 23.63 feet an iron rod with aluminum cap stamped "ADL" for the beginning of an Access Denial Line and continuing with said Access Denial Line for a total distance of **54.63** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;
- 6) **S 07°39'47" W**, continuing with said Access Denial Line for a distance of **507.36** feet to an iron rod with aluminum cap stamped "ROW 4933" set at the end of said Access Denial Line, in the southerly boundary line of said 89.57 acre tract, same being in the northerly boundary line of that called 35.00 acre tract of land described in Special Warranty Deed to said Hutto Economic Development Corporation Type B recorded in Document No. 2018035181 of the Official Public Records of Williamson County, Texas, also being the southeasterly corner of said proposed drainage easement, for the southeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found in said existing westerly ROW line, being the southeasterly corner of said 89.57 acre tract, same being the northeasterly corner of said 35.00 acre tract bears S 82°46'49" E, at a distance of 146.94 feet;
- 7) **THENCE**, departing said proposed westerly ROW line, with the common boundary line of said 89.57 acre tract and said 35.00 acre tract, **N 82°46'49" W**, for a distance of **20.00** feet to the calculated southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southwesterly corner of said 89.57 acre tract and the northwesterly corner of said 35.00 acre tract, bears N 82°46'49" W, at a distance of 1,554.83 feet;

**THENCE**, departing said 35.00 acre tract, with the westerly line of the herein described parcel, through the interior of said 89.57 acre tract, the following nine (9) courses:

- 8) **N 07°39'47" E**, for a distance of **503.31** feet to a calculated angle point;
- 9) **N 16°05'12" W**, for a distance of **54.63** feet to a calculated angle point;

County: Williamson  
Parcel: 80 Pt 1- W.E.  
Project: FM 3349

Revised: May 06, 2021  
Page 2 of 4

- 10) **N 07°39'47" E**, for a distance of **457.06** feet to a calculated angle point;
- 11) **N 06°22'52" E**, for a distance of **281.58** feet to a calculated point of curvature of a non-tangent curve to the left;
- 12) Along said non-tangent curve to the left having a delta angle of **07°39'33"**, a radius of **2,450.00** feet, an arc length of **327.51** feet and a chord which bears **N 01°15'51" E**, for a distance of **327.27** feet to a calculated point of tangency;
- 13) **N 02°33'55" W**, for a distance of **30.76** feet to a calculated angle point;
- 14) **N 83°13'20" W**, for a distance of **219.82** feet to a calculated ell corner;
- 15) **N 07°27'39" E**, for a distance of **217.55** feet to the calculated northwesterly corner of the herein described parcel;
- 16) **S 82°32'21" E**, for a distance of **20.00** feet to a calculated point in the easterly boundary line of said 89.57 acre tract, same being in the westerly boundary line of that called 13.18 acre tract of land described in Warranty Deed to Jonah Water Special Utility District recorded in Document No. 2002103516 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel;
- 17) **THENCE**, with said common boundary line, **S 07°27'39" W**, for a distance of **20.00** feet to a 1/2" iron rod with plastic cap stamped "RPLS 3879" found, being the southwesterly corner of said 13.18 acre tract, same being the northwesterly corner of said Lot 1;

**THENCE**, departing said 13.18 acre tract, with the common line of said 89.57 acre tract and said Lot 1, the following two (2) courses:

- 18) **S 07°27'39" W**, for a distance of **177.31** feet to a 1/2" iron rod with plastic cap stamped "RPLS 1433" found, being the southwesterly corner of said Lot 1, for an ell corner;
- 19) **S 83°13'20" E**, for a distance of **216.56** feet to the **POINT OF BEGINNING**, containing 0.960 acre, (41,813 square feet) of land, more or less.

**Control of Access Clause:**

Access will be prohibited across the 538.36 foot 'Access Denial Line' to the highway facility from the remainder of the property lying adjacent to FM 3349.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

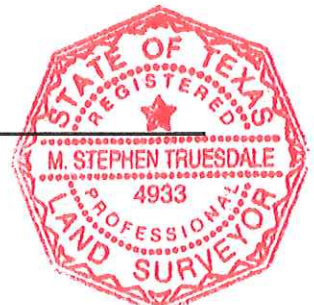
THE STATE OF TEXAS        §  
   §        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON    §

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
M Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

*11 MAY 2021*  
Date



S:\\_HDR-PROJECTS\FM 3349 OVERPASS\PARCELS\PARCEL 80-PART 1\ -HUTTO ECON DEVEL\DRAINAGE EASE\PARCEL 80-PT 1-WATER LINE EASE-HUTTO ECON DEVEL-REV.doc



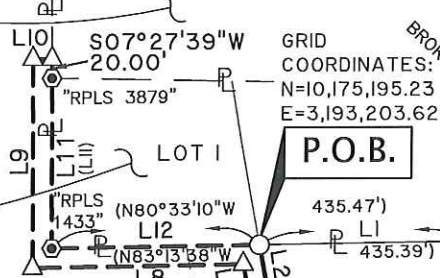
# EXHIBIT B

## PLAT TO ACCOMPANY DESCRIPTION

JONAH WATER SPECIAL UTILITY  
DISTRICT 13.18 AC.  
DOC. No. 2002103516  
O.P.R.W.C.T.

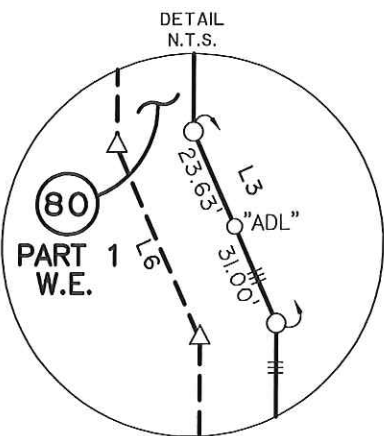
FINAL PLAT  
OF THE GENE RYDELL  
ESTATE  
(1.699 AC.)  
CABINET EE, SLIDE 384  
P.R.W.C.T.

ELISABETH HENNING  
LOT I, GENE RYDELL ESTATE  
DOC. 2017064299  
O.P.R.W.C.T.



STATE OF TEXAS  
3.2375 ACRES  
VOL. 673, PG. 200  
D.R.W.C.T.

STATE OF TEXAS  
3.8806 ACRES  
VOL. 673, PG. 207  
D.R.W.C.T.



HUTTO ECONOMIC  
DEVELOPMENT  
CORPORATION TYPE B  
89.57 ACRES  
DOC. 2018034308  
O.P.R.W.C.T.

**PART 1  
W.E.  
0.960 AC.  
41,813 SQ. FT.**

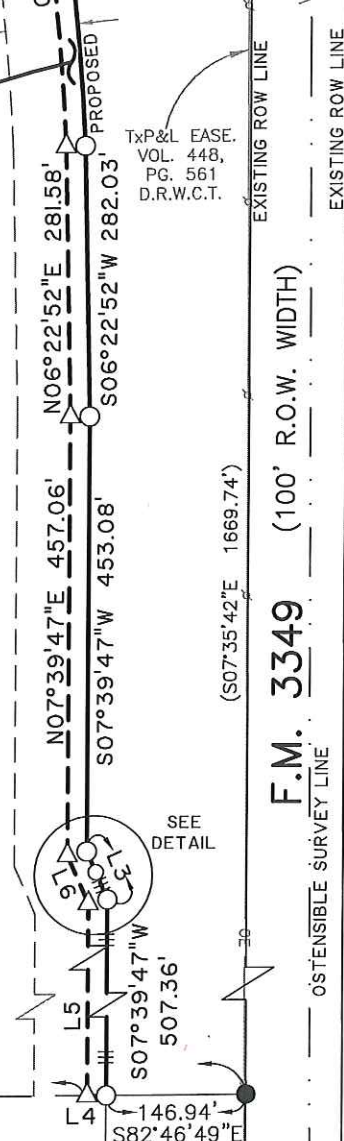
J. J. STUBBLEFIELD SURVEY  
ABSTRACT No. 562

NO.	DIRECTION	DISTANCE
L1	S83°13'20"E	218.43'
L2	S02°33'55"E	47.74'
L3	S16°05'12"E	54.63'
L4	N82°46'49"W	20.00'
L5	N07°39'47"E	503.31'
L6	N16°05'12"W	54.63'
L7	N02°33'55"W	30.76'
L8	N83°13'20"W	219.82'
L9	N07°27'39"E	217.55'
L10	S82°32'21"E	20.00'
L11	S07°27'39"W	177.31'
(L11)	(S07°32'00"W)	(177.32')
L12	S83°13'20"E	216.56'

HUTTO ECONOMIC  
DEVELOPMENT  
CORPORATION  
TYPE B  
35.00 ACRES  
DOC. No. 2018035181  
O.P.R.W.C.T.

(S82°46'31"E 1,722.03')  
N82°46'49"W 1,721.77'  
1,554.83'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	7°39'52"	2,470.00'	330.41'	330.16'	S01°16'01"W
C2	7°39'33"	2,450.00'	327.51'	327.27'	N01°15'51"E



F.M. 3349 (100' R.O.W. WIDTH)

OSTENSIBLE SURVEY LINE

REV: 05/06/2021

**INLAND U  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTIES OF  
**HUTTO ECONOMIC DEVELOPMENT CORPORATION  
TYPE B**

SCALE 1" = 200'

COUNTY WILLIAMSON

PROJECT F.M. 3349

**PARCEL 80  
PART 1  
W.E.**

PAGE 3 OF 4



**EXHIBIT B**  
**PLAT TO ACCOMPANY DESCRIPTION**  
**LEGEND**

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS
△	CALCULATED POINT		WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	D.R.W.C.T.	DEED RECORDS
—	LINE BREAK		WILLIAMSON COUNTY, TEXAS
↔	DENOTES COMMON OWNERSHIP	O.R.W.C.T.	OFFICIAL RECORDS
			WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
			WILLIAMSON COUNTY, TEXAS
		—     —	ACCESS DENIAL LINE

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE FILE NO. 200075820, ISSUED BY STEWART TITLE GUARANTY COMPANY, EFFECTIVE DATE APRIL 29, 2020, ISSUE DATE MAY 11, 2020.

- 10b. TEXAS POWER & LIGHT COMPANY EASEMENT VOLUME 288, PG. 35 - FROM ITS DESCRIPTION, CANNOT BE LOCATED.
- c. JONAH WATER SUPPLY CORP. EASEMENT VOLUME 599, PG. 611 - FROM ITS DESCRIPTION, CANNOT BE LOCATED.
- d. JONAH WATER SUPPLY CORP. EASEMENT VOLUME 1447, PG. 200 - FROM ITS DESCRIPTION, CANNOT BE LOCATED.
- f. TEXAS POWER & LIGHT COMPANY EASEMENT VOLUME 448, PG. 561 - TRACT I DOES NOT AFFECT AS SHOWN.
- h. ORDINANCE: DOCUMENT NO. 2019095043 - TRACT I & II AFFECTS & SUBJECT TO.

I) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

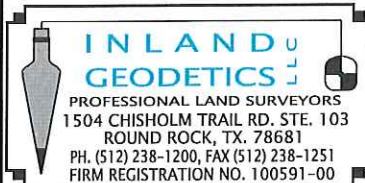
*M. Stephen Truesdale* 11 MAY 2021  
M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



REV: 05/06/2021

PARCEL PLAT SHOWING PROPERTIES OF  
**HUTTO ECONOMIC DEVELOPMENT CORPORATION**  
**TYPE B**

**PARCEL 80**  
**PART 1**  
**W.E.**



SCALE  
1" = 200'

COUNTY  
WILLIAMSON

PROJECT  
F.M. 3349

PAGE 4 OF 4

EXHIBIT **C**  
**PROPERTY DESCRIPTION FOR PARCEL 79 W.E.**

DESCRIPTION OF A 0.407 ACRE (17,717 SQUARE FOOT), WATERLINE EASEMENT SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 35.00 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B RECORDED IN DOCUMENT NO. 2018035181 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.407 ACRE (17,717 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,173,533.03, E=3,193,054.20 TxSPC Zone 4203) set in the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being in the northerly boundary line of said 35.00 acre tract, same being in the southerly boundary line of that called 89.57 acre tract of land described in Special Warranty Deed to said Hutto Economic Development Corporation Type B recorded in Document No. 2018034308 of the Official Public Records of Williamson County, Texas, being the beginning of an Access Denial Line, same being the northeasterly corner of a proposed 75 foot wide drainage easement, for the northeasterly corner and the **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found in the existing westerly ROW line of F.M. 3349 (100' ROW width), being the southeasterly corner of said 89.57 acre and the northeasterly corner of said 35.00 acre tract, bears S 82°46'49" E, at a distance of 146.94 feet;

- 1) **THENCE**, departing said 89.57 acre tract, with said proposed westerly ROW line, same being said Access Denial Line and the easterly line of said proposed drainage easement, through the interior of said 35.00 acre tract, **S 07°39'47" W**, passing at a distance of 428.86 feet an iron rod with aluminum cap stamped "ADL" set for the end of said Access Denial Line and continuing for a total distance of **885.86** feet to an iron rod with aluminum cap stamped "ROW 4933" set, being in the southerly boundary line of said 35.00 acre tract, same being in the northerly boundary line of that called 224.42 acre tract of land described in Special Warranty Deed to said Hutto Economic Development Corporation Type B recorded in Document No. 2018036400 of the Official Public Records of Williamson County, Texas, also being the southeasterly corner of said drainage easement, for the southeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "SAM INC" found in said existing westerly ROW line, being the southeasterly corner of said 35.00 acre tract, same being the northeasterly corner of said 224.42 acre tract, bears with the common line of said 35.00 acre tract, and said 224.42 acre tract, S 82°45'13" E, at a distance of 142.95 feet, pass a 1 1/2" O.D. pipe found, and continuing for a total distance of 148.05 feet;
- 2) **THENCE**, departing said proposed westerly ROW line, with said common boundary line, **N 82°45'13" W**, for a distance of **20.00** feet to the calculated southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southwesterly corner of said 35.00 acre tract, being in the north boundary line of said 224.42 acre tract, bears N 82°45'13" W, at a distance of 1,553.26 feet;



- 3) **THENCE**, departing said 224.42 acre tract, with the westerly line of the herein described parcel, through the interior of said 35.00 acre tract, **N 07°39'47" E**, for a distance of **885.85** feet to a calculated point in said northerly boundary of the 35.00 acre tract, same being said southerly boundary line of the 89.57 acre tract, for the northwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found being the northwesterly corner of said 35.00 acre tract, same being the southwesterly corner of said 89.57 acre tract, bears **N 82°46'49" W**, at a distance of 1,554.83 feet;
- 4) **THENCE**, with said common boundary line, **S 82°46'49" E**, for a distance of **20.00** feet to the **POINT OF BEGINNING**, containing 0.407 acre, (17,717 square feet) of land, more or less.

**Control of Access Clause:**

Access will be prohibited across the 428.86 foot 'Access Denial Line' to the highway facility from the remainder of the property lying adjacent to FM 3349.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
M Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

*5 MAY 2021*

Date



# PLAT TO ACCOMPANY DESCRIPTION

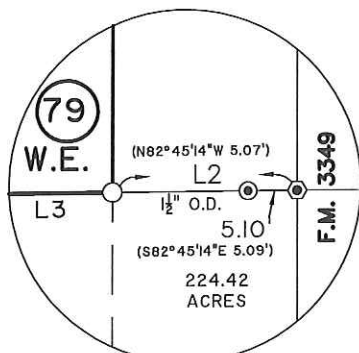
REV: 05/04/2021

HUTTO ECONOMIC  
DEVELOPMENT CORPORATION TYPE B  
89.57 ACRES  
DOC. 2018034308  
O.P.R.W.C.T.

J. J. STUBBLEFIELD SURVEY  
ABSTRACT No. 562

(N82°46'31"W 1,722.03')  
N82°46'49"W 1,721.77'  
1,554.83'

OSTENSIBLE SURVEY LINE



DETAIL  
N.T.S.

HUTTO ECONOMIC  
DEVELOPMENT CORPORATION  
TYPE B  
35.00 ACRES  
DOC. No. 2018035181  
O.P.R.W.C.T.

P.O.B.

GRID  
COORDINATES:  
N=10,173,533.03  
E=3,193,054.20

79  
W.E.  
0.407 AC.  
17,717 SQ. FT.

PROPOSED 75'  
WIDE DRAINAGE LINE  
EASEMENT

(N82°45'14"W 1,721.32')  
N82°45'13"W 1,721.31'  
1,553.26'

## LINE TABLE

LI	S82°46'49"E	146.94'
L2	S82°45'13"E	148.05'
L3	N82°45'13"W	20.00'
L4	S82°46'49"E	20.00'

THOMAS B. LEE SURVEY  
ABSTRACT No. 740

HUTTO ECONOMIC  
DEVELOPMENT CORPORATION  
TYPE B  
224.42 ACRES  
DOC. No. 2018036400  
O.P.R.W.C.T.

OSTENSIBLE SURVEY LINE

PROPOSED ROW LINE

PROPOSED ROW LINE

SEE  
DETAIL

EXISTING ROW LINE

OSTENSIBLE SURVEY LINE

EXISTING ROW LINE

STATE OF TEXAS  
3.8806 ACRES  
VOL. 673, PG. 207  
D.R.W.C.T.

STATE OF TEXAS  
3.9420 ACRES  
VOL. 673, PG. 210  
D.R.W.C.T.

F.M. 3349  
(100' R.O.W. WIDTH)

**INLAND U  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTIES OF  
HUTTO ECONOMIC DEVELOPMENT CORPORATION  
TYPE B

SCALE  
1" = 200'

COUNTY  
WILLIAMSON

PROJECT  
F.M. 3349

PARCEL 79  
W.E.

PAGE 3 OF 4



## LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
— / —	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
—     —	DENOTES COMMON OWNERSHIP	—     —	ACCESS DENIAL LINE

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE FILE NO. 200075818, ISSUED BY STEWART TITLE GUARANTY COMPANY, EFFECTIVE DATE APRIL 27, 2020, ISSUE DATE MAY 07, 2020.

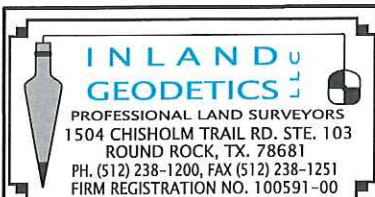
- 10c. TEXAS POWER & LIGHT COMPANY EASEMENT VOLUME 288, PG. 35 — FROM ITS DESCRIPTION, CANNOT BE LOCATED.
- d. TEXAS POWER & LIGHT COMPANY EASEMENT VOLUME 448, PG. 561 — DOES NOT AFFECT, AS SHOWN.
- e. JONAH WATER SUPPLY CORP. EASEMENT VOLUME 599, PG. 611 — FROM ITS DESCRIPTION, CANNOT BE LOCATED.
- g. ORDINANCE: DOCUMENT NO. 2019095043 — AFFECTS & SUBJECT TO.

I) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION. --

*M. Stephen Truesdale 5 MAY 2021*

M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



PARCEL PLAT SHOWING PROPERTIES OF  
**HUTTO ECONOMIC DEVELOPMENT CORPORATION**  
**TYPE B**

SCALE  
1" = 200'

COUNTY  
WILLIAMSON

PROJECT  
F.M. 3349

**PARCEL 79**  
**W.E.**

PAGE 4 OF 4



EXHIBIT "B" FORM OF DRAINAGE EASEMENT  
FOLLOWS

**DRAINAGE EASEMENT**

Southeast Loop Corridor

**Date:** \_\_\_\_\_, 2021

**Grantor:** Hutto Economic Development Corporation, Type B a/k/a Hutto Economic Development Corporation  
Type B d/b/a Hutto Community Development Corporation

**Grantor's Mailing Address (Including County):** 500 W. Live Oak St., Hutto, TX 78634

**Grantee:** Williamson County, Texas

**Grantee's Mailing Address (Including County):** 710 Main Street, Suite 101, Georgetown, TX 78626

**Lienholder:** n/a

---

**Lienholder's Mailing Address (Including County):** n/a

**Easement Property ("Property"):**

1. Parcel 75-D.E. The first parcel, identified by Williamson County, Texas as "Parcel: 75-D.E.", is a 3.264 drainage easement out of a 224.42 acre tract, located in Williamson County, Texas, said Parcel being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.
2. Parcel 80 Pt 1-DE. The fifth parcel, identified by Williamson County, Texas as "Parcel: 80-Pt 1-W.E.", is a 2.884 acre drainage easement out of a 89.57 acre tract, located in Williamson County, Texas, said Parcel being more fully described in Exhibit "B" attached hereto and made a part hereof for all purposes. .
3. Parcel 79-D.E. The fifth parcel, identified by Williamson County, Texas as "Parcel 79-D.E.", is a 1.525 acre drainage easement out of a 89.57 acre tract, located in Williamson County, Texas, said Parcel being more fully described in Exhibit "C" attached hereto and made a part hereof for all purposes.

**Easement Purpose:** For drainage improvements in accordance with plans prepared by the Grantee's engineer. The easement will be used to construct, operate, maintain, replace, upgrade, and repair improvements to convey surface water from the Grantor's property and from other properties and Grantee's roadway improvements that are included in the scope of this drainage project. The easement holder shall have the right to excavate and remove soil, to place that excavated soil in low areas adjacent to the Easement Property, to create easement channels, to install culverts and other drainage facilities, and to do all things that are reasonably necessary to complete the drainage project.

**Consideration:** Ten Dollars (\$10.00) and other good and valuable consideration.

**Reservations from and Exceptions to Conveyance and Warranty:**

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and valid instruments, other than encumbrances and conveyances, that affect the Easement Property.

Grantee, by acceptance of this easement acknowledges and agrees that Grantor hereby expressly reserves unto itself, its successors and assigns, the right to relocate, modify or reduce the Easement Property described herein and alter any improvements or facilities located in, across or upon the easement area, at Grantor's sole cost and expense, in whole or in part, based on Grantor's future land plans related to Grantor's additional property located adjacent to the Easement Property, additionally provided that such relocation, reduction and/ or alteration shall not cause any use or development of the adjacent property to be out of compliance with any regulation of any governmental entity having jurisdiction over the Property, and shall not cause the diversion, encroachment, impoundment or increase in the amount of surface water on or across the Property in excess of the drainage conditions existing prior to such relocation, reduction or alteration. Grantee, its designated agent, successors or assigns shall have the right to review and approve any such relocation, reduction or expansion, which approval shall not be unreasonably withheld, conditioned or delayed, and any such relocation or expansion shall further be conditioned upon the final consent and approval of any governing jurisdiction or regulatory body (if other than Grantee) required by any applicable development rules for such changes. Grantor and Grantee agree to use commercially reasonable efforts, acting in good faith, to co-operate regarding any such re-location or expansion. Upon approval, Grantor may execute and file in the appropriate public records a replacement easement for any such reduction, alteration and/ or relocation of the Easement Property, provided such reduction, alteration or relocation of the Property is in conformance with the terms of this paragraph and such replacement easement is conveyed to the Grantee, its successors or assigns by replacement easement recorded in the appropriate public records. Concurrent with or after the recording of such replacement easement, the Grantee, its successors or assigns shall execute any document presented by the Grantor reasonably necessary or convenient for the release or re-conveyance to Grantor of any portion of the Easement Property not included in the replacement easement.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to Grantee an easement over, upon and across the Easement Property for the Easement Purpose, and portions thereof, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's administrators, successors, or assigns forever, with the privilege at any and all times to enter said premises or any part thereof for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of said drainage channel and facilities and for making connections therewith. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the easement to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty. The following terms and conditions shall apply to the easement:

1. Character of Easement. This is a drainage easement created for the benefit of the public to promote the health, safety, and general welfare of the public.

2. Duration of Easement. The easement shall be perpetual.

3. Exclusiveness of Easement. The easement is non-exclusive, and Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to convey the same or other rights and/or easements to others, so long as such further conveyance is subject to this grant and does not interfere with or otherwise impair the purposes of this grant for stormwater conveyance, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

4. Secondary Easement. In addition, the holder of the easement shall have the right to use so much of the surface of the property adjacent to the Easement Property as may be reasonably necessary to install and maintain the easement for the Easement Purposes.

5. Maintenance. Improvement and maintenance of the Easement Property shall be at the sole expense of the holder of the easement. Such holder has the right to eliminate any encroachments into the Easement Property. The Easement Property shall be maintained in a neat and clean condition. In connection with any such drainage and related facilities and/or the construction thereof, the holder of the easement shall have the right to remove and/or relocate any fences located within the Easement Property or along or near the boundary lines thereof as may be reasonably necessary in order to construct said drainage and related facilities or in order for said drainage to continue onto other lands or easements owned by the holder of the easement and adjacent to the Easement Property.

6. Rights Reserved. Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes which do not interfere with or interrupt the use or enjoyment of the easement.

7. Attorney's Fees. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witness fees from the non-prevailing party.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this Agreement.

9. Choice of Law. This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the county or counties in which the Easement Property is situated.

10. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

11. Effect of Waiver or Consent. No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

12. Further Assurances. In connection with this Agreement as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

13. Integration. This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations, or warranties which are not expressly set forth herein.

14. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa. The Article and Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section. This Agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address shown herein, and if not so shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner shall be effective only if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.

16. Recitals. Any recitals in this Agreement are represented by the parties hereto to be accurate and constitute a part of the substantive agreement.



17. Time. Unless otherwise specified, all references to “days” shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays, and Texas legal banking holidays. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday, or Texas legal banking holiday, then that obligation shall be performable on the next following regular business day.

18. Equitable Rights of Enforcement. In the event of any interference or threatened interference with the easement, such easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance hereof, which restraining orders and injunctions shall be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties hereto or those benefited hereby; provided, however, nothing herein shall be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

*[signature pages follow]*

GRANTOR:

Hutto Economic Development Corporation, Type B a/k/a  
Hutto Economic Development Corporation Type B d/b/a  
Hutto Community Development Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

S

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_, the \_\_\_\_\_ of the Hutto Economic Development  
Corporation, Type B a/k/a Hutto Economic Development Corporation Type B d/b/a Hutto Community  
Development Corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**ACCEPTED:**

Williamson County, Texas

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

**ACKNOWLEDGMENT**

STATE OF TEXAS

\*

COUNTY OF WILLIAMSON

\*

\*

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Bill Gravell, Jr., County Judge, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT **A**  
**PROPERTY DESCRIPTION FOR PARCEL 75-D.E.**

DESCRIPTION OF A 3.264 ACRE (142,195 SQUARE FOOT), DRAINAGE EASEMENT SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 AND THE THOMAS B. LEE SURVEY ABSTRACT NO. 740 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 224.42 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B RECORDED IN DOCUMENT NO. 2018036400 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.264 ACRE (142,195 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933" set in the proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the northerly boundary line of said 224.42 acre tract, same being the southerly boundary line of that called 35.00 acre tract of land described in Special Warranty Deed to said Hutto Economic Development Corporation Type B recorded in Document No. 2018035181 of the Official Public Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod with plastic cap stamped "SAM INC" found in the existing westerly ROW line of said F. M. 3349 (100' ROW width), being the northeasterly corner of said 224.42 acre tract and the southeasterly corner of said 35.00 acre tract, bears S 82°45'13" E, at a distance of 142.95, pass a 1 1/2" O.D. pipe found, and continuing for a total distance of 148.05 feet;

- 1) **THENCE**, departing said 35.00 acre tract, through the interior of said 224.42 acre tract, with said proposed westerly ROW line, **S 07°39'47" W**, passing at a distance of 1,234.00 feet an iron rod with aluminum cap stamped "ADL" for the beginning of an Access Denial Line, at a distance of 1,792.00 feet pass an iron rod with aluminum cap stamped "ADL" for the end of the Access Denial Line and continuing for a total for a distance of **1,896.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said 224.42 acre tract, same being the northerly boundary line of that called 5.65 acre tract of land described in Special Warranty Deed to Larry John Matl recorded in Volume 1276, Page 612 of the Official Records of Williamson County, Texas, and depicted on Larry John Matl, Tract 1, a subdivision of record in Cabinet G, Slide 329-330 of the Plat Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which, a 1/2" iron rod with plastic cap stamped "SAM INC" found in said existing westerly ROW line bears S 82°43'15" E, at a distance of 154.09 feet;
- 2) **THENCE**, departing said proposed westerly ROW line, with said southerly boundary line of the 224.42 acre tract, same being the northerly boundary line of said 5.65 acre tract, **N 82°43'15" W**, at a distance of **75.00** feet to the calculated southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found in the southerly boundary line of said 224.42 acre tract, being the northwesterly corner of said 5.65 acre tract bears N 82°43'15" W, at a distance of 1,052.18 feet;
- 3) **THENCE**, departing said 5.65 acre tract, through the interior of said 224.42 acre tract, with the westerly line of the herein described parcel, **N 07°39'47" E**, for a distance of **1,895.96** feet to a calculated point in the northerly boundary line of said 224.42 acre tract, same being said southerly boundary line of the 35.00 acre tract, for the northwesterly corner of the herein described parcel, and from which a 1/2" iron rod found in the northerly boundary line of said 224.42 acre tract, being the southwesterly corner of said 35.00 acre tract bears N 82°45'13" W, at a distance of 1,498.26 feet;

County: Williamson  
Parcel: 75-D.E.  
Project: FM 3349

April 5, 2021  
Page 2 of 4

- 4) **THENCE**, with said common boundary line, **S 82°45'13" E**, for a distance of **75.00** feet to the **POINT OF BEGINNING**, containing 3.264 acre, (142,195 square feet) of land, more or less.

**Control of Access Clause:**

Access will be prohibited across the 558.00 foot 'Access Denial Line' to the highway facility from the remainder of the property lying adjacent to FM 3349.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*

*8 APR 2021*

M Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

Date

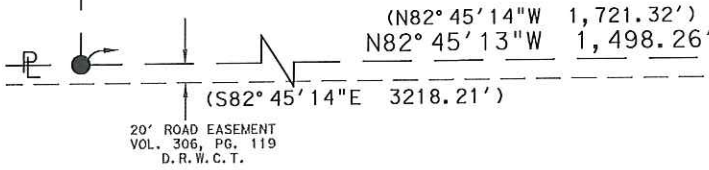




**PLAT TO ACCOMPANY DESCRIPTION**

REV: 03/30/2021

HUTTO ECONOMIC  
DEVELOPMENT CORPORATION  
TYPE B  
35.00 ACRES  
DOC. No. 2018035181  
O.P.R.W.C.T.



20' ROAD EASEMENT  
VOL. 306, PG. 119  
D.R.W.C.T.

LINE TABLE		
L1	S82° 45' 13"E	148.05'
L2	S82° 43' 15"E	154.09'
L3	N82° 43' 15"W	75.00'
L4	S82° 45' 13"E	75.00'

P.O.B.

**(75)**  
D.E.  
3.264 AC.  
142,195 SQ. FT.

SEE  
DETAIL "A"

"SAM INC"

STATE OF TEXAS  
3.9420 ACRES  
VOL. 673, PG. 210  
D.R.W.C.T.

J. J. STUBBLEFIELD SURVEY  
ABSTRACT No. 562

(100' R.O.W. WIDTH)

STATE OF TEXAS  
2.8485 ACRES  
VOL. 673, PG. 213  
D.R.W.C.T.

**F.M. 3349**

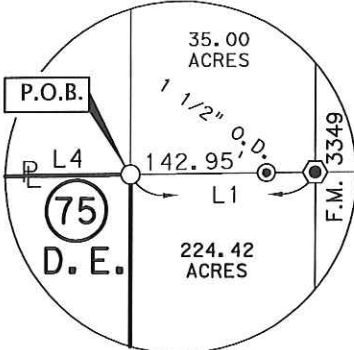
EXISTING ROW LINE

TEXAS POWER & LIGHT COMPANY  
UNDETERMINED WIDTH ROW  
VOL. 482, PG. 562  
D.R.W.C.T.

"ADL"

"SAM INC"

DETAIL "A"  
N.T.S.



HUTTO ECONOMIC  
DEVELOPMENT CORPORATION  
TYPE B  
224.42 ACRES  
DOC. No. 2018036400  
O.P.R.W.C.T.

THOMAS B. LEE SURVEY  
ABSTRACT No. 740

(N82° 35' 36"W 1,281.46')  
(N82° 43' 15"W 1,052.18')  
(S81° 11' 16"E 1,276.04')  
LARRY JOHN MATL  
5.65 ACRES  
VOL. 1276, PG. 612  
O.R.W.C.T.

CYNTHIA D. KRUEGER  
REMAINDER OF 75 ACRES  
PARCEL No. 1, THIRD TRACT  
DOC. NO. 2015046325  
O.R.W.C.T.

LARRY JOHN MATL  
TRACT I  
CAB. G, SLIDE 329-330  
P.R.W.C.T.



PARCEL PLAT SHOWING PROPERTY OF  
**HUTTO ECONOMIC DEVELOPMENT CORPORATION**  
TYPE B

SCALE  
1" = 200'

WILLIAMSON COUNTY

PROJECT  
FM 3349

**PARCEL 75**  
**D.E.**

PAGE 3 OF 4

## LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE 1 CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS
△	CALCULATED POINT	WILLIAMSON COUNTY, TEXAS	
⌚	PROPERTY LINE	D.R.W.C.T.	DEED RECORDS
—	LINE BREAK	WILLIAMSON COUNTY, TEXAS	
↔	DENOTES COMMON OWNERSHIP	O.R.W.C.T.	OFFICIAL RECORDS
—     —	ACCESS DENIAL LINE	WILLIAMSON COUNTY, TEXAS	
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
		WILLIAMSON COUNTY, TEXAS	

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE FILE NO. 200076579, ISSUED BY STEWART TITLE GUARANTY COMPANY, EFFECTIVE DATE NOVEMBER 19, 2020, ISSUE DATE DECEMBER 03, 2020.

- 10A. TEXAS POWER & LIGHT COMPANY EASEMENT VOLUME 282, PG. 338 — DOES NOT AFFECT AS SHOWN.
- B. TEXAS POWER & LIGHT COMPANY EASEMENT VOLUME 295, PG. 289 — DOES NOT AFFECT.
- C. ROAD EASEMENT VOLUME 306, PG. 119 — AFFECTS AS SHOWN.
- D. TEXAS POWER & LIGHT COMPANY EASEMENT VOLUME 448, PG. 562 — DOES NOT AFFECT AS SHOWN.
- H. ORDINANCE: DOCUMENT NO. 2019095043 — AFFECTS & SUBJECT TO.

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* *2 APR 2021*

M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



PARCEL PLAT SHOWING PROPERTY OF  
**HUTTO ECONOMIC DEVELOPMENT CORPORATION**  
**TYPE B**

SCALE  
1" = 200'

WILLIAMSON COUNTY

PROJECT  
FM 3349

**PARCEL 75**  
**D.E.**

PAGE 4 OF 4



**B**  
EXHIBIT  
**PROPERTY DESCRIPTION FOR PARCEL 80 PART 1-D.E.**

DESCRIPTION OF A 2.884 ACRE (125,622 SQUARE FOOT), DRAINAGE EASEMENT IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 89.57 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B RECORDED IN DOCUMENT NO. 2018034308 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.884 ACRE (125,622 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,175,195.23, E=3,193,203.62 TxSPC Zone 4203) set in the proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the easterly boundary line of said 89.57 acre tract, same being in the southerly boundary line of that called Lot 1 (1.699 acres) depicted on Final Plat of the Gene Rydell Estate, a subdivision of record in Cabinet EE, Pg. 384 of the Plat Records of Williamson County, Texas and cited in Special Warranty Deed to Elisabeth Henning recorded in Document No. 2017064299 of the Official Public Records of Williamson County, Texas, also being the northeasterly corner of a proposed 20 foot wide waterline easement, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod with plastic cap stamped "RPLS 1433" found in the existing westerly ROW line of said F.M. 3349 (100' width ROW), being an ell corner in said easterly boundary line of the 89.57 acre tract, same being the southeasterly corner of said Lot 1 bears S 83°13'20" E, at a distance of 218.43 feet;

**THENCE**, departing said Lot 1, with said proposed westerly ROW line, same being the easterly line of said proposed 20 foot wide waterline easement and the herein described parcel, through the interior of said 89.57 acre tract, the following six (6) courses:

- 1) **S 02°33'55" E**, for a distance of **47.74** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for the point of curvature;
- 2) Along said curve to the right having a delta angle of **07°39'52"**, a radius of **2,470.00** feet, an arc length of **330.41** feet and a chord which bears **S 01°16'01" W**, for a distance of **330.16** feet to a point of non-tangency;
- 3) **S 06°22'52" W**, for a distance of **282.03** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;
- 4) **S 07°39'47" W**, for a distance of **453.08** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;
- 5) **S 16°05'12" E**, passing at a distance of 23.63 feet an iron rod with aluminum cap stamped "ADL" for the beginning of an Access Denial Line and continuing with said Access Denial Line for a total for a distance of **54.63** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;
- 6) **S 07°39'47" W**, continuing with said Access Denial Line, for a distance of **507.36** feet to an iron rod with aluminum cap stamped "ROW 4933" set at the end of said Access Denial Line, in the southerly boundary line of said 89.57 acre tract, same being in the northerly boundary line of that called 35.00 acre tract of land described in Special Warranty Deed to said Hutto Economic Development Corporation Type B recorded in Document No. 2018035181 of the Official Public Records of Williamson County, Texas, also being the southeasterly corner of said proposed waterline easement, for the southeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found in said existing westerly ROW line, being the southeasterly corner of said 89.57 acre tract, same being the northeasterly corner of said 35.00 acre tract bears **S 82°46'49" E**, at a distance of 146.94 feet;
- 7) **THENCE**, departing said proposed westerly ROW line, with the common boundary line of said 89.57 acre tract and said 35.00 acre tract, **N 82°46'49" W**, at a distance of 20.00 feet, pass the southwesterly corner of said proposed waterline easement, and continuing for a total distance of **75.00** feet to the calculated southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southwesterly corner of said 89.57 acre tract and the northwesterly corner of said 35.00 acre tract, bears **N 82°46'49" W**, at a distance of 1,499.83 feet;

**THENCE**, departing said 35.00 acre tract, with the westerly line of the herein described parcel, through the interior of said 89.57 acre tract, the following six (6) courses:

- 8) **N 07°39'47" E**, for a distance of **492.17** feet to a calculated angle point;
- 9) **N 16°05'12" W**, for a distance of **54.63** feet to a calculated angle point;

- 10) **N 07°39'47" E**, for a distance of **468.01** feet to a calculated angle point;
- 11) **N 06°22'52" E**, for a distance of **280.35** feet to a calculated point of curvature of a non-tangent curve;
- 12) Along said non-tangent curve to the left having a delta angle of **07°38'40"**, a radius of **2,395.00** feet, an arc length of **319.54** feet and a chord which bears **N 01°15'25" E**, for a distance of **319.30** feet to a calculated point of tangency;
- 13) **N 02°33'55" W**, for a distance of **60.08** feet to a calculated point in said easterly boundary line of the 89.57 acre tract, same being in said southerly boundary line of Lot 1, for the northwesterly corner of the herein described parcel, and from which, a 1/2" iron rod with plastic cap stamped "RPLS 1433" found, being the southwesterly corner of said Lot 1, bears, with the common boundary line of said 89.57 acre tract and said Lot 1, **N 83°13'20" W**, at a distance of 140.55 feet;
- 14) **THENCE**, with said common boundary line, **S 83°13'20" E**, for a distance of **76.01** feet to the **POINT OF BEGINNING**, containing 2.884 acre, (125,622 square feet) of land, more or less.

**Control of Access Clause:**

Access will be prohibited across the 538.36 foot 'Access Denial Line' to the highway facility from the remainder of the property lying adjacent to FM 3349.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*

*11 MAY 2021*

M Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681





# PLAT TO ACCOMPANY DESCRIPTION

JONAH WATER SPECIAL UTILITY  
DISTRICT 13.18 AC.  
DOC. 2002103516  
O.P.R.W.C.T.

FINAL PLAT  
OF THE GENE RYDELL ESTATE  
(1.699 AC.)  
CABINET EE, SLIDE 384  
P.R.W.C.T.

ELISABETH HENNING  
LOT I, GENE RYDELL ESTATE  
DOC. 2017064299  
O.P.R.W.C.T.

GRID  
COORDINATES:  
N=10,175,195.23  
E=3,193,203.62

P.O.B.

BROKEN  
STATE OF TEXAS  
3.2375 ACRES  
VOL. 673, PG. 200  
D.R.W.C.T.

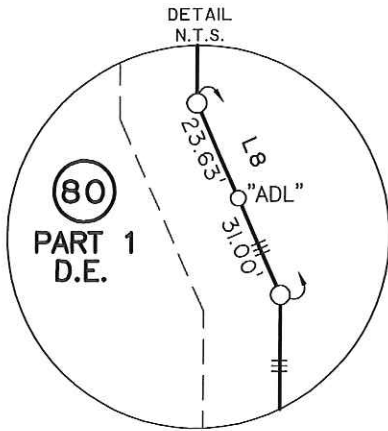
STATE OF TEXAS  
3.8806 ACRES  
VOL. 673, PG. 207  
D.R.W.C.T.

EXISTING ROW LINE

F.M. 3349 (100' R.O.W. WIDTH)

OSTENSIBLE SURVEY LINE

05/06/2021



HUTTO ECONOMIC  
DEVELOPMENT CORPORATION  
TYPE B  
89.57 ACRES  
DOC. 2018034308  
O.P.R.W.C.T.

80  
PART 1  
D.E.  
2.864 AC.  
125,622 SQ. FT.

J. J. STUBBLEFIELD SURVEY  
ABSTRACT No. 562

HUTTO ECONOMIC  
DEVELOPMENT  
CORPORATION  
TYPE B  
35.00 ACRES  
DOC. 2018035181  
O.P.R.W.C.T.

LINE TABLE		
L1	S82°46'49"E	146.94'
L2	N82°46'49"W	75.00'
L3	N16°05'12"W	54.63'
L4	N02°33'55"W	60.08'
L5	S83°13'20"E	76.01'
L6	S83°13'20"E	218.43'
L7	S02°33'55"E	47.74'
L8	S16°05'12"E	54.63'

(S82°46'31"E 1,722.03')  
N82°46'49"W 1,721.77'  
1,499.83'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	7°39'52"	2,470.00'	330.41'	330.16'	S01°16'01"W
C2	7°38'40"	2,395.00'	319.54'	319.30'	N01°15'25"E

**INLAND U  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTIES OF  
**HUTTO ECONOMIC DEVELOPMENT CORPORATION  
TYPE B**

SCALE  
1" = 200'

COUNTY  
WILLIAMSON

PROJECT  
F.M. 3349

**PARCEL 80  
PART 1  
D.E.**

PAGE 3 OF 4



# PLAT TO ACCOMPANY DESCRIPTION

## LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS
△	CALCULATED POINT		WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	D.R.W.C.T.	DEED RECORDS
—	LINE BREAK		WILLIAMSON COUNTY, TEXAS
—	DENOTES COMMON OWNERSHIP	O.R.W.C.T.	OFFICIAL RECORDS
			WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
			WILLIAMSON COUNTY, TEXAS
		—     —	ACCESS DENIAL LINE

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE FILE NO. 200075820, ISSUED BY STEWART TITLE GUARANTY COMPANY, EFFECTIVE DATE APRIL 29, 2020, ISSUE DATE MAY 11, 2020.

- 10b. TEXAS POWER & LIGHT COMPANY EASEMENT VOLUME 288, PG. 35 - FROM ITS DESCRIPTION, CANNOT BE LOCATED.
- c. JONAH WATER SUPPLY CORP. EASEMENT VOLUME 599, PG. 611 - FROM ITS DESCRIPTION, CANNOT BE LOCATED.
- d. JONAH WATER SUPPLY CORP. EASEMENT VOLUME 1447, PG. 200 - FROM ITS DESCRIPTION, CANNOT BE LOCATED.
- f. TEXAS POWER & LIGHT COMPANY EASEMENT VOLUME 448, PG. 561 - TRACT I DOES NOT AFFECT AS SHOWN.
- h. ORDINANCE: DOCUMENT NO. 2019095043 - TRACT I & II AFFECTS & SUBJECT TO.

I) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* 11 MAY 2021

M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



05/06/2021

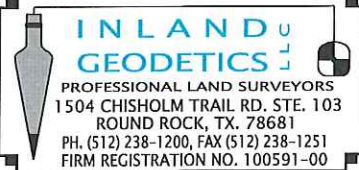
 <p>INLAND U GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00</p>	<p>PARCEL PLAT SHOWING PROPERTIES OF <b>HUTTO ECONOMIC DEVELOPMENT CORPORATION</b> <b>TYPE B</b></p>		<p><b>PARCEL 80</b> <b>PART 1</b> <b>D.E.</b></p>
	<p>SCALE 1" = 200'</p>	<p>COUNTY WILLIAMSON</p>	<p>PROJECT F.M. 3349</p>
			<p>PAGE 4 OF 4</p>

EXHIBIT **C**  
**PROPERTY DESCRIPTION FOR PARCEL 79-D.E.**

DESCRIPTION OF A 1.525 ACRE (66,437 SQUARE FOOT), DRAINAGE EASEMENT SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 AND THE THOMAS B. LEE SURVEY ABSTRACT NO. 740, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 35.00 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B RECORDED IN DOCUMENT NO. 2018035181 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.525 ACRE (66,437 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,173,533.03, E=3,193,054.20 TxSPC Zone 4203) set in the proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the northerly boundary line of said 35.00 acre tract, same being in the southerly boundary line of that called 89.57 acre tract of land described in Special Warranty Deed to said Hutto Economic Development Corporation Type B recorded in Document No. 2018034308 of the Official Public Records of Williamson County, Texas, being the beginning of an Access Denial Line, also being the northeasterly corner of a proposed 20 foot wide waterline easement, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found in the existing westerly ROW line of F.M. 3349 (100' ROW width), being the southeasterly corner of said 89.57 acre tract and the northeasterly corner of said 35.00 acre tract bears S 82°46'49" E, at a distance of 146.94 feet;

- 1) **THENCE**, departing said 89.57 acre tract, with said proposed westerly ROW line and said Access Denial Line, same being the easterly line of said proposed waterline easement, through the interior of said 35.00 acre tract, **S 07°39'47" W**, passing at a distance of 428.86 feet an iron rod with aluminum cap stamped "ADL" set for the end of said Access Denial Line and continuing for a total distance of **885.86** feet to an iron rod with aluminum cap stamped "ROW 4933" set, being in the southerly boundary line of said 35.00 acre tract, same being the northerly boundary line of that called 224.42 acre tract of land described in Special Warranty Deed to said Hutto Economic Development Corporation Type B recorded in Document No. 2018036400 of the Official Public Records of Williamson County, Texas, also being the southeasterly corner of said proposed waterline easement, for the southeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "SAM INC" found in said existing westerly ROW line, being the southeasterly corner of said 35.00 acre tract, same being the northeasterly corner of said 224.42 acre tract bears with the common line of said 35.00 acre tract, and said 224.42 acre tract, **S 82°45'13" E**, at a distance of 142.95 feet, pass a 1 1/2" O.D. pipe found, and continuing for a total distance of 148.05 feet;
- 2) **THENCE**, departing said proposed westerly ROW line, with said common boundary line, **N 82°45'13" W**, at a distance of 20.00 feet, pass the southwest corner of said proposed waterline easement, and continuing for a total distance of **75.00** feet to the calculated southwest corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southwest corner of said 35.00 acre tract, in the northerly boundary line of said 224.42 acre tract bears **N 82°45'13" W**, for a distance of 1,498.26 feet;



County: Williamson  
Parcel: 79-D.E.  
Project: FM 3349

Rev. May 4, 2021  
Page 2 of 4

- 3) **THENCE**, departing said 224.42 acre tract, with the westerly line of the herein described parcel, through the interior of said 35.00 acre tract, **N 07°39'47" E**, for a distance of **885.83** feet to a calculated point in said northerly boundary of the 35.00 acre tract, same being said southerly boundary line of the 89.57 acre tract, for the northwesterly corner of the herein described parcel, and from which, the northwesterly corner of said 35.00 acre tract, being the southwesterly corner of said 89.57 acre tracts bears **N 82°46'49" W**, at a distance of 1,499.83 feet;
- 4) **THENCE**, with said common boundary line, **S 82°46'49" E**, for a distance of **75.00** feet to the **POINT OF BEGINNING**, containing 1.525 acre, (66,437 square feet) of land, more or less.

**Control of Access Clause:**

Access will be prohibited across the 428.86 foot 'Access Denial Line' to the highway facility from the remainder of the property lying adjacent to FM 3349.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
M Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

*5 MAY 2021*  
Date



# PLAT TO ACCOMPANY DESCRIPTION

REV: 05/04/2021

HUTTO ECONOMIC DEVELOPMENT CORPORATION  
TYPE B  
89.57 ACRES  
DOC. 2018034308  
O.P.R.W.C.T.

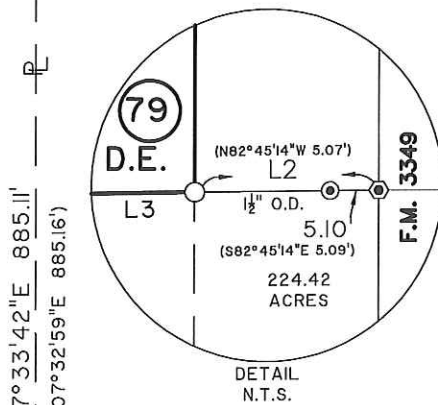
J. J. STUBBLEFIELD SURVEY  
ABSTRACT No. 562

GRID  
COORDINATES:  
N=10,173,533.03  
E=3,193,054.20

P.O.B.

(N82°46'31"W 1,722.03')  
N82°46'49"W 1,721.77'  
1,499.83'  
(S82°46'31"E 1,722.03')

OSTENSIBLE SURVEY LINE



79  
D.E.  
1.525 AC.  
66,437 SQ. FT.

HUTTO ECONOMIC  
DEVELOPMENT CORPORATION  
TYPE B  
35.00 ACRES  
DOC. No. 2018035181  
O.P.R.W.C.T.

PROPOSED 20'  
WIDE WATER LINE  
EASEMENT

(N82°45'14"W 1,721.32')  
N82°45'13"W 1,721.31'  
1,498.26'

## LINE TABLE

LINE	BEARING	DISTANCE
L1	S82°46'49"E	146.94'
L2	S82°45'13"E	148.05'
L3	N82°45'13"W	75.00'
L4	S82°46'49"E	75.00'

THOMAS B. LEE SURVEY  
ABSTRACT No. 740

HUTTO ECONOMIC DEVELOPMENT CORPORATION  
TYPE B  
224.42 ACRES  
DOC. No. 2018036400  
O.P.R.W.C.T.

STATE OF TEXAS  
3.8806 ACRES  
VOL. 673, PG. 207  
D.R.W.C.T.

STATE OF TEXAS  
3.9420 ACRES  
VOL. 673, PG. 210  
D.R.W.C.T.

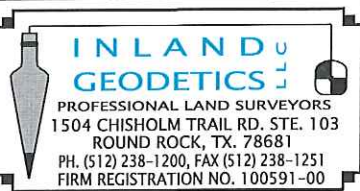
F.M. 3349  
(100' R.O.W. WIDTH)

TEXAS POWER &  
LIGHT COMPANY  
UNDETERMINED WIDTH ROW  
VOL. 448, PG. 561  
D.R.W.C.T.

SEE  
DETAIL

EXISTING ROW LINE

EXISTING ROW LINE



PARCEL PLAT SHOWING PROPERTIES OF  
HUTTO ECONOMIC DEVELOPMENT CORPORATION  
TYPE B

SCALE  
1" = 200'

COUNTY  
WILLIAMSON

PROJECT  
F.M. 3349

PARCEL 79  
D.E.

PAGE 3 OF 4



## LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
— / —	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
—     —	DENOTES COMMON OWNERSHIP		ACCESS DENIAL LINE

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE FILE NO. 200075818, ISSUED BY STEWART TITLE GUARANTY COMPANY, EFFECTIVE DATE APRIL 27, 2020, ISSUE DATE MAY 07, 2020.

- 10c. TEXAS POWER & LIGHT COMPANY EASEMENT VOLUME 288, PG. 35 — FROM ITS DESCRIPTION, CANNOT BE LOCATED.
- d. TEXAS POWER & LIGHT COMPANY EASEMENT VOLUME 448, PG. 561 — DOES NOT AFFECT, AS SHOWN.
- e. JONAH WATER SUPPLY CORP. EASEMENT VOLUME 599, PG. 611 — FROM ITS DESCRIPTION, CANNOT BE LOCATED.
- g. ORDINANCE: DOCUMENT NO. 2019095043 — AFFECTS & SUBJECT TO.

I) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* 5 MAY 2021

M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



PARCEL PLAT SHOWING PROPERTIES OF  
HUTTO ECONOMIC DEVELOPMENT CORPORATION  
TYPE B

SCALE  
1" = 200'

COUNTY  
WILLIAMSON

PROJECT  
F.M. 3349

PARCEL 79  
D.E.

PAGE 4 OF 4



**Commissioners Court - Regular Session**

**56.**

**Meeting Date:** 06/22/2021

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 and potential acquisition.

## Background

---

### Fiscal Impact

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

### Attachments

*No file(s) attached.*

---

### Form Review

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 09:13 AM

Started On: 06/17/2021 08:38 AM

**Commissioners Court - Regular Session****57.****Meeting Date:** 06/22/2021

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
---------	----------	-------------	--------

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/17/2021

**Reviewed By**

Andrea Schiele

**Date**

06/17/2021 09:13 AM

Started On: 06/17/2021 08:39 AM