NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
July 27, 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 – 22)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005700	Vehicles > $5,000	$532.40
To	0100.0509.003102	Safety Supplies	$532.40

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0553-004350	Printed Materials & Binding	1100.00
From	0100-0553-003004	Ammunition	3500.00
To	0100-0553-003008	Law Enforcement Equipment	4600.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Equipment > $5,000	$1,859.84

To	0100.0509.004100	Professional Services	$900.00
To	0100.0509.003005	Office Furniture	$959.84

6. 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	0100-0499-004212	Postage	$2,000.00
TO	0100-0499-004231	Travel	$2,000.00

7. Discuss, consider and take appropriate action to correct a typographical error in the account number for Item No. 36 of the Williamson County Commissioners Court May 4, 2021 session so that it properly reflects the account number as being 01.0100.0440.002020 rather than the incorrect account number of 01.0100.0440.002030 that was set forth in said item.

8. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including Seven (7) Chevy Tahoes, Two (2) Chevy 1500s, Three (3) Ford F150s and One (1) Dodge Charger, pursuant to Tx. Local Gov’t Code 263.152.

9. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One (1) 2012 Work N Tow Cargo Enclosed Trailer, pursuant to Tx. Local Gov’t Code 263.152.

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

11. Discuss, consider, and take appropriate action on a one-year training subscription agreement and county addendum with Medmastery GmbH and Williamson County for Ultrasound Training for EMS Staff in the amount of $7,800.00 and authorizing the execution of the agreement.

12. Discuss, consider and take appropriate action on approving a services contract between Williamson County and NewRuf, LLC for roof repair services to support the operations of Williamson County Wireless Communications, in the not-to-exceed amount of $6,763.27, and authorizing execution of the contract.

13. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Benefits Broker Consultant under RFP T4960.

14. Discuss, consider and take appropriate action on approving the services contract between Williamson County and Brycomm, LLC to provide fiber cabling in the amount of $12,128.12 per the terms of DIR cooperative contract # DIR-TSO-3698 and authorizing execution of the agreement.

15. Discuss, consider and take appropriate action on approving the quotation between Axon Enterprises and Williamson County for the purchase of taser cartridges in the amount of $6,400.00, pursuant to TX Smart Buy Contract number 680-A1, and authorizing execution of this signed agreement.

16. Discuss, consider and take appropriate action on allocating to Hendrix Consulting Engineers a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the Williamson County Precinct 1, which resulted in reduced energy consumption [Per IRC §179D(d)(4)].

17. Discuss, consider and take appropriate action on allocating to Hendrix Consulting Engineers a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the Williamson County Expo Pavilion project, which resulted in reduced energy consumption [Per IRC §179D(d)(4)].

18. Discuss, consider, and take appropriate action on approving the Professional Service Agreement (PSA) with Engineered Exteriors, LLC for the Justice of the Peace Precinct 4 (JP4) Hutto Building Façade Assessment in the amount of $6,900.00 and authorizing the execution of the agreement.

19. Discuss, consider and take appropriate action on a mutual Agreement to Terminate First Amended and Restated Agreement for Architectural and Engineering Services for Small Project Architectural Services between Williamson County and Steinbomer & Associates, Architect, Inc.

20. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 2A Section 1 subdivision – Precinct 3.

21. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 2A Section 2 subdivision – Precinct 3.

22. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 2A Section 3 subdivision – Precinct 3.

REGULAR AGENDA

23. Discuss and take appropriate action on the Community Development Block Grant FY21 Annual Action Plan.

24. Hear presentation, discuss, and take action on approving FY22 compensation changes, including 2022 TCDRS changes, for employees, elected officials, and retirees.

25. Discuss, consider and take appropriate action on authorizing written notice to each elected official of his/her salary and other compensation to be included in the 2021-2022 budget.

26. Consider authorizing advertising and setting a date for the public hearing on the 2021-2022 county budget for Tuesday, August 31st, 2021, at 10:00 AM.

27. 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.

28. 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.

29. Discuss, consider and take appropriate action regarding the request of the Tax Assessor/Collector's office to pay non-exempt staff for overtime in lieu of giving compensatory time. The total amount shall not exceed $50,000 for work performed in association with processing registrations and title transactions in the statutorily mandated deadline.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-001100	Full time Salaries	$50,000.00
To	0100-0499-001110	Overtime	$50,000.00

30. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	$7,500.00

31. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,136.95
	0100.0440.002010	FICA	$469.50
	0100.0440.002020	Retirement	$893.55

32. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstance to approve a budget amendment to acknowledge additional revenues for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$7,180.56

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.004541	Vehicle Maintenance	$7,180.56

34. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for EMS Medical Supplies under IFB #T4875.

35. Discuss, consider, and take appropriate action on accepting subgrant award money from the University of Texas-Austin for Juvenile Services.

36. Discuss, consider and take appropriate action on approving an agreement between Williamson County and Falkenberg Construction Co., Inc. to provide Exterior Waterproofing Services for the Justice Center between in the amount of $167,786.09 per the terms of Buy Board contract # 581-19.

37. Discuss, consider, and take appropriate action on approving Amendment No. 1 to the Professional Service Agreement (PSA) for Expo Center Various Improvements Park Bond A with Parkhill Smith and Cooper, Inc. dba Schrickel Rollings in the amount of $708,737.00 and authorizing the execution of the amendment.

38. Receive updates on the Department of Infrastructure projects and issues.

39. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Limestone Rock Asphalt under IFB #T4953.

40. Discuss, consider and take appropriate action on updates to career ladders for Fleet and OSSF.

41. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $3,900.00 for T2232 Hairy Man Brushy Creek (DeNucci Constructors), Road Bond Project in Commissioner Pct. 1. P:284 Funding Source: Road Bond

42. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Pollution Prevention Plan associated with the Construction Activity under Construction General Permit (TXR150000) for Great Oaks Drive Improvements at Brushy Creek, a Road Bond program in Commissioner Pct. 1. P: 270 Funding Source: Road Bond.

43. Discuss, consider and take appropriate action on setting the date of August 31, 2021 at 10:00 AM to consider and take action on proposed amendments to the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code and authorize publishing notice of same in the Williamson County Sun.

44. Discuss, consider and take appropriate action on a Development Agreement with River Oaks Land Partners II, LLC.

45. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.049 acres) required for the construction of Sam Bass Rd., and take appropriate action. (The Round Rock Presbyterian Church of Round Rock, Texas, a Texas Non-Profit Corporation)

46. Discuss, consider and take appropriate action on a Rule 11 Settlement Agreement with C.L. Thomas Holdings, LLC for right of way acquired on the SH 29 @ DB Wood project (Parcel 2). Funding Source: Road Bonds P237

47. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Design and Installation of Temporary Traffic Signal with Liberty Hill ISD.

48. Discuss, consider and take appropriate action on a Real Estate Contract with FM 3349 Holdings, LLC for right of way needed on the SE Loop project (Parcel 64P1, 64P2, 64P1-WE, 64P2-WE, 64P1-GE and 64P2- GE). Funding Source: Road Bond P463

49. Discuss, consider and take appropriate action on a Real Estate Contract with 3349 Land Group, LLC for right of way needed on the SE Loop project (Parcel 66). Funding Source: Road Bonds P463

50. Discuss, consider and take appropriate action on a Real Estate Contract with Morris Wayne Krueger and Michael Ray Krueger for right of way needed on the SE Loop project (Parcel 67 and 67-WE). Funding Source: Road Bonds P463

51. Discuss, consider and take appropriate action on a Real Estate Contract with Michael Ray Krueger for right of way needed on the SE Loop project (Parcel 71 and 71-WE). Funding Source: Road Bonds P463

52. Discuss, consider and take appropriate action on a Real Estate Contract with Larry John Matl for right of way needed on the SE Loop project (Parcel 74). Funding Source: Road Bonds P463

53. Discuss, consider and take appropriate action on a Real Estate Contract with Jason Hatfield and Kasey Hatfield for right of way needed on the Sam Bass Rd. project (Parcel 52). Funding Source: Road Bonds P462

54. Discuss, consider and take appropriate action on 2 tenant move claims and 2 tenant rental supplement claims for payment with Renee Cornelius and Michelle Cornelius for right of way acquired on the SE Loop project (Parcel 81). Funding Source: Road 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)."

55. 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 Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of drainage easement in relation to County Road 176
v) Discuss acquisition of right of way for Corridor E.

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.

56. 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
g) Project Red Hot Chili Pepper
h) Project Nirvana

57. 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) Claim of Regina Wright.
i) 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.
j) 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.
k) 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.
l) 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.
m) 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.
n) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
o) 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.
p) 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.
q) Shamona Harris - EEOC Charge #451-2021-00812.
r) 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.
s) Notice of Charge of Discrimination - Bhavani Madisetti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
t) 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.
u) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
v) 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.
w) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
x) 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.
y) 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.
z) Kelli Bomer - EEOC Charge #451-2021-00920.
aa) Gary Haston - EEOC Charge #451-2021-01145.
bb) 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.
cc) 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.
dd) Legal claims of Donald L. Foiles, Jr.
ee) Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
ff) Jacqueline Robinson - EEOC Charge # 451-2021-01742.

58. 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).

59. 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)

60. Discuss and take appropriate action concerning economic development.

61. Discuss and take appropriate action concerning real estate.

62. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a) 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) Claim of Regina Wright.
i) 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.
j) 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.
k) 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.
l) 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.
m) 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.
n) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
o) 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.
p) 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.
q) Shamona Harris - EEOC Charge #451-2021-00812.
r) 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.
s) Notice of Charge of Discrimination - Bhavani Madisetti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
t) 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.
u) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
v) 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.
w) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
x) 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.
y) 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.
z) Kelli Bomer - EEOC Charge #451-2021-00920.
aa) Gary Haston - EEOC Charge #451-2021-01145.
bb) 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.
cc) 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.

dd) Legal claims of Donald L. Foiles, Jr.
ee) Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
ff) Jacqueline Robinson - EEOC Charge # 451-2021-01742.

63. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

64. Comments from Commissioners.

65. 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 23rd day of July 2021 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 07/27/2021

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for Safety Supplies.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005700	Vehicles > $5,000	$532.40
To	0100.0509.003102	Safety Supplies	$532.40

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/21/2021 10:32 AM
Budget Office	Ashlie Holladay	07/21/2021 10:59 AM
Form Started By: Gina Wrehsnig		Started On: 07/20/2021 08:25 AM
Final Approval Date: 07/21/2021		

Commissioners Court - Regular Session **4.**

Meeting Date: 07/27/2021

Line Item Transfer for Constable Pct 3

Submitted By: Patrick Hurley, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

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

Background

Line item transfer to cover the purchase of six BolaWrap restraint devices, belt clips, and wrap cartridges. The BolaWrap device is a remote-restraint tool that allows an officer to restrict the mobility of a subject from a distance of 10 to 25 feet. The BolaWrap does not rely on pain to gain an individual's compliance. https://wrap.com/

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0553-004350	Printed Materials & Binding	1100.00
From	0100-0553-003004	Ammunition	3500.00
To	0100-0553-003008	Law Enforcement Equipment	4600.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/21/2021 10:34 AM
Budget Office	Ashlie Holladay	07/21/2021 11:00 AM
Form Started By: Patrick Hurley		Started On: 07/20/2021 10:46 AM
Final Approval Date: 07/21/2021		

Commissioners Court - Regular Session **5.**

Meeting Date: 07/27/2021

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for Professional Services and Office Furniture.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Equipment > $5,000	$1,859.84
To	0100.0509.004100	Professional Services	$900.00
To	0100.0509.003005	Office Furniture	$959.84

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/21/2021 11:27 AM
Budget Office	Ashlie Holladay	07/22/2021 08:28 AM
Form Started By: Gina Wrehsnig		Started On: 07/21/2021 11:01 AM
Final Approval Date: 07/22/2021		

Commissioners Court - Regular Session **6.**

Meeting Date: 07/27/2021

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 004212 postage in the amount of $2000 to line item 004231 Travel. This budget transfer is requested to cover any remaining daily travel for business purposes by employees for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0499-004212	Postage	$2,000.00
TO	0100-0499-004231	Travel	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 08:20 AM
Budget Office	Ashlie Holladay	07/22/2021 08:28 AM
Form Started By: Judy Kocian		Started On: 07/22/2021 07:43 AM
Final Approval Date: 07/22/2021		

Commissioners Court - Regular Session **7.**

Meeting Date: 07/27/2021

DA 5.4.21 BA Correction

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to correct a typographical error in the account number for Item No. 36 of the Williamson County Commissioners Court May 4, 2021 session so that it properly reflects the account number as being 01.0100.0440.002020 rather than the incorrect account number of 01.0100.0440.002030 that was set forth in said item.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/21/2021 10:39 AM
Form Started By: Melanie Denny		Started On: 07/16/2021 01:06 PM
Final Approval Date: 07/21/2021		

Commissioners Court - Regular Session **8.**

Meeting Date: 07/27/2021

V/E Assets for Auction 7.27.21

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 vehicles(s) and equipment assets through Auction including Seven (7) Chevy Tahoes, Two (2) Chevy 1500s, Three (3) Ford F150s and One (1) Dodge Charger, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached listing for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Auction 7.27.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/21/2021 10:24 AM
County Judge Exec Asst.	Becky Pruitt	07/21/2021 10:55 AM
Form Started By: Mary Watson		Started On: 07/20/2021 11:31 AM
Final Approval Date: 07/21/2021		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	509 - Building Maintenance
County VIN/Serial Number	1FTRX12WX7FB00351
Equipment/Door Number	BB0778
License Plate	1183356
Year	2007
Make	FORD
Model	F150
Comments (mileage, mechanical issues, other info)	85120
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Gina Wrehsnig 6/22/2021 9:07 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 7/9/2021 12:09 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 6/25/2021 12:02 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/19/2021 3:17 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/20/2021 10:52 AM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	509 - Building Maintenance
County VIN/Serial Number	1FTRX12WX7FB00352
Equipment/Door Number	BB0779
License Plate	1183357
Year	2007
Make	FORD
Model	F150
Comments (mileage, mechanical issues, other info)	115235
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Gina Wrehsnig 6/22/2021 9:09 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 7/9/2021 12:10 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 6/25/2021 12:03 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/19/2021 3:13 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/20/2021 10:50 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GCEC19047Z588013
Equipment/Door Number	SB0716
License Plate	BY69447
Year	2007
Make	Chevrolet
Model	1500
Comments (mileage, mechanical issues, other info)	134,862 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Pat Erickson 7/14/2021 1:26 PM
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 7/16/2021 11:30 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 7/9/2021 11:01 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/15/2021 3:33 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/16/2021 1:22 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	2B3KA43G68H199201
Equipment/Door Number	SA0811
License Plate	GWZ0390
Year	2008
Make	Dodge
Model	Charger
Comments (mileage, mechanical issues, other info)	108,554 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Pat Erickson 6/16/2021 11:44 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 7/9/2021 11:07 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 6/16/2021 12:23 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/19/2021 3:25 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/20/2021 11:02 AM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	560 - Sheriffs Office
County VIN/Serial Number	1GCRCPEAXDZ281413
Equipment/Door Number	SB1314
License Plate	BVX1207
Year	2013
Make	Chevrolet
Model	1500
Comments (mileage, mechanical issues, other info)	148,271 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Pat Erickson 7/14/2021 1:25 PM
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 7/16/2021 11:24 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 7/9/2021 11:00 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/15/2021 3:31 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/16/2021 1:25 PM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	560 - Sheriffs Office
County VIN/Serial Number	1FTFX1CF5DFB23825
Equipment/Door Number	SB1312
License Plate	BNK0514
Year	2013
Make	FORD
Model	F150
Comments (mileage, mechanical issues, other info)	144,645 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Pat Erickson 6/16/2021 11:45 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 7/9/2021 11:10 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 6/16/2021 12:21 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/19/2021 3:20 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/20/2021 10:55 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E01ER212201
Equipment/Door Number	SB1442
License Plate	1183411
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	97,626 mi. and needs A/C repairs
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Pat Erickson 6/16/2021 11:41 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 7/9/2021 10:41 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 6/16/2021 12:28 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/20/2021 8:11 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/20/2021 11:13 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E09ER214410
Equipment/Door Number	SB1447
License Plate	DMT1595
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	103,770 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Pat Erickson 6/16/2021 11:43 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 7/9/2021 10:44 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 6/16/2021 12:24 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/19/2021 3:40 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/20/2021 11:04 AM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2EC4FR623569
Equipment/Door Number	SB1576
License Plate	FZW0138
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	113,343 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Pat Erickson 6/16/2021 11:42 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 7/9/2021 10:42 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 6/16/2021 12:36 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/19/2021 3:42 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/20/2021 11:06 AM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2EC4FR627041
Equipment/Door Number	SB1577
License Plate	FZW0139
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	111,521 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Pat Erickson 6/16/2021 11:37 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 7/9/2021 10:38 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 6/16/2021 11:34 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/20/2021 8:07 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/20/2021 11:08 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC3GR303818
Equipment/Door Number	SB1646
License Plate	1309542
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	100,772 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Pat Erickson 6/16/2021 11:37 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 7/9/2021 10:39 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 6/16/2021 12:37 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/20/2021 8:09 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/20/2021 11:11 AM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC6GR306602
Equipment/Door Number	SB1648
License Plate	1309546
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	110,551 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Pat Erickson 6/16/2021 11:45 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 7/9/2021 11:08 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 6/16/2021 12:22 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/19/2021 3:23 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/20/2021 10:57 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC9HR225997
Equipment/Door Number	SB1730
License Plate	1336534
Year	2017
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	101,460 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Pat Erickson 7/14/2021 1:24 PM
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 7/16/2021 11:27 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 7/9/2021 10:58 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/15/2021 3:28 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/16/2021 1:27 PM

Commissioners Court - Regular Session **9.**

Meeting Date: 07/27/2021

V/E Assets for Transfer 7.27.21

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 vehicles(s) and equipment assets through Transfer including One (1) 2012 Work N Tow Cargo Enclosed Trailer, 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 Transfer 7.27.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/21/2021 10:24 AM
County Judge Exec Asst.	Becky Pruitt	07/21/2021 10:55 AM
Form Started By: Mary Watson		Started On: 07/20/2021 12:09 PM
Final Approval Date: 07/21/2021		

Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	5NHUWT729CY014782
Equipment/Door Number	ZF1202
License Plate	9048263
Year	2012
Make	Work N Tow
Model	TXWEWT817TA3 Enclosed Cargo Trailer
Comments (mileage, mechanical issues, other info)	Transfer from Auction to Building Maintenance
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Kevin Teller 7/1/2021 3:29 PM
Receiving Department	509 - Building Maintenance
Receiving Department Signature2	✔ Jeffrey Hancock 7/9/2021 5:20 PM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to Facilities
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/16/2021 10:25 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 7/2/2021 8:47 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/8/2021 10:28 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/16/2021 10:41 AM

Commissioners Court - Regular Session **10.**

Meeting Date: 07/27/2021

Justice of the Peace 4 June 2021 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM JUNE 2021

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 11:26 AM
Form Started By: Veronica Bolander		Started On: 07/22/2021 11:19 AM
Final Approval Date: 07/22/2021		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Signed on this the 22nd day of July, 2021.

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: **06/01/2021 - 06/30/2021** Case Categories: **All**
Locations: **JP4**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**22,508.57**	**22,508.57**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**22,508.57**	**22,508.57**
Tender Method Summary			
Tender Types	Cash	154.00	154.00
	Cashier's Check	1,018.00	1,018.00
	Certified Payments Credit Card	8,801.57	8,801.57
	Check	1,132.00	1,132.00
	E-File Credit Card	9,914.00	9,914.00
	Money Order	1,489.00	1,489.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

Transaction Date: **06/01/2021 - 06/30/2021** Case Categories: **All**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	67.17
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-4-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	18.20
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	4,238.86
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	4,580.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	4.85
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	3,956.79
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	2.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	720.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	732.24
	0100 - General Fund Total:	**14,320.11**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	1.45
	0361 - JP Security Fund Total:	**1.45**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	0.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	1.82
	0369 - JP-4 Truancy Program Fund Total:	**1.82**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	1.46
	0372 - Justice Court Technology Fund Total:	**1.46**

Payment Report - G/L and Fund Summary

Transaction Date: **06/01/2021 - 06/30/2021** Case Categories: **All**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,440.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	14.56
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	3,242.86
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	1.46
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	2.18
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	127.79
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,185.59
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	0.74
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-4-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	864.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	4.55
	0399 - State Agency Fund Total:	**7,883.73**
JP BOND		
01-0100-0000-207008 - JP4 Bond Liability Account	L-004-4-01-02-00002: JP4 Registry Bond Account Liability	300.00
	JP BOND Total:	**300.00**
	Fee Totals for All Funds:	**22,508.57**

Payment Report - Fee Code Summary

Transaction Date: **06/01/2021 - 06/30/2021** Case Categories: **All**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	127.79	27	0.00	0	0.00	0	127.79	27
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	123.73	25	0.00	0	0.00	0	123.73	25
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	3,242.86	54	0.00	0	0.00	0	3,242.86	54
2020CDF	Compliance Dismissal Fine	80.00	8	0.00	0	0.00	0	80.00	8
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	220.00	22	0.00	0	0.00	0	220.00	22
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	732.24	54	0.00	0	0.00	0	732.24	54
2020LTF	Local Traffic Fine (TC 542.403)	131.13	46	0.00	0	0.00	0	131.13	46
2020STF	State Traffic Fine (TC 542.4031)	2,185.59	46	0.00	0	0.00	0	2,185.59	46
2020TPF	Time Payment Fee CCP 102.030	3.94	1	0.00	0	0.00	0	3.94	1
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	300.00	1	0.00	0	0.00	0	300.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	14.56	1	0.00	0	0.00	0	14.56	1
CCOP	Civil Copies	20.00	7	0.00	0	0.00	0	20.00	7
CERT	Certified Copy	4.00	2	0.00	0	0.00	0	4.00	2
CFINE	County Fine	3,956.79	34	0.00	0	0.00	0	3,956.79	34
CHS	Courthouse Security Fee (CCP 102.017)	1.09	1	0.00	0	0.00	0	1.09	1
CHSJC	JP Security Fee (CCP 102.017)	0.36	1	0.00	0	0.00	0	0.36	1
CJS	Criminal Judicial Support Fee (LGC 103.105)	2.18	1	0.00	0	0.00	0	2.18	1
COLLFEE	Collection Agency Fee	67.17	1	0.00	0	0.00	0	67.17	1
CONT4	Constable Service Fee Pct #4	3,080.00	33	0.00	0	0.00	0	3,080.00	33
EFF	Electronic Filing Fee	1,440.00	145	0.00	0	0.00	0	1,440.00	145
IDF	Indigent Defense Fee (LGC 133.107)	0.74	1	0.00	0	0.00	0	0.74	1
ISF	Indigent Legal Services Fee	864.00	145	0.00	0	0.00	0	864.00	145
JCF	Civil Filing Fee	3,600.00	145	0.00	0	0.00	0	3,600.00	145
JCTF	Judicial/Court Training Fee Due to State	720.00	145	0.00	0	0.00	0	720.00	145
JCTF	Justice Court Technology Fee (CCP 102.0173)	1.46	1	0.00	0	0.00	0	1.46	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	1.46	1	0.00	0	0.00	0	1.46	1
JTP	Juvenile Truancy Program (CCP 102.0174)	1.82	1	0.00	0	0.00	0	1.82	1
LT10	Overpayments < $10	2.00	1	0.00	0	0.00	0	2.00	1
TCC	Truancy Court Cost (HB2398)	0.00	1	0.00	0	0.00	0	0.00	1

Payment Report - Fee Code Summary

Transaction Date: **06/01/2021 - 06/30/2021** Case Categories: **All**
Locations: **JP4**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
TPC	Time Payment Fee - County	0.91	1	0.00	0	0.00	0	0.91	1
TPS	Time Payment Fee - State	4.55	1	0.00	0	0.00	0	4.55	1
WCSO	Williamson County Sheriff	18.20	1	0.00	0	0.00	0	18.20	1
WEXEC	Writ of Execution	25.00	5	0.00	0	0.00	0	25.00	5
WPOSS	Writ of Possession	30.00	6	0.00	0	0.00	0	30.00	6
WSF4	JP4 - Writ Service Fee	1,500.00	10	0.00	0	0.00	0	1,500.00	10
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		22,508.57	976	0.00	0	0.00	0	22,508.57	976

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 06/01/2021-06/30/2021

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$732.24	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$256.28		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$261.51		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$209.21		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$5.24		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$732.24	$732.24			100.000000%
Collected	$732.24				

Commissioners Court - Regular Session **11.**

Meeting Date: 07/27/2021

Consider authorizing Medmastery GmbH Subscription Agreement and County Addendum

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a one-year training subscription agreement and county addendum with Medmastery GmbH and Williamson County for Ultrasound Training for EMS Staff in the amount of $7,800.00 and authorizing the execution of the agreement.

Background

This is to provide training on ultrasounds for select EMS staff. Due to the specificity of the training and the subscriptions being proprietary in nature, an exemption to the three-quote purchasing policy is requested utilizing Tx. Gov Code 262.024 Discretionary Exemptions (a) (4) a personal or professional service. The amount for the 1-year agreement is $7,800.00. The point of contact is Mike Knipstein. Funding source: 0100-0540-004232.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/22/2021 09:55 AM
County Judge Exec Asst.	Becky Pruitt	07/22/2021 10:05 AM
Form Started By: Johnny Grimaldo		Started On: 07/21/2021 11:38 AM
Final Approval Date: 07/22/2021		

Medmastery GmbH
Dr.-Petter-Straße 20, 5020 Salzburg, Austria
FN: 413638t
USt-ID: ATU68595013
Sitz der Gesellschaft: Salzburg, Austria

Tel: +43 681 814 018 73
Web: https://www.medmastery.com
Mail: office@medmastery.com
Geschäftsführer: Dr. Franz Wiesbauer

Medmastery Subscription Agreement

COVER SHEET

This **Medmastery Subscription Agreement** (hereinafter "Agreement") is entered into this

01 day of July 2021 by and between Williamson County, Texas ("Customer"),

and Medmastery GmbH, Dr.-Petter-Straße 20, 5020 Salzburg, Austria ("Medmastery"), (each a "Party" and collectively "Parties").

1. General Provisions

Medmastery provides online training solutions by way of the Medmastery.com website. Customer desires to enter into a subscription agreement with Medmastery for the Services identified in the Order Form(s) upon the terms and conditions of this Subscription Agreement.

2. FORMAT

This Subscription Agreement comprises:

- This Cover Sheet **(to be SIGNED by the Parties)**
- Medmastery.com General Terms and Conditions
- Exhibit A - Medmastery Order Form(s) **(to be SIGNED by Parties)**
- Medmastery Privacy Policy at https://www.medmastery.com/privacy-policy

By signing below, Customer and Medmastery each confirm that they read and understood the provisions set out in the Medmastery Subscription Agreement, and that they agree to said provisions.

Medmastery:		**Customer:**	
by		by	
Name:	Christoph Schreinlechner	Name:	Matt Biasatti
Title:	CFOO	Title:	Captain, Clinical Practice
Date:	July 1, 2021	Date:	

Medmastery GmbH
Dr.-Petter-Straße 20, 5020 Salzburg, Austria
FN: 413638t
USt-ID: ATU68595013
Sitz der Gesellschaft: Salzburg, Austria

Tel: +43 681 814 018 73
Web: https://www.medmastery.com
Mail: office@medmastery.com
Geschäftsführer: Dr. Franz Wiesbauer

Medmastery GmbH General Terms and Conditions "Enterprise"

1. Definitions

1.1 "Authorized User"
means the Customer-designated individuals who may access and use the Services in accordance with this Agreement and as may be more fully defined in the Order Form. Except as otherwise defined in the Order Form, each Authorized User must have a unique identifier comprised either of the Customer email address or a permanent and unambiguous ID for such Authorized User. The Authorized User identifier may not be of a generic nature (e.g. john.doe@company.com is a unique identifier; whereas support@company.com, user1@university.edu, trainer@company.org, etc., are examples of generic user identifiers.)

1.2 "Customer"
means the contracting entity identified in the opening paragraph of this Agreement and its designated Authorized Users.

1.3 "Designated Access"
means the authentication method as stated in the Order Form.

1.4 "Effective Date"
means the lattermost date reflected in the Agreement signature block.

1.5 "Indemnifiable Claim"
means any claim, suit or proceeding brought against a Customer based on an allegation that the Services, or any part thereof, as used by Customer in accordance with this Agreement, infringes upon any patent, copyright, trademark or violates any trade secret rights of any third-party.

1.6 "Group Administrator"
means the administrator designated by Customer, and specified in the Order Form, who has reporting access and Authorized User management tools as determined by the Designated Access.

1.7 "Medmastery Course Library" or "MMCL"
means the subscription-based database of content in the languages defined in the Order Form that is available to Customer on the Site.

1.8 "Order Form"
means one or more documents attached to and incorporated into this Agreement which contain Customer's specific subscription information pertaining to the Services pursuant to this Agreement.

1.9 "Renewal Order Form"
means that document which may be attached to this Agreement which contains information pertaining to the renewal or extension of this Agreement. For the purposes of this Agreement, references to Order Form shall include Renewal Order Forms as well.

1.10 "Services"
means the MMCL offering specified in an Order Form as subscribed to by Customer.

1.11 "Site"
refers to the website maintained on the World Wide Web by Medmastery, available at http://www.medmastery.com and includes the Services.

1.12 "Subscription Commitment Term"
shall be the initial commitment term for the Services as set forth in the Order Form which will state the Subscription Start Date and the Subscription End Date.

1.13 "Subscription Fee"
means the agreed upon subscription fee for the Services as stated in the Order Form.

2. Subscription Rights

Medmastery hereby grants to Customer a limited-time, world-wide subscription and right to use the Services in accordance with this Agreement. Customer hereby acknowledges and agrees that it may only access the Services through the Designated Access identified in the Order Form, and only to the extent defined there. Only Authorized Users may use the Services. If Customer's subscription under an Order Form terminates, Customer's Authorized Users shall no longer have access to the Services under such Order Form. Customer has the sole discretion to

determine its Authorized Users.

3. Fees and Payment, Taxes

The Customer shall pay the Subscription Fees stated in the Order Form in accordance with the Authorized Users as described therein. All fees are non-refundable other than as expressly provided in Section 11 ("Term and Termination"). Fees shall be paid in USD, on or before the payment date stated in the Order Form. Customer shall be responsible for all applicable taxes (withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST) etc.) and/or duties imposed by any government entity or collecting agency based on the Services EXCEPT those taxes based on the net income of Medmastery. In the event Customer fails to satisfy its tax and/or duty obligations herein, Customer agrees to reimburse Medmastery upon demand for any taxes and/or duties paid on behalf of Customer.

4. Proprietary Rights

4.1 Medmastery shall retain all worldwide rights in the intellectual property in and on the Site, the "look and feel" of the Site, its color combinations, layout, and all other graphical elements, and the copyrights and rights of usage in and to its original content. The Site is copyrighted, trademarked, or otherwise protected, and owned or licensed by Medmastery. Except as expressly stated in or on the Site, this Agreement and/or the Order Form, nothing contained on or within the Site may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed without the prior written consent of Medmastery. Nothing in this Agreement grants Customer or any Authorized User an express or implied right to use any Medmastery intellectual property except as set forth in Section 2, above.

4.2. Medmastery may, at its sole discretion, change, modify, upgrade or discontinue any aspect or feature of the Site in whole or in part, including, without limitation, the offered content. Such changes, upgrades, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes to the Site. Notwithstanding the foregoing, in the event Medmastery modifies or discontinues any content or feature of the Site which results in reduction of functionality or degradation in the content or Site, Medmastery shall provide comparable functionality and/or content.

4.3. Medmastery reserves the right to monitor use of the Site and reserves the right to revoke or deny access to the Services to any Customer or Customer's Authorized User(s) Medmastery reasonably suspects is in violation of Section 5, "Customer's and Authorized Users Obligations and Restrictions". Access of the Services beyond that of normal patterns of use or that suggests abuse of the Services may result in revocation or denial of access to the Services at Medmastery's sole discretion following notice to Customer in accordance with Section 11.

5. Customer's and Authorized Users Obligations and Restrictions

5.1. Customer and Authorized Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the Site and Services.

5.2. Except to the extent permitted by applicable law, neither Customer, nor Authorized User may copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Site beyond the contractually agreed extent, except as may be reasonably necessary in the ordinary course of business operations for back-up, testing and archival purposes.

5.3. Neither Customer nor Authorized User shall access and/or engage in any use of the Services (i) in a manner that abuses, materially disrupts or otherwise interferes with the networks, security systems, subscriber access, MMCL and/or website(s) of Medmastery, and/or (ii) to communicate any message or material that is deemed harassing, threatening, indecent, obscene, slanderous, or otherwise unlawful.

5.4. Illegal Purposes

The Services and Site shall not be used or accessed by Customer or Authorized User for fraudulent or illegal purposes, including, but not limited to any violation of copyright laws or other applicable laws worldwide.

5.5. No Resale or Unauthorized Access

Neither Customer nor Authorized User shall market, offer to sell, sell and/or otherwise resell the Services to any third-party or provide any commercial hosting service with access to the Site. Furthermore, Authorized Users shall not permit or provide unauthorized users Access to the MMCL using any Customer authentication code, user name, password, or any other authentication method.

6. Marketing

Customer agrees that Medmastery may identify Customer as a subscriber. Medmastery may use Customer's name in its marketing materials. Medmastery may also use Customer's logo (the "Marks") in marketing materials, providing Medmastery has first obtained Customer's consent.

Upon receipt of Customer's consent, Medmastery may use the Marks only in compliance with this Agreement and shall: (i) mark its use of the Marks with the symbol "™", ®, or as appropriate; (ii) include the appropriate trademark attribution in reasonably close proximity to its first use of the Marks in any document or on a screen display; (iii) use the Marks so that each mark creates an impression which is separate and distinct from any other mark; (iv) not alter the Marks in any way, including, but not limited to, skewing, changing the color, rotating, separating logo elements or changing a typeface; (v) not use the Marks in any way that would disparage or injure Customer or its reputation; and (vi) in compliance with Customer's trademark policy, if any. Any other uses of the Marks by Medmastery not described or contemplated herein shall require Customer's additional written consent.

7. Privacy, Confidentiality and Data Protection

7.1 Privacy

Medmastery respects and pledges to protect Customer's data consistent with the Medmastery Privacy Policy, set out at https://www.medmastery.com/privacy-policy and incorporated as though fully set forth herein.

7.2 Confidentiality

"Confidential Information" means any non-public information and/or materials provided by a Party under this Agreement to the other Party and reasonably understood to be confidential. Unless expressly authorized in writing by the other Party, neither Party shall disclose to any third-party Confidential Information of the other Party, nor use such Confidential Information in any manner other than to perform its obligations under this Agreement. The foregoing restrictions do not apply to any information that (i) is publicly disclosed through no fault of the receiving Party; (ii) is already lawfully in the receiving Party's possession and not subject to a confidentiality obligation to the disclosing Party; (iii) becomes known to the receiving Party from a third-party having an apparent bona fide right to disclose the information; or (iv) is confidential information that the receiving Party is required to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided receiving Party supplies disclosing Party with timely notice of such court order or subpoena.

Either Party may, at its sole discretion, elect at any time, by written notice to the other Party, terminate that Party's further use of Confidential Information for any purpose. Upon receipt of notice such Party will promptly cease all further use of Confidential Information, return to the other Party all physical materials containing Confidential Information, whether the materials were originally provided by the disclosing Party or copied or otherwise prepared by the receiving Party, and erase or otherwise destroy any Confidential Information kept by either Party in electronic or other non-physical form.

The Parties acknowledge that the receiving Party shall not be required to return to disclosing Party or destroy those copies of Confidential Information residing on receiving Party's backup or disaster recovery systems or which must be maintained for regulatory or policy purposes. Such termination by either Party will not affect each Party's continuing obligations under this Section. Furthermore, Customer will keep in confidence all passwords and/or other access information related to the Services.

7.3 Data Protection

Customer represents and warrants to Medmastery that the Customer shall provide to Medmastery the minimum amount of personally identifiable information for each such Authorized User to enable such Authorized User to enjoy the benefit of this Agreement.

Customer also represents and warrants to Medmastery that it is entitled to transfer relevant personal data to Medmastery so that Medmastery can lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf. The Customer acknowledges that the Medmastery is reliant on the Customer for direction as to the extent to which Medmastery is entitled to use and process the personal data.

Consequently, Medmastery will not be liable for any claim brought by an Authorized User arising from any action or omission by Medmastery, to the extent that such action or omission resulted from the Customer's instructions.

8. Warranties

8.1 Warranty

Each Party hereby warrants to the other Party that it has all necessary authority to enter into and perform its obligations under this Agreement. Medmastery warrants that **(i)** any services provided hereunder will be performed in a professional manner in accordance with prevailing industry standards; **(ii)** the Services will perform substantially in accordance with any applicable Medmastery documentation under normal use and circumstances; and **(iii)** the functionality of the services will not be materially decreased during the term. If the Customer is not a consumer, his or her exclusive remedy for any breach of these warranties shall be to terminate the Agreement in accordance with Section 11 ("Term and Termination").

8.2 Medmastery Disclaimer of Warranties

Medmastery does not pre-screen links to third-party websites, materials on sites external to Medmastery and the MMCL, or third-party material posted on the Medmastery site ("External Material"). External Material may also include, but is not limited to, offline and online content in blogs, forums, social media sites/sharing features, print, and instructor references found in the MMCL to third-party links or references.

Medmastery does not assume any responsibility for any External Material, is not liable for any claims related to External Material and provides External Material solely for reference and supplemental purposes for the convenience of Customer and its Authorized Users. Medmastery does not endorse or otherwise recommend any External Material, such third-party websites, references, or the products, services, or information there offered. Medmastery reserves the right to disable any hyperlink to the Site. Medmastery makes no warranty, either expressed or implied, for the accuracy, merchantability, fitness for a particular purpose, or non-infringement of the information provided by third parties. This includes, but is not limited to, any information found on a link located on this site that allows users to access information found on another site. Additionally, Medmastery does not warrant the existence or functionality of any website which can be accessed through a link located on this Site.

If the Customer is not a consumer, Medmastery hereby disclaims any and all warranties except those expressly set out under Section 8.1.

9. Indemnification

9.1 Defense or Settlement of Claims.

Subject to Sections 9.2 and 9.3 below, Medmastery shall hold harmless, indemnify and defend Customer, and its subsidiaries and affiliates, and their respective successors, officers, directors, employees, contractors and agents, from and against any Indemnifiable Claim brought against Customer, provided Customer promptly notifies Medmastery in writing of its notification of an Indemnifiable Claim such that Medmastery is not prejudiced by any delay of such notification.

Medmastery shall pay reasonable attorney's fees, court costs, and damages finally awarded with respect to such Indemnifiable Claim and the reasonable costs associated with any settlement of any Indemnifiable Claim by Medmastery. Medmastery will have sole control over the defense and any settlement of any Indemnifiable Claim and Customer will provide reasonable assistance in the defense of same. Medmastery will reimburse Customer for reasonable expenses incurred in providing such assistance.

Medmastery shall not enter into any settlement agreement which imposes any obligation on Customer without Customer's prior written consent. Customer may participate in the defense or settlement of an Indemnifiable Claim with counsel of its own choice and at its own expense, however, Customer shall not enter into any settlement agreement or otherwise settle any such Indemnifiable Claim without Medmastery's express prior written consent or request.

9.2 Cures

Following notice of an Indemnifiable Claim, and in the event that an injunction is sought or obtained against the use of the Services subscribed to hereunder or in Medmastery's opinion is likely to be sought or obtained, Medmastery shall, at its option and expense, either (i) procure for Customer the right to continue to use the Services as contemplated herein; or (ii) replace or modify the Services to make the use non-infringing while being capable of performing the same function without degradation of performance. In the event the options set forth in subsections (i) and (ii) herein above are not reasonably available, Medmastery may at its sole discretion, upon written notice to Customer, terminate this Agreement, cancel access to the Services and refund to Customer any prepaid, but unused Subscription Fee(s), if any.

9.3. Limitation

Medmastery assumes no liability, and shall have no liability, for any Indemnifiable Claim based on (i) Customer's access to and/or use of the Services after notice that Customer should cease use of such Services

due to an Indemnifiable Claim; (ii) any unauthorized modification of the Services by Customer or at its direction; (iii) Customer's unauthorized combination of the Services with third-party programs, data, hardware, or other materials; or (iv) any trademark or copyright infringement involving any marking or branding not applied by Medmastery or involving any marking or branding applied at Customer's request.

9.4 Indemnification by Customer

Customer agrees to defend, indemnify and otherwise hold harmless Medmastery and its officers, directors, agents, employees, shareholders, successors and assigns from and against any cause of action or claim, including court costs, expenses and attorneys' fees, related to or arising from Customer's unauthorized use or modification of the MMCL which results in a third-party claim of infringement.

9.5 Exclusive remedy.

The foregoing states each party's exclusive remedy with respect to any infringement claim hereunder.

10. Limitation of Liability

10.1. Except for (i) a party's indemnification obligation under Section 9, or (ii) a breach by Customer of Section 5, the total cumulative liability of either Party, their respective licensors and suppliers arising out of this Agreement and/or the termination thereof shall be limited to the sum of the amounts paid during the twelve (12) months immediately preceding the incident giving rise to the liability. The foregoing shall not limit Customer's obligations to pay any fees and/or other sums due under this Agreement.

10.2. Exclusion of consequential and related damages. Neither party shall be liable to the other party for any, special, consequential, exemplary, or other damages, or whether direct or indirect: (i) loss of data; (ii) loss of income; (iii) loss of opportunity; (iv) lost profits; and (v) costs of recovery or any other damages, however caused and based on any theory of liability, including, but not limited to, breach of contract, tort (including negligence), violation of statute, or otherwise, and whether or not such party has been advised of the possibility of such damages.

Medmastery shall furthermore not be liable for the content of the online training, including, without limitation, the correctness and lawfulness with regard to form and contents of the statements, texts, images, sound- or sound-image-carriers, source texts, instructions etc. contained therein. The material contained in the online training, such as programs or parts of programs, is intended exclusively for purposes of exercise and demonstration, and may not be used in production environments, in particular in security-relevant areas. Medmastery does not accept any liability for technical disruptions during the operation of the MMCL.

10.3. Notwithstanding Sections 10.1 and 10.2 above, Medmastery does not limit or disclaim

- any liability for death or personal injury;
- if the Customer is a consumer, any liability for gross negligence or intent; and
- if the Customer is not a consumer, any liability for very gross negligence or intent

11. Term and Termination

11.1 Term

This Agreement shall commence on the Effective Date. Customer's Subscription Commitment Term for accessing and using the Services under this Agreement shall commence on the date specified in the Order Form and shall continue for the duration stated therein. Thereafter, the Agreement shall terminate unless mutually renewed as evidenced in writing between the Parties, or as evidenced by an executed Renewal Order Form.

11.2 Termination for Cause

At any time, either Party may terminate this Agreement immediately upon written notice to the other Party (in accordance with Section 13.1) (i) if the other Party breaches any of its material obligations under this Agreement and such breach is not cured within thirty (30) days of receipt of written notice from the non-breaching Party; or (ii) if the other Party becomes insolvent or bankrupt, is liquidated or dissolved, or ceases substantially all of its business; or (iii) in the event of a breach by the other Party of Section 5 or Section 13.9.

11.3 Effect of Termination of Services

Upon expiration of Services authorized in the Order Form or Renewal Order Form, Customer will immediately discontinue all access and use of the Services. In as far as the Customer, during the Term of this Agreement, had been entitled to download content from the MMCL, the Customer shall be obligated after expiry of the Term to fully and provably delete all downloaded content and to ensure that all of the Customer's employees also delete such content. Neither Party shall be liable for any damages resulting from a termination of this Agreement in accordance with this Section 11.

In the event that Customer terminates the Agreement for a material and uncured breach by Medmastery, Medmastery shall refund to Customer any prepaid, but unused Subscription Fees calculated on a straight-line prorated basis for the remainder of the then current term. Those sections of the Agreement, which by their nature should survive, shall survive. Customer's obligation to pay outstanding undisputed Subscription Fees shall survive any termination of this Agreement.

11.4 Change of control

A change of control or change of the ownership structure or change of the corporate form of Medmastery shall not have any consequences for the continuation of this Agreement, except if such change leads to a negative deviation for the Customer from the terms and minimum standards defined by an order data processing agreement, if any.

12. Governing Law; Dispute Resolution; Forum and Venue

In the event of any dispute or claim arising out of this Agreement, the governing law and venue shall be as stated in the Order Form.

13. Miscellaneous Provisions

13.1 Notices

Notices may be provided either by electronic or physical mail as provided in the Order Form. If no email address is stated, then physical mail shall be the only method of providing notice. The person(s)/department(s) identified in the Order Form will receive notices on behalf of their respective Party. Each Party may change the persons/departments to which notices will be sent by giving notice to the other Party.

13.2 Assignment

Customer may not assign its rights or delegate its duties under this Agreement, either in whole or in part without the prior written consent of Medmastery (which consent shall not be unreasonably withheld), except that Customer may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Any attempted assignment or delegation without such consent shall be void. This Agreement will bind and inure to the benefit of each Party's successors and permitted assigns.

13.3 Waiver

The failure of either Party in any one or more instance(s) to insist upon strict performance of any of the terms of this Agreement will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s).

13.4 Force Majeure

Neither Party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, Internet service providers, and other third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a Party.

13.5 Severability

If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, and the remainder of the Agreement shall remain in full force and effect to the extent permitted by law

13.6 No Third-Party Beneficiaries

No person or entity not a Party to this Agreement will be deemed to be a third-party beneficiary of this Agreement or any provision hereof.

13.7 Entire Agreement

This Agreement, including the Cover Page, Order Form(s), Renewal Order Form(s) and any exhibits attached hereto, sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof

and supersedes all prior and contemporaneous oral and written agreements and understandings, with respect to the same. No other rights are granted hereunder except as expressly set forth in this Agreement.

13.8 Order of Precedence, Conflicting Terms

To the extent Customer or Authorized User may be required to agree to or accept additional terms and conditions by way of an electronic authentication process (i.e. accept a "click through" subscription agreement), notwithstanding anything that may be contained in such click through subscription agreement, neither Customer nor its Authorized Users shall be held to any terms or conditions which are more restrictive or burdensome than the terms and/or conditions contained in this Agreement and Order Form. In the event of any conflict between any such click-through agreement and the terms of this Agreement and Order Form, the terms of this Agreement and Order Form shall prevail. Further, to the extent that there are quotes, purchase orders, request for proposals, and/or vendor forms or registrations with terms that conflict with this Agreement, this Agreement and the Order Form will prevail. Finally, in the event of any conflict between the terms contained in the Agreement and the Order Form, the terms of the Order Form shall take precedence.

13.9 Compliance with Laws

Both Parties agree to comply with all applicable local, state, national and foreign laws, rules and regulations including, but not limited to, all applicable export and import laws and regulations, in connection with their performance, access and/or use of the Services under this Agreement. Customer shall comply with all legal duties applicable to Customer, including obligations as data controller by virtue of Customer's role in determining Authorized Users. Specifically, Customer must provide the relevant persons and/or participants with all information Customer is required by law to provide, and, if necessary, must obtain the consent of these persons. Notwithstanding any other provision in this Agreement, Medmastery shall have the right to terminate this Agreement immediately upon determination by Medmastery that Customer is not in compliance with US export laws or violates any government privacy and/or data protection laws.

13.10 Counterparts

This Agreement may be executed in one or more counterparts and by facsimile or electronic signature, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument.

Medmastery GmbH
Dr.-Petter-Straße 20, 5020 Salzburg, Austria
FN: 413638t
USt-ID: ATU68595013
Sitz der Gesellschaft: Salzburg, Austria

Tel: +43 681 814 018 73
Web: https://www.medmastery.com
Mail: office@medmastery.com
Geschäftsführer: Dr. Franz Wiesbauer

EXHIBIT A
Medmastery Order Form

Contact Information	
Customer Name: Williamson County, Texas	Billing Contact: Matt Biasatti
Address: 3189 SE Inner Loop Ste A, Georgetown TX 78626 United States	Address: 3189 SE Inner Loop Ste A, Georgetown TX 78626 United States
	Phone:
Phone:	Order Number (if applicable):
Contact (Customer):	**Further contact information:**
Name: Matt Biasatti	Phone:
Title: Captain, Clinical Practice	E-Mail: mbiasatti@wilco.org
Medmastery GmbH:	**Sales Representative:** Gina-Florentina Iordache
Customer Service: Medmastery GmbH Dr.-Petter-Straße 20 5020 Salzburg Austria office@medmastery.com Phone: +43 681 814 018 73	**Legal Notices** **Attn:** Christoph Schreinlechner, christoph@medmastery.com

Service and Fee Summary		
1.	Group Administrator:	Matt Biasatti – email to be defined
2.	Authorized Users:	Students and faculty of the Williamson County EMS
3.	Type of Access	Pro Group Subscription
4.	Services:	**Medmastery Group Subscription:** • Access by Master Administrator to usage reports including illustration of video accesses, rankings and general usage • Viewing video courses online: Unlimited access to contents for designated Authorized Users within the framework of the defined Type of Access, on a 24/7 basis • Access to all new releases during the Term • Access to course downloads (PDF Factsheets) • CME credits for every Authorized User after successful completion of courses or workshops
5.	Minimum Subscription Term:	One year
6.	Subscription Term:	Subscription Start Date:

Medmastery GmbH
Dr.-Petter-Straße 20, 5020 Salzburg, Austria
FN: 413638t
USt-ID: ATU68595013
Sitz der Gesellschaft: Salzburg, Austria

Tel: +43 681 814 018 73
Web: https://www.medmastery.com
Mail: office@medmastery.com
Geschäftsführer: Dr. Franz Wiesbauer

		Subscription Expiration Date:		
7.	Fees, Payment Date and Maximum Number of Authorized Users:	Subscription Fees	Payment Date	Maximum Number of Authorized Users
		$ 7 800		30
8.	Designated Access:	Customer will have the ability to elect its choice of Designated Access for Authorized Users by means of: 1. User account (combination of the Authorized User's e-mail address and a password ("User Profile"))		
9.	Governing Law, Dispute Resolution, Forum and Venue	This Agreement shall be construed and governed by the laws of the Republic of Austria, without regard to the provisions of UN sales law. Salzburg in Austria shall be the place of jurisdiction.		
10.	Other:			

By signing below, Customer and Medmastery each confirm that they have read, understand and agree to the provisions set out in the Medmastery Subscription Agreement.

Medmastery:	**Customer:**
By	By
Name: Christoph Schreinlechner	Name: Matt Biasatti
Title: CFOO	Title: Captain, Clinical Practice
Date: July 1, 2021	Date:

Signature, Medmastery	**Signature, Customer**

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR MEDMASTERY SUBSCRIPTION AGREEMENT
(Medmastery GmbH d/b/a Medmastery)
(Online training for EMS)

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 AGREEMENT 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 **Medmastery GmbH d/b/a Medmastery** (hereinafter "Medmastery"). Customer agrees to engage Medmastery as an independent contractor, to assist in providing certain operational goods/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. Medmastery Cover Sheet (to be SIGNED by the Parties);
B. Medmastery.com General Terms and Conditions;
C. Exhibit A - Medmastery Order Form(s) (to be SIGNED by Parties);
D. Medmastery Privacy Policy at https://www.medmastery.com/privacy-policy; and
E. 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: Medmastery agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Payment: Medmastery will be compensated as set forth in Exhibit A - Medmastery Order Form, including attachments, 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: After the first twelve (12) months, 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: Medmastery 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 Medmastery which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Medmastery agrees that Customer shall have access during normal working hours to all necessary Medmastery 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 Medmastery reasonable advance notice of intended audits. In no circumstances will Medmastery be required to create or maintain documents not kept in the ordinary course of Medmastery' business operations, nor will Medmastery 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. The parties expressly agree and acknowledge that Customer does not agree to arbitration.

IX.

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

X.

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.

XI.

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:	MEDMASTERY:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2021	Date: July 7, 2021
	CHRISTOPH SCHREINLECHNER, CFO

Commissioners Court - Regular Session **12.**

Meeting Date: 07/27/2021

Newruf Repairs at Thrall Radio Tower Shelter Roof

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 a services contract between Williamson County and NewRuf, LLC for roof repair services to support the operations of Williamson County Wireless Communications, in the not-to-exceed amount of $6,763.27, and authorizing execution of the contract.

Background

This agreement is for NewRuf to perform emergency repairs on the Thrall Radio Tower Shelter roof that was damaged by the winter storm of 2021. Three quotes were obtained for the service. Department point of contact is Paul Swisher. Funding source is 01.0507.0507.004545.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract & quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/22/2021 08:49 AM
County Judge Exec Asst.	Becky Pruitt	07/22/2021 09:05 AM
Form Started By: Andrew Portillo		Started On: 07/14/2021 09:24 AM
Final Approval Date: 07/22/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR ROOFING REPAIRS
(Wireless Communications)
(NewRüf LLC)

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 **LLC** (hereinafter "NewRüf") with offices located at 101 East Front Street #104 Hutto, TX 78634. Customer agrees to engage NewRüf as an independent contractor, to assist in providing certain operational goods/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. NewRüf Proposal/Contract; and
B. This Williamson County Addendum.

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.

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: NewRüf agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Payment: NewRüf will be compensated as set forth in the NewRüf Proposal/Contract, 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: NewRüf 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 NewRüf which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. NewRüf agrees that Customer shall have access during normal working hours to all necessary NewRüf 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 NewRüf reasonable advance notice of intended audits. In no circumstances will NewRüf be required to create or maintain documents not kept in the ordinary course of NewRüf' business operations, nor will NewRüf 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. The parties expressly agree and acknowledge that Customer does not agree to arbitration.

IX.

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

X.

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.

XI.

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:	NEWRÜF:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2021	Date: 7-15, 2021

NEWRUF.COM

ROOFING AND RESTORATION • GENERAL CONTRACTOR

CONTINGENCY/CONSTRUCTION CONTRACT

101 E. Front St., #104
Hutto, Texas 78634
Office...512.642.6005
Fax.....512.642.5566
www.NewRuf.com
Info@NewRuf.com

Owner's Name:	Owner's Address:	
Paul Swisher	1800 County Road 424	
Owner's City, State, Zip:	Owner's Phone:	Owner's Alt. Phone:
Thrall , Tx 76578	512-943-3695	512-639-0827
Project Name & Address:		Customer Email
Williamson County Wireless Communication		pswisher@wilco.org

I/WE, the Owner(s) of the premises described above authorize NewRuf.com Roofing & Restoration, hereinafter referred to as "Contractor", to furnish all materials and labor necessary to improve the above premises according to the following terms, specifications and provisions:

Insurance Claim: Yes____ No ✓

Type: ACV____ RCV____

Deductible: $ N/A

_____ RCV Claim Value, Supplements, Owner & Code Upgrades _____

✓ Retail Scope of Work: See Material Spec Sheet

a. Description of any areas that will NOT be worked on: _____

b. PAYMENT TERMS (Choose One):

_____ **Insurance Payment:** Owner agrees to pay Contractor, immediately upon receipt, all proceeds and supplements approved by Owner's Insurance Company for repairs to the Property, along with Owner's deductible, Owner and code upgrades, and all applicable General Contractor Overhead and Profit. **Contract is contingent upon insurance company approval** of an amount sufficient to complete all work reasonably necessary to repair the property as determined by contractor.

✓ **General Scope/Improvements:** Contractor will perform the work as described in this Agreement for the total sum of $ 6,763.27 , excluding any tax. This sum is for the labor, equipment, and materials described in the Scope of Work only, and should not be construed as an all-inclusive estimate of damages to this property. The contract sum is subject to changes due to increases in material pricing or other unforseen circumstances, upon issuance by the insurance co, if applicable, of a supplement, execution of a written Change Order enlarging or modifying the original scope of work, or by Contractor undertaking performance of any added/changed work.

THIS LIST OF SPECIFICATIONS MAY BE CONTINUED ON SUBSEQUENT PAGES (SEE PAGE NUMBER BELOW)

c. Payment: Contractor proposes to perform the above work, (subject to any additions and/or deductions pursuant to authorized change orders), for the Total Sum of $ 6,763.27 (tax exempt) Down Payment (if any) $ N/A

PAYMENT DUE WHEN	AMOUNT	PAYMENTS TO BE MADE IN INSTALLMENTS AS FOLLOWS:
1. Upon completion -	$6,763.27	1.
2.		2.
3.		3.
4.		4.

Texas law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of Texas law for a seller of goods or services who reasonably expects to be paid wholly or partly from the proceeds of a property insurance claim to knowingly allow the insured person to fail to pay, or assist the insured person's failure to pay, the applicable insurance deductible.

Owner and Contractor agree that by providing information to Owner's Insurance Carrier, Contractor is providing a valuable service to Owner including: (1) Meetings with the field adjuster; (2) Inspecting your property for damage; and (3) Assisting Owner in restoring their property by providing photos, estimates, scopes of work and reports to the adjuster. BECAUSE CONTRACTOR CAN ONLY RECOUP THE COSTS OF THIS VALUABLE SERVICE THROUGH PERFORMING THE ACTUAL RESTORATION AND RECEIVING FUNDS FROM THE INSURANCE COMPANY FOR THIS WORK, INSURED EXPRESSLY AGREES THAT HE/SHE/THEY WILL NOT HAVE ANOTHER PERSON OR ENTITY PERFORM ANY OF THE WORK INCLUDED IN THIS CLAIM AND THAT ALL WORK WILL BE THE RESPONSIBILITY OF CONTRACTOR AND WILL BE COMPLETED BY SAME. X N/A X_____

This proposal or portions of this proposal may be withdrawn by contractor in the event Owner's insurance company declines sufficient coverage for Owner's damages made the subject of this contract. **YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT (For Residential Properties Only).** After the right to cancel has passed, any attempt to terminate this Agreement is a material breach of this Agreement and entitles Contractor to damages equal to 20% of the total dollar amount of the contract and/or scope of work. Property owner agrees to provide deductible and ACV check, enter supplementing process and move forward with project within 60 days of insurance company approval. **Additional Provisions Of This Contract Are On The Reverse Side And/Or May Be Continued On Subsequent Pages (see page number below). Read "Arbitration of Disputes" provision on page three (3), provision (13) and the NOTICE following this provision.**

approved and accepted (owner)	date	approved and accepted (owner)	date
approved (contractor)	7/15/21 date		

Form HIP-C Copyright © 1996-2018 ACT Contractors Forms (800) 820-5656 www.calform.com

1. General Contractor. The Company is the general contractor and is therefore entitled to recover 10% overhead and 10% profit on the entire project.

2. Full Payment: Payment to be made in full per finished trade.

3. Insurance Proceeds: As applicable, Customer agrees to hold any and all insurance proceeds for the labor and materials involved in trust for NewRuf, LLC, to be paid to NewRuf, LLC when due, and that Customer will not hold or use such insurance proceeds for any other purpose. Any holding or use of such insurance proceeds for any other purpose shall constitute not only a breach of trust but also theft. Customer agrees and represents that Customer will not modify or terminate any insurance coverage which would otherwise apply to the labor and materials involved. If permitted by the insurance policy involved, or if consent is obtained from the insurer, Customer agrees to assign such insurance proceeds to NewRuf, LLC, and/or to authorize direct payment of such insurance proceeds to NewRuf, LLC.

4. Commencement and Completion of Work: Substantial commencement of work shall mean either the physical delivery of materials onto the premises or the performance of any labor and shall be subject to any permissible delays as per provision (8) below.

5. Acceptance: This contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this contract together comprise the entire agreement between the parties subject to changes for work performed outside the base contract, including code upgrades, owner changes, and required repairs which insurance refuses to cover.

6. In the event the repairs to be performed are covered by insurance, Owner hereby appoints, directs, and authorizes Contractor to contact Owner's insurance company to discuss matters relative to the technical aspects of the restoration and renovation of damages sustained at the Property. Owner represents that a claim has been filed with their insurance company, and that the insurance company will respond to losses through the policy number and/or claim number shown above. If Owner has not yet filed a claim, then Owner will file a claim with their insurance company as soon as possible and will provide Contractor with all necessary claim information. All servicing responsibilities relating ONLY to the technical aspects of restoring your property will be handled by Contractor and Owner Understands that Contractor CANNOT and DOES NOT act as a Public Insurance Adjuster. Owner agrees that Contractor will be paid the replacement cost value, including general contractor overhead and profit, that Owner and Owner's insurance company agree upon for the work necessitated by the above-mentioned claim. Contractor agrees to perform all construction work and to furnish all labor and materials, at least equal to and based upon the damage estimate, including general contractor overhead and profit, which the Owner and the Insurance Carrier have previously agreed upon. Contractor agrees that all work will be completed in a professional manner according to industry standard practices. Contractor agrees that Owner has the final choice of which actual type of material and labor is used in each stage of the work. Alterations, deviations, or upgrades from the Insurance Carrier's settlement, including any non-covered additional work that is necessary or is required by the local building department to bring items "up to code", will be an extra cost over and above the Insurance settlement and will be Owner's responsibility to pay. All checks issued by the Insurance Carrier and/or Mortgage Company in payment for the services provided by Contractor shall be done as a "joint check" listing Contractor and Owner as co-payees. Owner agrees to release all monies allotted by the Insurance carrier for each stage of the work completed including all approved supplements. Owner agrees to provide all necessary documentation needed to facilitate payment from the Insurance Carrier and/or Mortgage Company. CONTRACTOR AGREES THAT THE TOTAL OUT-OF-POCKET EXPENSES OF OWNER WILL NOT EXCEED THEIR INSURANCE POLICY DEDUCTIBLE FOR THE SCOPE OF WORK AGREED UPON BETWEEN OWNER AND THEIR INSURANCE CARRIER INCLUSIVE OF GENERAL CONTRACTOR OVERHEAD AND PROFIT, UNLESS OWNER CHOOSES TO ALTER, DEVIATE OR UPGRADE FROM THE INSURANCE CARRIER'S SETTLEMENT, OR UNLESS NON-COVERED, ADDITIONAL WORK IS NECESSARY OR IS REQUIRED BY THE LOCAL BUILDING DEPARTMENT TO BRING ITEMS "UP TO CODE". CONTRACTOR RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT SHOULD THE INSURANCE COMPANY REFUSE TO APPROVE A SCOPE OF WORK DEEMED BY CONTRACTOR AS NOT SUFFICIENT TO PROPERLY DO THE WORK.

7. Change Orders. Should Owner, construction lender, or any government body or inspector require any modification to the work covered under this proposal/contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his normal selling price for such extra work. All extra work as well as any other modifications to the original proposal/contract shall be specified and approved by both parties prior to commencing work. Contractor reserves the right to require a written change order prior to commencing such work. All change orders shall become a part of this proposal/contract and shall be incorporated herein.

8. Delay. Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of owner or owner's agent including failure of owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by, or beyond, Contractor's reasonable control. The expected completion date is understood to be a good faith estimate and is subject to availability of materials and any Act of God events.

9. Cleanup & Advertising. Upon completion, and after removing all debris and surplus materials, whenever possible Contractor will leave premises in a neat, broom clean condition. Owner hereby grants to Contractor the right to display signs at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made, whichever occurs later. Owner grants Contractor the right to publish the project street address on a "references" list and to take and use "before" and "after" photos, video testimonials and reviews which may be given to prospective customers.

10. Unanticipated Conditions & Concealed Damage. Expense incurred because of unusual or unanticipated conditions shall be paid for by owner as extra work (conditions such as, but not limited to, rotten fascia, rotten decking, pre-existing deficiencies in construction techniques, A/C lines run too close to decking, no rebar in driveways, improperly nailed decking). Contractor will endeavor to inform Owner of any dry rot or other deterioration or unanticipated condition which is concealed and is discovered prior to performance of Contractor's work, but reserves the right to perform such work upon discovery and any work done by Contractor shall be chargeable to Owner as extra work.

X_____ X_____

10.a. Replacement of deteriorated decking: if more than 2 Sheets are needed, Owner will be charged for therefore, with payment due upon the project completion.
10.b. The Company is not responsible for damages below the roof due to leaks at any time during the construction process, or thereafter.
10.c. The Company is not responsible for the cost of repairs of minor scratches and denting of gutters, oil droplets in driveways, fractures in concrete, displaced antenna & satellite, cracked, chipped or peeling paint, nail pops, or dents to aluminum siding and damaged flowers, or minor broken branches on plants, trees and shrubbery caused by normal construction operations.
11. Hazardous Substances: Owner understands that Contractor is not qualified or licensed as an inspector or abatement contractor for Hazardous Materials (as defined by the government). Should a hazardous substance be suspected to be present, it is the Owner's responsibility to arrange and pay for inspection & abatement.
12. Collection & Legal Fees. Owner agrees to pay all collection fees and charges that result should Owner default in meeting Owner's payment obligations under this contract. Overdue accounts are subject to interest charged at the rate of 18% per annum or at the highest rate allowed by law. If this contract is placed in the hands of an attorney for collection, Customer is liable for all attorney's fees and court/arbitration costs and fees.
12.a. Mechanic's or Constitutional Lien. Should default be made in payment of this contract, a Mechanic's or Constitutional Lien Affidavit will be filed against the property.
13. Arbitration of Disputes. Any controversy or claim arising out of or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall award reasonable attorney fees and expenses to the prevailing party. Notwithstanding Contractor's right to arbitrate, Contractor does not waive any of its lien rights. Venue for arbitration hearings shall be the project county unless otherwise agreed to by the parties.

NOTICE: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "arbitration of disputes" provision decided by neutral arbitration as provided by law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "arbitration of disputes" provision to neutral arbitration. I Agree to Arbitration: X_____ X_____
14. There are no representations, oral or written, other than those set forth herein and this Agreement cannot be cancelled except by mutual written agreement of all parties. If the Agreement is subsequently cancelled without Contractor's consent, Owner agrees to pay Contractor a termination fee equal to 20% of the Contract price. **Owner acknowledges that Contractor is not a Public Insurance Adjuster and is not providing or offering to provide any Public Insurance Adjusting Services in connection with this Contract.**
15. Acceptance of late or partial payments (regardless of any purported limitations such as 'Paid in Full', 'Accord and Satisfaction', or similar) will not waive, limit, or prejudice Contractor's right to collect any amounts due.
16. Supplementing. Owner authorizes Contractor to perform a comprehensive evaluation of all scopes of work previously prepared for this Project and to request supplemental items of work from Owner and Owner's insurance company which Contractor reasonably believes are required to return the Property to its pre-damage condition Owner agrees to cooperate with Contractor in securing the funds Contractor believes are reasonably required to perform its work at the Property. Owner agrees that any sums obtained by Owner, whether through litigation, public insurance adjuster or appraisal, shall first be applied to payment for the maximum identified scope of work developed on Owner's behalf, up to Owner's recovery, however obtained. In the event the value of Contractor's work cannot be easily ascertained, it shall be the value of the work as reflected in the Xactimate pricing software in effect at the time this Agreement is entered into or the Work is commenced, whichever is later. In the event insurance denies Owner's claim, this Agreement is voidable at the option of Contractor. Customer agrees that these supplements shall be paid directly to the Company.
17. Plans, Specifications, Permits and Fees. The work described in this proposal/contract shall be done according to the plans and the plan specifications (if any) except in the case of conflict when the provisions of this contract shall have control over both the plans and the plan specifications. All required building permits will be paid for by owner and obtained by Contractor. All other charges, taxes, assessments, fees, etc., of any kind required by any government body, telephone, utility company or the like shall be paid by Owner..
18. ALL excess materials remain the property of the Company.
19. "Full Scope Of Insurance Proceeds" shall be defined as the full RCV price for the repairs and replacement allowed by the insurance company (including any supplements) together with all overhead and profit.
20. If any provisions of this contract shall be held to be invalid or unenforceable, it shall be modified to the minimum extent necessary to render it enforceable. If it cannot be so modified, it shall be deemed stricken from this agreement and the remaining provisions shall remain in full force and effect.
21. Labor Warranty. Labor Warranty does not cover damages to the roof caused by lightning, winds greater than 40 mph, hurricanes, tornadoes, hailstorm impacts, failure or cracking of the roof's deck, walls, foundation, impacts of foreign objects or other events and powers that may damage the roof. Said Warranty cannot be assigned, is not transferable, and is void if any other contractor alters Contractor's Work. All restocked material is subject to a 10% restocking fee. All work and material delivered to the Property, whether or not incorporated therein, remain Contractor's property until paid for. All unused materials remain Contractor's property.
22. Owner appoints Contractor as Owner's ATTORNEY-IN-FACT for the sole purpose of communicating directly with Owner's insurance and/or Mortgage Company regarding recommended supplements to the project scope/pricing and status of payment for Contractor's Work. Owner agrees to aid in collection of all monies due Contractor by executing any necessary paperwork and/or communicating with insurance company and/or Mortgage Company. Owner agrees that any disbursement of funds from Owner's insurance or mortgage company(ies) shall include Contractor as a payee, and that Contractor may present a signed copy of this Contract, which shall be sufficient authority and direction to Owner's insurance or mortgage company to include Contractor as a payee in any payments made in settlement of Owner's claim, all of which shall be designated first to the maximum scope of work identified. Should amounts paid by insurance not be sufficient to pay the agreed price herein, Owner agrees to pay the difference to Contractor immediately upon demand.
23. All warranties are void if NOT paid in full.

X_____ X_____

24. Misc provisions: Owner acknowledges that Contractor may utilize subcontractors in the performance of this Agreement. No backcharge or claim against Contractor shall be valid except by written agreement. If Owner believes Contractor has failed to properly perform its work, Owner shall notify Contractor of such alleged default in a detailed writing and allow Contractor reasonable time of at least five full working days, to commence appropriate corrective measures (or demonstrate the absence of default) before incurring any cost chargeable to Owner.

25. IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

26. This Agreement is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by Agreement, you must provide the notice required by Chapter 27 of the Texas Property Code to the Contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the Contractor, you must provide the Contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code (For Residential Properties Only).

27. Property Lines. Owner is responsible to locate and inform Contractor of the location of all property lines.

X_____ X___

NewRuf LLC
101 East Front St 104
Hutto, TX 78634
www.newruf.com

INVOICE
Invoice Date: 00/0/0000
Invoice # [redacted]
Project # [redacted]
Desc./#: Wireless Communications, Williamson County - Insur
DATE DUE: 00/0/0000 (Due on Receipt)

Wireless Communications, Williamson County
Attn: Williamson County Wireless Communications
1800 County Road 424
Thrall, TX 76578

Company Information
NewRuf LLC
101 East Front St 104
Hutto, TX 78634
(512) 642-6005

Site Address
1800 County Road 424
Thrall, TX 76578

Items

Date	Item	Amount
06/09/21	Item, Install 360 sq ft of Fiberglass based single ply membrane emulsion roof system. Emergency Repair.	$6,763.27
		$6,763.27

Payments

No payments recorded.

Total:	$6,763.27
Balance Due:	**$ 6,763.27**

Have questions or need support? Contact NewRuf LLC at accounting@newruf.com

Commissioners Court - Regular Session **13.**

Meeting Date: 07/27/2021

Authorize issuing RFP T4960 Benefits Broker Consultant

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Benefits Broker Consultant under RFP T4960.

Background

Williamson County is seeking qualified brokering services for the acquisition and procurement of health and welfare benefits and the following consulting services: Leadership Consulting, Plan Performance and Reporting, Vendor Performance and Reporting, Regulatory Compliance and Actuarial Services relating to financial analysis and actuarial projections. Budgeted amount is $90,000.00. Shelley Loughrey is the point of contact. Funding source is 01.0885.0886.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/21/2021 04:51 PM
County Judge Exec Asst.	Becky Pruitt	07/22/2021 08:18 AM
Form Started By: Johnny Grimaldo		Started On: 07/21/2021 11:30 AM
Final Approval Date: 07/22/2021		

Commissioners Court - Regular Session **14.**

Meeting Date: 07/27/2021

Authorize Brycomm Justice Center Agreement

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 services contract between Williamson County and Brycomm, LLC to provide fiber cabling in the amount of $12,128.12 per the terms of DIR cooperative contract # DIR-TSO-3698 and authorizing execution of the agreement.

Background

This agreement will provide 650 Fiber cables to be installed at Justice Center. The department contact will be Richard Semple The expenditure will be billed to 01.0100.0503.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brycomm

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/20/2021 03:18 PM
Purchasing (Originator)	Laura Zavala	07/20/2021 03:32 PM
County Judge Exec Asst.	Becky Pruitt	07/21/2021 10:44 AM
Form Started By: Laura Zavala		Started On: 07/20/2021 11:01 AM
Final Approval Date: 07/21/2021		

BRYCOMM
1051 New Technology Blvd. Hutto, TX 78634
Phone: (512) 712-4008 Fax: (512) 712-4009

Date: March 14, 2021
Bid No.:
Subject: Justice Center – Jail Fiber Cabling DIR-TSO-3698

Send Contracts and PO's to: Orders@BryComm.com
Estimated By: Shaun Holmes

We appreciate your interest in our services and thank you for the chance to offer the following proposal for the project referenced above. Our proposal incorporates the following:

I. DOCUMENTS:

Drawings: **Discussed onsite and description listed below**

II. SCOPE OF WORK:

Fiber Cabling:

1. Installation of two (2) 6F single mode inner lock fiber cable.
2. Provide and install two (2) wall mount locking racks PZAEWM3.

III. CLARIFICATIONS AND EXCLUSIONS:

1. Payment and Performance bonds are not included in this proposal. Pricing available upon request.
2. No core drilling, EZ-Paths installs, wire-mold, conduit (EMT), conduit (EMT), poke-thru or other such pathway installation is included in this proposal.
3. Plywood has been excluded from this proposal. Pricing is available upon request.
4. Price does not include any labor or materials for Grounding and Bonding systems.
5. Price does not include Wireless Access Points.
6. Price does not include installation or relocation of owner provided Wireless Access Points.
7. Price does not include any network equipment or relocation of existing (switches/routers).
8. Price does not include repair/replacement of any faulty device or cabling in the existing system.
9. New pathways inside and outside (conduit) will be by others.
10. Testing, labeling and documentation of the entire install will be provided to the owner upon completion, per contract documents.
11. Any electrical power receptacles, carpentry, demolition, patching, painting, refinishing and relocation are excluded.
12. BryComm to require (15) working days to review, process, and return all customer issued contracts.
13. BryComm assumes there are no abnormal environmental or hazardous conditions on the premise, which would require extraordinary safety and/or regulatory functions, activities, permits or certifications for BryComm to perform the required work.

IV. PRICING SUMMARY:

Scope of Work		Cost
270000	Jail Fiber Cabling	$ 12,128.12
	Payment & Performance Bond	$ -
	Sales Tax (if applicable)	$ -
	Total	$ 12,128.12

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.

Shaun Holmes
Project Manager
Office: (512) 712-4008 x120
Fax: (512) 712-4009
Cell: (512) 992-6106
Shaun.Holmes@BryComm.com
Security License #B17431
www.BryComm.com

BRYCOMM
WELL CONNECTED

DIR# DIR-TSO-3698				
	Singlemode fiber pull - 151-300 Feet	2	$ 466.26	$ 932.52
	Panduit 6F inner locking armor plenum	640	$ 3.24	$ 2,073.60
	Locking wall mount box # PZAEWM3	2	$ 1,512.00	$ 3,024.00
	Fiber LIU's, Pigtails, adapter panels, and misc consumables	1	$ 2,281.68	$ 2,281.68
	Misc anchors, sleeves, and fire caulk	1	$ 22.46	$ 22.46
	Crew Foreman - Non-Standard Time - Cabling Cutover & Wreck Out	30	$ 56.31	$ 1,689.30
	Entry Level Technician - Non-Standard Time - Cabling Cutover & Wreck Out	30	$ 31.76	$ 952.80
	Entry Level Technician - Non-Standard Time - Cabling Cutover & Wreck Out	30	$ 31.76	$ 952.80
	Project Manager	3	$ 66.32	$ 198.96
				$ -

Sub-Total:		$12,128.12
Shipping & Handling:		$0.00
Applicable Tax Rate:		8.25%
Taxes:		$0.00

Total:	**$ 12,128.12**

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
FIBER CABLING
(Justice Center / Jail)
DIR-TSO-3698

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **BRYCOMM, LLC**, **(hereinafter "Service Provider")**, 15302 Marsha St., Austin, TX 78728. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

> **As described in the attached Statement of Work/Quote, dated March 14, 2021, which is designated Exhibit "A" and incorporated herein as if copied in full.**

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

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $12,128.12.**

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

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident

Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability *(including premises, completed operations and contractual)*	$ 500,000	$ 500,000
Aggregate policy limits:	$1,000,000	

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

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

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

A. As described in the attached Statement of Work/Quote, dated March 14, 2021, which is incorporated herein as if copied in full;

B. DIR-TSO-3698; and

C. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

IX.

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

X.

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

XI.

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

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2021

SERVICE PROVIDER:

M. Baker
Authorized Signature

Mike Baker
Printed Name

Date: July 20, 2021

Exhibit(s)
Statement of Work/Quote, dated March 14, 2021

Commissioners Court - Regular Session **15.**

Meeting Date: 07/27/2021

Axon - Sherriff's Office

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 Enterprises and Williamson County for the purchase of taser cartridges in the amount of $6,400.00, pursuant to TX Smart Buy Contract number 680-A1, and authorizing execution of this signed agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. Quotation outlines the details of this purchase for 200 25FT standard taser cartridges. Department contact will be Patrick Erickson. This expenditure will be charged to 01.0100.0560.003008.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Axon Enterprise

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/22/2021 09:03 AM
County Judge Exec Asst.	Becky Pruitt	07/22/2021 09:06 AM
Form Started By: Laura Zavala		Started On: 07/15/2021 08:40 AM
Final Approval Date: 07/22/2021		

DocuSign Envelope ID: C4BAEE03-0A65-4F13-BC7D-C1D9C36674F0

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

[redacted]
Issued: 06/30/2021
Quote Expiration: 07/30/2021
[redacted]
Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

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

Phone:
Email:

Group1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22190	25 FT STANDARD CARTRIDGE, X26/X26P NS		200	32.00	32.00	6,400.00
					Subtotal	6,400.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	6,400.00
					Grand Total	**6,400.00**

Notes

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) **and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience** (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA**. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. 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 (Axon) : DocuSigned by: 55DAEBB131A4424...

Date: 7/13/2021

Name (Axon): Robert E. Driscoll, Jr.

Title: VP, Assoc. General Counsel

Please sign and email to Pat Murphy at 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

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

DocuSign Envelope ID: C4BAEE03-0A65-4F13-BC7D-C1D9C36674F0

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 **16.**

Meeting Date: 07/27/2021

Precinct 1 Energy Efficient Commercial Buildings Deduction Allocation with Hendrix Consulting

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on allocating to Hendrix Consulting Engineers a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the Williamson County Precinct 1, which resulted in reduced energy consumption [Per IRC §179D(d)(4)].

Background

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(4) and Notice 2008-40, building owners of energy efficient commercial buildings may take a deduction arising from the installation of energy efficient commercial building property as part of the interior lighting, HVAC and hot water systems, or building envelope systems. If the building owner is a government entity, they may allocate the deduction to a designer of the energy efficient commercial building property. A review of all energy efficient systems in the allocated building(s) will be performed on behalf of the building owner. If allocable deductions are identified, they will be allocated to Hendrix Consulting Engineers.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Precinct 1 Energy Efficient Deduction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/21/2021 10:41 AM
Form Started By: Wendy Danzoy		Started On: 07/20/2021 09:46 AM
Final Approval Date: 07/21/2021		

MEP/ENERGY CONSULTANTS

HENDRIX CONSULTING ENGINEERS

COMMISSIONING • FIELD INVESTIGATIONS

115 East Main Street Round Rock, Texas 78664

PH: (512) 218-0060 FIRM F-4095 FAX: (512) 218-0077

June 17, 2021

Dale Butler
Williamson County
310 SE Inner Loop Rd.
Georgetown, Texas 78626

RE: 179D Tax Deduction Form

Dear Mr. Butler,

Federal tax law, specifically §179D of the Internal Revenue Code, permits a tax-exempt property owner to allocate certain tax deductions to the designers who are instrumental in implementing energy-saving building improvements pursuant to the Energy Policy Act of 2005 (EPAct 2005). This deduction is of no benefit to the building owner because the governmental entity does not pay taxes from which the deduction can be made. IRS definitions contained in Notice 2008-40 provide that this tax deduction incentive can be allocated primarily to the persons responsible for the design of the project.

For that reason, **Hendrix Consulting Engineers (HCE), P.C.** is requesting that this incentive be allocated to us and that you identify us as the persons responsible for the MEP design by signing the attached letter. If the enclosed form is accurate, we request that you sign and date it, then return it to us either by fax or by scanning your signed copy and emailing it to my attention.

We congratulate you and your organization for the role you have undertaken in implementing Green Building initiatives. We have enjoyed the opportunity to work with you and are proud to be a part of the effort.

If you have any questions or concerns or require further information regarding the energy-saving features of the buildings, I encourage you to contact me.

Sincerely,

Byron Hendrix
P.E., C.E.A., LEED AP

Dale Butler
Williamson County
310 SE Inner Loop Rd.
Georgetown, Texas 78626

TRANSFER OF 179D TAX DEDUCTION

Under the provisions set forth by the Internal Revenue Service, Notice 2008-40, Section 3 - Special rule for Government Owned or Non Profit Buildings, the undersigned do hereby acknowledge this document as execution for transfer of allowable 179D tax deduction for the Public Building from Owner to the Designer.

Cost of the property	In excess of $250,000
Property Placed In Service Date	2020
179D deduction allocated to Designer – Hendrix Consulting Engineers, P.C.	100%

Owner:
"Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete."

Name: Williamson County

Address: 3101 Inner Loop Rd.

City: Georgetown State: Texas Zip 78628

Phone Number:

Authorized Representative

_____ _____
Signature Date

Designer:
I declare that I have examined this allocation, including accompanying documents and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete.

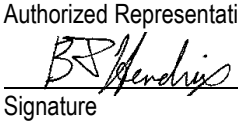
Name: Hendrix Consulting Engineers, P.C.

Address: 115 East Main Street

City: Round Rock State: Texas Zip 78664

Phone Number: 512-218-0060

Authorized Representative


06/17/2021
Signature Date

Public Building

Name: Williamson County Precinct 1 Unit Changeout

Address: 1801 E Old Settlers Boulevard

City: Round Rock State: Texas Zip: 78664

NOTICE 2008-40, SECTION 3 SPECIAL RULE FOR GOVERNMENT OWNED OR NON PROFIT BUILDINGS

SECTION 3. SPECIAL RULE FOR GOVERNMENT-OWNED BUILDINGS

.01 ***In General*****.** In the case of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) that is installed on or in property owned by a Federal, State, or local government or a political subdivision thereof, the owner of the property may allocate the § 179D deduction to the person primarily responsible for designing the property (the designer). If the allocation of a § 179D deduction to a designer satisfies the requirements of this section, the deduction will be allowed only to that designer. The deduction will be allowed to the designer for the taxable year that includes the date on which the property is placed in service.

.02 ***Designer of Government-Owned Buildings*****.** A designer is a person that creates the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specifications for a new building or an addition to an existing building that incorporates energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A person that merely installs, repairs, or maintains the property is not a designer.

.03 ***Allocation of the Deduction*****.** If more than one designer is responsible for creating the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) on or in a government-owned building, the owner of the building shall—

(1) determine which designer is primarily responsible and allocate the full deduction to that designer, or

(2) at the owner's discretion, allocate the deduction among several designers.

.04 ***Form of Allocation*****.** An allocation of the § 179D deduction to the designer of a government-owned building must be in writing and will be treated as satisfying the requirements of this section with respect to energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) if the allocation contains all of the following:

(1) The name, address, and telephone number of an authorized representative of the owner of the government-owned building;

(2) The name, address, and telephone number of an authorized representative of the designer receiving the allocation of the § 179D deduction;

(3) The address of the government-owned building on or in which the property is installed;

(4) The cost of the property;

(5) The date the property is placed in service;

(6) The amount of the § 179D deduction allocated to the designer;

(7) The signatures of the authorized representatives of both the owner of the government-owned building and the designer or the designer's authorized representative; and

(8) A declaration, applicable to the allocation and any accompanying documents, signed by the authorized representative of the owner of the government-owned building, in the following form:

“Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.”

.05 ***Obligations of Designer*****.** Before a designer may claim the § 179D deduction with respect to property installed on or in a government-owned building, the designer must obtain the written allocation described in section 3.04. A designer is not required to attach the allocation to the return on which the deduction is taken. However, § 1.6001-1(a) of the Income Tax Regulations requires that taxpayers maintain such books and records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the taxpayer. Accordingly, a designer claiming a deduction under § 179D should retain the allocation as part of the taxpayer’s records for purposes of§ 1.6001-1(a) of the Income Tax Regulations.

.06 ***Tax Consequences to Designer of Government-Owned Buildings*****.** The maximum amount of the § 179D deduction to be allocated to the designer is the amount of the costs incurred by the owner of the government-owned building to place the energy efficient commercial building property in service. A partial deduction may be allocated and computed in accordance with the procedures set forth in sections 2 and 3 of Notice 2006-52. The designer does not include any amount in income on account of the § 179D deduction allocated to the designer. In addition, the designer is not required to reduce future deductions by an amount equal to the § 179D deduction allocated to the designer. Although reducing future deductions in this manner would provide equivalent treatment for designers that are allocated a § 179D deduction and building owners that are required to reduce the basis of their energy efficient commercial building property by the amount of the § 179D deduction they claim, § 179D does not provide for any reductions other than reductions to the basis of the energy efficient commercial building property.

.07 ***Tax Consequences to Owner of Public Building*****.** The owner of the public building is not required to include any amount in income on account of the § 179D deduction allocated to the designer. The owner of the public building is, however, required to reduce the basis of the energy efficient commercial building property (or partially qualifying commercial building property) by the amount of the § 179D deduction allocated.

Commissioners Court - Regular Session **17.**

Meeting Date: 07/27/2021

Expo Pavilion Energy Efficient Deduction Allocation to Hendrix Consulting

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on allocating to Hendrix Consulting Engineers a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the Williamson County Expo Pavilion project, which resulted in reduced energy consumption [Per IRC §179D(d)(4)].

Background

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(4) and Notice 2008-40, building owners of energy efficient commercial buildings may take a deduction arising from the installation of energy efficient commercial building property as part of the interior lighting, HVAC and hot water systems, or building envelope systems. If the building owner is a government entity, they may allocate the deduction to a designer of the energy efficient commercial building property. A review of all energy efficient systems in the allocated building(s) will be performed on behalf of the building owner. If allocable deductions are identified, they will be allocated to Hendrix Consulting Engineers.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Pavilion Energy Efficient Deduction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/21/2021 10:43 AM
Form Started By: Wendy Danzoy		Started On: 07/20/2021 10:00 AM
Final Approval Date: 07/21/2021		

MEP/ENERGY CONSULTANTS

HENDRIX CONSULTING ENGINEERS

COMMISSIONING • FIELD INVESTIGATIONS

115 East Main Street Round Rock, Texas 78664

PH: (512) 218-0060 FIRM F-4095 FAX: (512) 218-0077

June 17, 2021

Dale Butler
Williamson County
3101 SE Inner Loop Rd.
Georgetown, Texas 78626

RE: 179D Tax Deduction Form

Dear Mr. Butler,

Federal tax law, specifically §179D of the Internal Revenue Code, permits a tax-exempt property owner to allocate certain tax deductions to the designers who are instrumental in implementing energy-saving building improvements pursuant to the Energy Policy Act of 2005 (EPAct 2005). This deduction is of no benefit to the building owner because the governmental entity does not pay taxes from which the deduction can be made. IRS definitions contained in Notice 2008-40 provide that this tax deduction incentive can be allocated primarily to the persons responsible for the design of the project.

For that reason, **Hendrix Consulting Engineers (HCE), P.C.** is requesting that this incentive be allocated to us and that you identify us as the persons responsible for the MEP design by signing the attached letter. If the enclosed form is accurate, we request that you sign and date it, then return it to us either by fax or by scanning your signed copy and emailing it to my attention.

We congratulate you and your organization for the role you have undertaken in implementing Green Building initiatives. We have enjoyed the opportunity to work with you and are proud to be a part of the effort.

If you have any questions or concerns or require further information regarding the energy-saving features of the buildings, I encourage you to contact me.

Sincerely,

Byron Hendrix
P.E., C.E.A., LEED AP

Dale Butler
Williamson County
3101 SE Inner Loop Rd.
Georgetown, Texas 78626

TRANSFER OF 179D TAX DEDUCTION

Under the provisions set forth by the Internal Revenue Service, Notice 2008-40, Section 3 - Special rule for Government Owned or Non Profit Buildings, the undersigned do hereby acknowledge this document as execution for transfer of allowable 179D tax deduction for the Public Building from Owner to the Designer.

Cost of the property	In excess of $3,300,000
Property Placed In Service Date	2020
179D deduction allocated to Designer – Hendrix Consulting Engineers, P.C.	67%

Owner:
"Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete."

Name: Williamson County

Address: 3101 SE Inner Loop Rd.

City: Georgetown State: Texas Zip 78626

Phone Number:

Authorized Representative

_____ _____
Signature Date

Designer:
I declare that I have examined this allocation, including accompanying documents and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete.

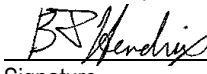
Name: Hendrix Consulting Engineers, P.C.

Address: 115 East Main Street

City: Round Rock State: Texas Zip 78664

Phone Number: 512-218-0060

Authorized Representative


06/17/2021
Signature Date

Public Building

Name: Williamson County Expo Center Pavilion

Address: 5352 Bill Pickett Trail

City: Taylor State: Texas Zip: 76574

NOTICE 2008-40, SECTION 3 SPECIAL RULE FOR GOVERNMENT OWNED OR NON PROFIT BUILDINGS

SECTION 3. SPECIAL RULE FOR GOVERNMENT-OWNED BUILDINGS

.01 ***In General*****.** In the case of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) that is installed on or in property owned by a Federal, State, or local government or a political subdivision thereof, the owner of the property may allocate the § 179D deduction to the person primarily responsible for designing the property (the designer). If the allocation of a § 179D deduction to a designer satisfies the requirements of this section, the deduction will be allowed only to that designer. The deduction will be allowed to the designer for the taxable year that includes the date on which the property is placed in service.

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.03 ***Allocation of the Deduction*****.** If more than one designer is responsible for creating the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) on or in a government-owned building, the owner of the building shall—

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(2) at the owner's discretion, allocate the deduction among several designers.

.04 ***Form of Allocation*****.** An allocation of the § 179D deduction to the designer of a government-owned building must be in writing and will be treated as satisfying the requirements of this section with respect to energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) if the allocation contains all of the following:

(1) The name, address, and telephone number of an authorized representative of the owner of the government-owned building;

(2) The name, address, and telephone number of an authorized representative of the designer receiving the allocation of the § 179D deduction;

(3) The address of the government-owned building on or in which the property is installed;

(4) The cost of the property;

(5) The date the property is placed in service;

(6) The amount of the § 179D deduction allocated to the designer;

(7) The signatures of the authorized representatives of both the owner of the government-owned building and the designer or the designer's authorized representative; and

(8) A declaration, applicable to the allocation and any accompanying documents, signed by the authorized representative of the owner of the government-owned building, in the following form:

“Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.”

.05 ***Obligations of Designer*****.** Before a designer may claim the § 179D deduction with respect to property installed on or in a government-owned building, the designer must obtain the written allocation described in section 3.04. A designer is not required to attach the allocation to the return on which the deduction is taken. However, § 1.6001-1(a) of the Income Tax Regulations requires that taxpayers maintain such books and records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the taxpayer. Accordingly, a designer claiming a deduction under § 179D should retain the allocation as part of the taxpayer’s records for purposes of§ 1.6001-1(a) of the Income Tax Regulations.

.06 ***Tax Consequences to Designer of Government-Owned Buildings*****.** The maximum amount of the § 179D deduction to be allocated to the designer is the amount of the costs incurred by the owner of the government-owned building to place the energy efficient commercial building property in service. A partial deduction may be allocated and computed in accordance with the procedures set forth in sections 2 and 3 of Notice 2006-52. The designer does not include any amount in income on account of the § 179D deduction allocated to the designer. In addition, the designer is not required to reduce future deductions by an amount equal to the § 179D deduction allocated to the designer. Although reducing future deductions in this manner would provide equivalent treatment for designers that are allocated a § 179D deduction and building owners that are required to reduce the basis of their energy efficient commercial building property by the amount of the § 179D deduction they claim, § 179D does not provide for any reductions other than reductions to the basis of the energy efficient commercial building property.

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Commissioners Court - Regular Session **18.**

Meeting Date: 07/27/2021

Approve the PSA with Engineered Exterior, LLC and authorize the execution of the agreement.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Professional Service Agreement (PSA) with Engineered Exteriors, LLC for the Justice of the Peace Precinct 4 (JP4) Hutto Building Façade Assessment in the amount of $6,900.00 and authorizing the execution of the agreement.

Background

The existing JP4 building in Taylor is structurally failing. In order to provide a temporary space for JP4, The Facilities Department started the design for a temporary interior finish-out of an unoccupied County building in Hutto. But, during the design process the facilities staff discovered significant water intrusion and other issues that may jeopardize the health of the Hutto building occupants and the County's investment in the building. Due to the time critical nature of getting JP4 up and running again, Engineered Exteriors, LLC was selected to assist with the issues due to their specific technical knowledge and experience with forensic building assessments, cost estimating and reporting. The department point of contact Trenton Jacobs. The funding source is P548.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Engineering Services Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/22/2021 09:46 AM
County Judge Exec Asst.	Becky Pruitt	07/22/2021 09:49 AM
Form Started By: Johnny Grimaldo		Started On: 07/21/2021 11:38 AM
Final Approval Date: 07/22/2021		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **JP4 Hutto Building Façade Assessment** ("Project")

ARCHITECT/ ENGINEER: **Engineered Exteriors, LLC** ("A/E")
Nikkie M. Ramm, M.S., P.E., Associate Principal Engineer
13740 Research Blvd., Suite C2
Austin, Texas 78750

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to **conduct an envelope assessment of the existing building façade to determine corrective actions**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.

County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
Texas Accessibility Standards (TAS) of the Architectural Barriers Act, **Article 9102, Texas Civil Statutes**, Effective March 15, 2012, including latest revisions

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2

A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

4.2.1

The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFOMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Six Thousand, Nine Hundred Dollars ($6,900)** hereinafter called the "Basic Fee", plus the amount payable under **Article 7** (Additional Services and Charges).

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Sixty-Nine Dollars ($ 69)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon the method and rates set forth in **Exhibit B**.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required. Furthermore, in no event will County be obligated to compensate A/E for any Additional Services and charges in an amount more than **Two Hundred Seventy-Six Dollars ($ 276)**.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services. For amounts payable under **Article 7** which have not been previously billed or paid, A/E shall submit a sworn statement to County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services provided for by this Agreement which were completed during such calendar month plus the amounts payable under **Article 7** which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of A/E certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

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

Williamson County Facilities Department

Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Engineered Exteriors, LLC
Nickie M. Ramm, M.S., P.E., Associate Principal Engineer
13740 Research Blvd, Suite C2
Austin, TX 78750

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

ARTICLE 10
NOTICE

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

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

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

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: Engineered Exteriors, LLC
13740 Research Blvd, Suite C2
Austin, TX 78750

Attention: Nickie M. Ramm, M.S., P.E.
Associate Principal Engineer

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

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features

of the Basic Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services does not satisfy the terms of this Agreement then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services, including but not limited to the following:

11.1

Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2

Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A** have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. This process shall be repeated until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time,

without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then

County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution

of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3

Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4

Professional Liability Errors and Omissions Insurance in the amount of **$2,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.5 Insurance Company Rating.

Required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.10.1

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any

interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records identifying each individual performing services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual, and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers, and records of A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E 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 A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

30.11 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 County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney

General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement 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 Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
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.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Engineered Exteriors, LLC

By: Nickie Ramm
Signature

Nickie Ramm
Printed Name

Associate Principal Engineer
Title

Date Signed: 7/20/2021

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural, and engineering practices:

SCOPE OF WORK:

Justice of the Peace, Precinct 4
321 Ed Schmidt Blvd
Hutto, Texas 78634
P548

Provide an envelope assessment, recommendations, and an opinion of probable cost for the repair of distressed and failing areas of the entire building with special focus on weather intrusion.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Exhibit C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase Ia - ASSESSMENT – Plans Review and Site Survey

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and review existing drawings provided by County.
B. Review any applicable codes and ordinances.
C. Perform site visit to document existing conditions of the visible elements of the building envelope including, but not limited to: roofs, walls, doors, windows, and any below grade water-proofing.
D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase Ib - REPORTING – Observations, Recommendations, Opinion of Cost

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Provide a PDF (printable) draft Report documenting the following items:
    1. Observations of existing conditions of envelope elements
    2. Descriptions of typical deficiencies and conditions likely to be causing the observed distress and any potential leaks
    3. Recommendations for additional destructive investigations/ test cuts, if needed.
    4. Opinions of Costs for repairs (not including conditions concealed from visible observation)
B. Attend virtual meeting with County to review draft report review comments
C. Provide PDF (printable) final Report in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE / HOURLY RATES

This schedule indicates fees by Phase of the Basic Fee:		**$**	**6,900**	100%
100%	**Engineered Exteriors**	**$**	**6,900**	
Phase Ia - ASSESSMENT		**$**	**3,200**	46%
	Engineered Exteriors	$	3,200	
Phase Ib - REPORTING		**$**	**3,700**	54%
	Engineered Exteriors	$	3,700	

Prime Consultant and Subconsultant individual hourly rate schedules attached below:

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

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

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

Principal Engineer	$190.00 /hr
Associate Principal Engineer	$180.00 /hr
Associate Principal	$175.00 /hr
Senior Engineer	$170.00 /hr
Senior Project Manager	$150.00 /hr
Project Manager	$120.00 /hr
Senior Technician	$90.00 /hr
Technician	$80.00 /hr
Administrative	$60.00 /hr

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Agreement within **Ninety One (91) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Agreement Execution Date	**07/27/21**
Phase Ia - ASSESSMENT	
Perform Site Visit	08/03/21
County written authorization to proceed to next phase	08/06/21
Phase Ib - REPORTING	
Draft Report deliverable	08/20/21
County mark-ups to report draft	08/30/21
Virtual meeting to review draft report and mark-ups	09/06/21
Final Report deliverable	09/13/21
Agreement Termination Date	**10/26/21**

EXHIBIT D

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.

2.2 County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single

room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 County will only reimburse up to a coach price fare for air travel.

5.2 County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of **Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d)**, all expense reimbursement requests must include the following:

7.2.1 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its

contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries, and service

10.11 Transportation/mileage to places of entertainment or similar personal activities

10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available

10.14 Excessive weight baggage fees or cost associated with more than two airline bags

10.15 Auto repairs

10.16 Babysitter fees, kennel costs, pet, or house-sitting fees

10.17 Saunas, massages, or exercise facilities

10.18 Credit card delinquency fees or service fees

10.19 Doctor bills, prescription and other medical services

10.20 Hand tools

10.21 Safety Equipment (hard hats, safety vests, etc.)

10.22 Office Supplies

10.23 Lifetime memberships to any association

10.24 Donations to other entities

10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. gHave not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Engineered Exteriors, LLC

Nickie Ramm
Signature of Certifying Official

Nickie Ramm
Printed Name of Certifying Official

Associate Principal Engineer
Title of Certifying Official

7/20/2021
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Nickie Ramm (Signatory Name) the Vice President (Signatory Title) of Engineered Exteriors, LLC (Entity Name), on behalf of said firm.

NOTARY PUBLIC STATE OF TEXAS
Timothy Paul Haines
My Commission Expires
11/06/2023
ID No. 130433574

Notary Public in and for the
State of Texas

My commission expires: 11/06/23

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session **19.**

Meeting Date: 07/27/2021

Termination Agreement with Steinbomer & Associates, Architect, Inc.

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a mutual Agreement to Terminate First Amended and Restated Agreement for Architectural and Engineering Services for Small Project Architectural Services between Williamson County and Steinbomer & Associates, Architect, Inc.

Background

Williamson County executed the First Amended and Restated Agreement for Architectural and Engineering Services with Steinbomer & Associates, Architect, Inc. on November 24, 2020, to provide services at the Williamson County Justice Center (P515). On July 20, 2021, both parties agreed to mutually terminate said Agreement as well as Work Authorization 5 for the same project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Steinbomer Termination Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/21/2021 04:39 PM
Form Started By: Wendy Danzoy		Started On: 07/21/2021 02:27 PM
Final Approval Date: 07/21/2021		

AGREEMENT TO TERMINATE
FIRST AMENDED AND RESTATED AGREEMENT
FOR ARCHITECTURAL AND ENGINEERING SERVICES

PROJECT:	**Small Project Architectural Services**	("Project")
ARCHITECT/ ENGINEER:	**Steinbomer & Associates, Architect, Inc.** Jed Duhon, Principal P.O. Box 66878 Austin, TX 78766	("A/E")
COUNTY'S DESIGNATED REPRESENTATIVE:	**Williamson County Facilities Department** Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78626	

THIS AGREEMENT TO TERMINATE that certain **First Amended and Restated Agreement for Architectural and Engineering Services** ("Termination") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E are parties to that certain **First Amended and Restated Agreement for Architectural and Engineering Services**, being executed by A/E on November 18, 2020 and by County on November 24, 2020, ("Agreement") wherein A/E agreed to provide certain professional services in connection with the Project;

WHEREAS, County and A/E desire to terminate the Agreement as of the Effective Date set out herein below.

NOW, THEREFORE, County and A/E, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, do mutually agree as follows:

ARTICLE 1
TERMINATION OF AGREEMENT

1.1 Termination.
On the terms set forth herein, County and A/E mutually agree to terminate the Agreement.

1.2 Effective Date of Termination.
The Effective Date of Termination shall be **July 20, 2021.**

1.3 Obligations Prior to Termination.
Prior to 11:59 pm on the Effective Date of Termination, County and A/E shall continue to comply with all terms of the Agreement and with **Work Authorization No. 5** that was executed and ongoing as of the date of this Termination.

1.4 Obligations Following Termination.
County and A/E shall have no continued obligations, with the exception of any obligations identified as surviving termination in the Agreement or Work Authorization No. 5.

ARTICLE 2
GENERAL PROVISIONS

2.1 Entire Agreement.
County and A/E acknowledge that this Termination embodies the entire agreement and understanding between them with respect to the Project and supersedes any prior Agreements, Amendments, Work Authorizations, and Supplemental Work Authorizations relating to the Project. This Termination may not be altered, modified, or discharged except by a writing signed by the party against whom such alteration, modification, or discharge is sought.

2.2 Identical Counterparts.
This Termination may be executed in one or more counterparts, each of which shall, for all purposes, be deemed to be an original and all of which shall collectively constitute the same instrument, but in making proof of this Termination, only one such counterpart need be produced or accounted for.

2.3 Representation and Construction.
By executing this Termination, County and A/E acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination. This Termination shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Termination or any provision contained herein.

2.4 Amendments, Work Authorizations and Supplemental Work Authorizations. For purposes of this Termination, the term of **Work Authorization No. 5** shall also terminate as of the Effective Date of Termination.

ARTICLE 3
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Termination and that he/she has full and complete authority to enter into this Termination on behalf of the firm.

IN WITNESS WHEREOF, County has caused this Termination to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND OR MODIFY THIS TERMINATION, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:

Steinbomer & Associates, Architects, Inc.

By: Jennifer Vrazel
Signature

Jennifer Vrazel
Printed Name

principal
Title

Date Signed: 7.20.21

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

Commissioners Court - Regular Session **20.**

Meeting Date: 07/27/2021

Final plat for the Santa Rita Ranch Ph 2A Sec 1 subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 2A Section 1 subdivision – Precinct 3.

Background

This is the next section of the Santa Rita Ranch Phase 2A development. It consists of 1 Amenity Center/PUE/open space lot, 1 DE/open space lot and 2,763 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $10,738,783.75 has been posted with the County to cover the total cost of the remaining construction for Santa Rita Ranch Phase 2A, Sections 1, 2 & 3.

Timeline

2019-12-19 – initial submittal of the final plat
2020-01-17 – 1st review complete with comments
2021-07-06 – 2nd submittal of final plat
2021-07-07 – receipt of financial security for the amount of the remaining construction
2021-07-14 – 2nd review complete with comments clear
2021-07-21 – receipt of final plat with signatures
2021-07-22 – final plat placed on the July 27, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

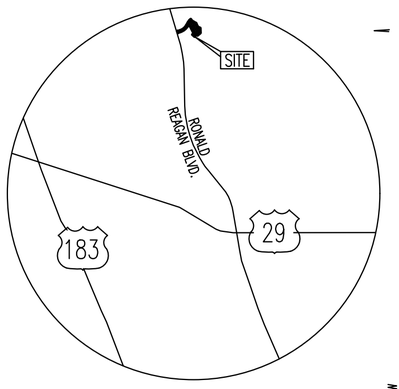
Attachments

Final Plat Santa Rita Ranch Ph 2A Sec 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 11:57 AM
Form Started By: Adam Boatright		Started On: 07/22/2021 11:19 AM
Final Approval Date: 07/22/2021		

SANTA RITA RANCH PHASE 2A SECTION 1
FINAL PLAT



DATE: JULY 12, 2021

OWNER:
SRFV DEVELOPMENT, LLC.
1700 CROSS CREEK DRIVE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SRFV DEVELOPMENT, LLC.
1700 CROSS CREEK DRIVE, STE. 100
LIBERTY HILL, TX 78642

SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

ENGINEER:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

TOTAL ACREAGE: 18.765 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417

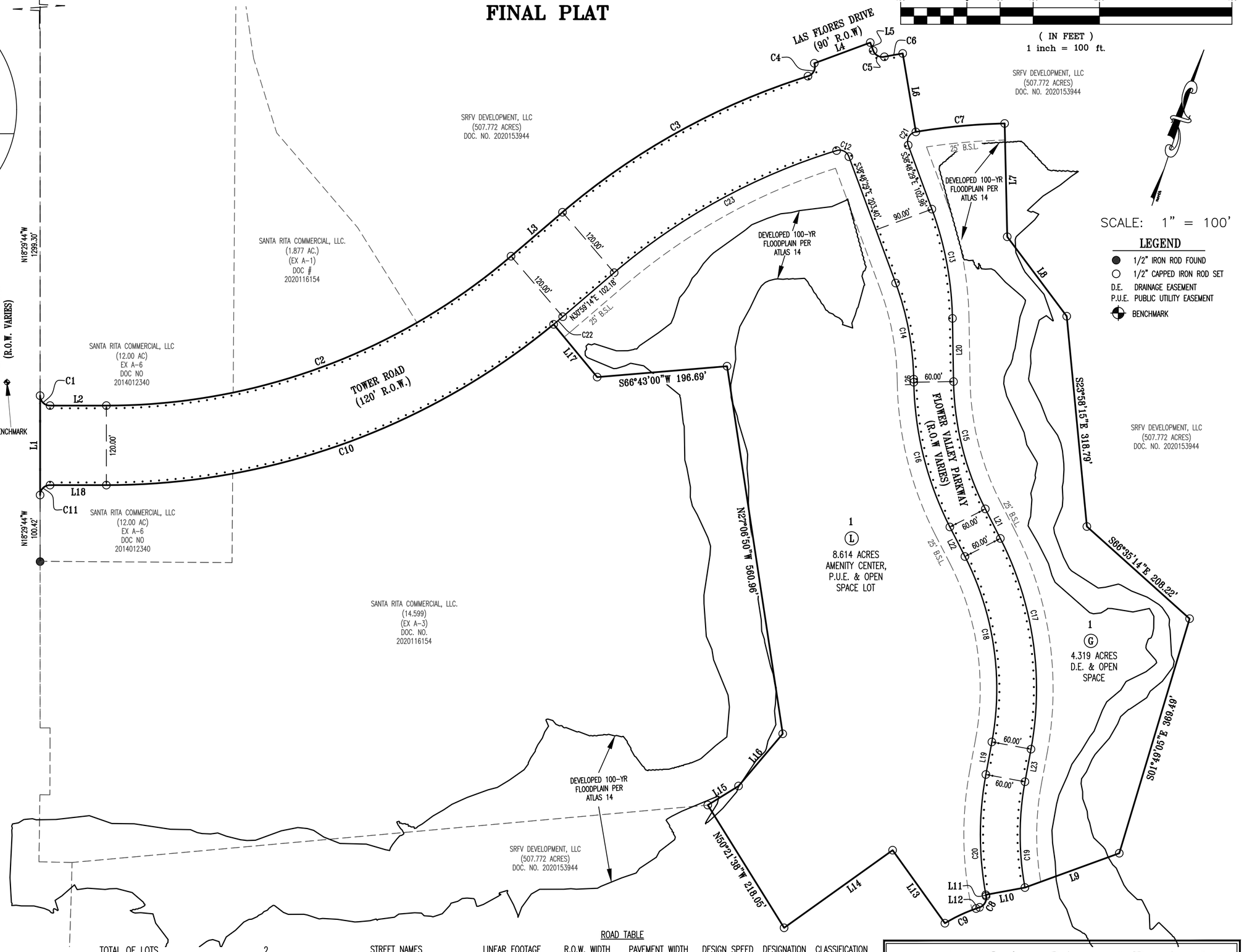
F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

BENCHMARK
N. 10219838.47'
E. 3079718.47
ELEV. = 902.77

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

SCALE: 1" = 100'

LEGEND
- 1/2" IRON ROD FOUND
- 1/2" CAPPED IRON ROD SET
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- BENCHMARK



TOTAL OF LOTS	2
P.U.E. & OPEN SPACE LOTS	1
D.E. & OPEN SPACE LOTS	1

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
TOWER ROAD	1,451'	120' R.O.W.	74' FOC-FOC	45 M.P.H.	PUBLIC	ARTERIAL
FLOWER VALLEY PARKWAY	1,232'	R.O.W. VARIES	40' FOC-FOC	35 M.P.H.	PUBLIC	COLLECTOR
LAS FLORES DRIVE	80'	90' R.O.W.	60' FOC-FOC	25 M.P.H.	PUBLIC	COLLECTOR
TOTAL	2,763'					

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J:\AC3D\5164\SURVEY\SANTA RITA RANCH, PHASE 2A, SECTION 1 PLAT.dwg

SANTA RITA RANCH PHASE 2A SECTION 1
FINAL PLAT

MEETS AND BOUNDS

BEING ALL OF THAT CERTAIN 18.765 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 507.772 ACRE TRACT CONVEYED TO SRFV DEVELOPMENT, LLC IN DOCUMENT NUMBER 2020153944, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 18.765 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF A CALLED 12.00 ACRE TRACT OF LAND (EXHIBIT A-6) CONVEYED TO SANTA RITA COMMERCIAL, LLC IN DOCUMENT NUMBER 2014012340, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING AT A NORTHWEST CORNER OF A CALLED 14.599 ACRE TRACT OF LAND CONVEYED TO SANTA RITA COMMERCIAL, LLC, SAME BEING IN THE EAST RIGHT-OF-WAY LINE OF RONALD REAGAN BOULEVARD (R.O.W. VARIES), FOR THE POINT OF COMMENCEMENT OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N18°29'44"W, WITH THE COMMON LINE OF SAID 12.00 ACRE TRACT AND SAID RONALD REAGAN BOULEVARD, A DISTANCE OF 100.42 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR A SOUTHWESTERN CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, N18°29'44"W, CONTINUING WITH THE COMMON LINE OF SAID 12.00 ACRE TRACT AND SAID RONALD REAGAN BOULEVARD, A DISTANCE OF 150.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR A NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, BEING AT THE BEGINNING OF A CURVE TO THE LEFT, AND FROM WHICH A 1/2 INCH IRON ROD FOUND IN THE EAST LINE OF SAID RONALD REAGAN BOULEVARD AND BEING IN THE WEST LINE OF SAID 12.00 ACRE TRACT OF LAND, BEARS N18°29'44"W, A DISTANCE OF 1299.30 FEET,

THENCE, OVER AND ACROSS SAID 12.00 ACRE TRACT, WITH THE SOUTH LINE OF A CALLED 1.877 ACRE TRACT OF LAND (EXHIBIT A-1) CONVEYED TO SANTA RITA COMMERCIAL, LLC IN DOCUMENT NUMBER 2020116154, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND OVER AND ACROSS SAID 507.772 ACRE TRACT OF LAND, THE FOLLOWING TWENTY-SIX (26) COURSES AND DISTANCES, NUMBERED 1 THROUGH 26,

1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S63°29'46"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2) N71°30'12"E, A DISTANCE OF 85.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
3) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 940.00 FEET, AN ARC LENGTH OF 664.71 FEET, AND A CHORD THAT BEARS N51°14'43"E, A DISTANCE OF 650.95 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4) N30°59'14"E, A DISTANCE OF 102.18 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
5) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1060.00 FEET, AN ARC LENGTH OF 426.36 FEET, AND A CHORD THAT BEARS N42°30'37"E, A DISTANCE OF 423.50 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
6) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.31 FEET, AND A CHORD THAT BEARS N07°36'45"E, A DISTANCE OF 21.73 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
7) N51°11'31"E, A DISTANCE OF 90.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
8) S38°48'29"E, A DISTANCE OF 12.74 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
9) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.13 FEET, AND A CHORD THAT BEARS S79°10'11"E, A DISTANCE OF 19.43 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
10) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1060.00 FEET, AN ARC LENGTH OF 28.14 FEET, AND A CHORD THAT BEARS N61°13'44"E, A DISTANCE OF 28.14 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
11) S28°00'38"E, A DISTANCE OF 120.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
12) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 940.00 FEET, AN ARC LENGTH OF 134.69 FEET, AND A CHORD THAT BEARS N66°05'40"E, A DISTANCE OF 134.58 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
13) S19°48'02"E, A DISTANCE OF 171.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
14) S55°18'50"E, A DISTANCE OF 149.77 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
15) S23°58'15"E, A DISTANCE OF 318.79 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
16) S66°35'14"E, A DISTANCE OF 208.22 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
17) S01°49'05"E, A DISTANCE OF 369.49 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
18) S51°29'54"W, A DISTANCE OF 151.53 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
19) S61°04'13"W, A DISTANCE OF 60.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
20) S29°02'44"E, A DISTANCE OF 2.02 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
21) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.37 FEET, AND A CHORD THAT BEARS S11°39'07"W, A DISTANCE OF 19.61 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
22) S52°27'54"W, A DISTANCE OF 5.53 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
23) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 240.00 FEET, AN ARC LENGTH OF 52.19 FEET, AND A CHORD THAT BEARS S46°14'09"W, A DISTANCE OF 52.09 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
24) N54°04'24"W, A DISTANCE OF 135.61 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
25) S35°55'36"W, A DISTANCE OF 201.33 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
26) N50°21'38"W, A DISTANCE OF 218.05 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A WESTERN CORNER OF SAID 507.772 ACRE TRACT OF LAND, BEING AT A SOUTHEASTERN CORNER OF SAID 14.599 ACRE TRACT OF LAND, FOR A WESTERN CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID 507.772 ACRE TRACT OF LAND, AND SAID 14.599 ACRE TRACT OF LAND, AND OVER AND ACROSS SAID 12.00 ACRE TRACT OF LAND, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

1) N39°38'22"E, A DISTANCE OF 54.56 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2) N21°46'07"E, A DISTANCE OF 103.27 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3) N27°06'50"W, A DISTANCE OF 560.96 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4) S66°43'00"W, A DISTANCE OF 196.69 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
5) N58°02'32"W, A DISTANCE OF 103.29 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
6) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1060.00 FEET, AN ARC LENGTH OF 731.61 FEET, AND A CHORD THAT BEARS S51°43'50"W, A DISTANCE OF 717.18 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
7) S71°30'12"W, A DISTANCE OF 85.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT, AND
8) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S26°30'14"W, A DISTANCE OF 21.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.765 ACRES OF LAND.

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS AND EASMENTS AS HSOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE MINIMUM FINISHED FLOOR ELEVATION FOR THE BUILDINGS ASSOCIATED WITH THE FUTURE AMENITY CENTER WILL BE DETERMINED AT THE SITE PLAN PHASE BY ADDING ONE (1) FOOT TO THE LOWEST BASE FLOOD ELEVATION (BFE) ADJACENT TO THE BUILDING. THE BASE FLOOD ELEVATIONS WERE DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., FOR THE SANTA RITA RANCH PHASE 2A PRELIIMINARY PLAT, DATED FEBRUARY 5, 2020.
4. 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.
5. NO STRUCTURE OR LAND SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR LOT 1 BLOCK A, AND LOT 1 BLOCK B.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19C/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19C/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. LOT 1A AND LOT 1B SHALL ONLY TAKE ACCESS TO FLOWER VALLEY PARKWAY AND NOT TOWER ROAD.
5. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
6. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
7. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
8. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	23.56	15.00	S63°29'46"E	21.21	15.00	90°00'03"
C2	664.71	940.00	N51°14'43"E	650.95	346.94	40°30'59"
C3	426.36	1060.00	N42°30'37"E	423.50	216.10	23°02'46"
C4	24.31	15.00	N07°36'45"E	21.73	15.76	92°50'29"
C5	21.13	15.00	S79°10'11"E	19.43	12.75	80°43'25"
C6	28.14	1060.00	N61°13'44"E	28.14	14.07	1°31'16"
C7	134.69	940.00	N66°05'40"E	134.58	67.46	8°12'36"
C8	21.37	15.00	S11°39'07"W	19.61	12.95	81°37'34"
C9	52.19	240.00	S46°14'09"W	52.09	26.20	12°27'33"
C10	731.61	1060.00	S51°43'50"W	717.18	381.05	39°32'44"
C11	23.56	15.00	S26°30'14"W	21.21	15.00	89°59'57"
C12	22.70	15.00	N82°09'24"W	20.59	14.16	86°41'51"
C13	168.55	500.00	N29°09'04"W	167.75	85.08	19°18'51"
C14	148.32	440.00	N29°09'04"W	147.62	74.87	19°18'51"
C15	199.81	440.00	S32°30'12"E	198.10	101.66	26°01'09"
C16	227.06	500.00	S32°30'12"E	225.11	115.52	26°01'09"
C17	327.18	500.00	N26°46'02"W	321.37	169.69	37°29'30"
C18	287.92	440.00	N26°46'02"W	282.81	149.32	37°29'30"
C19	160.57	440.00	S18°28'32"E	159.68	81.19	20°54'30"
C20	182.46	500.00	S18°28'32"E	181.45	92.26	20°54'30"
C21	26.39	15.00	S11°35'26"W	23.11	18.13	100°47'51"
C22	17.96	1060.00	N31°28'21"E	17.96	8.98	0°58'15"
C23	385.66	940.00	S42°44'27"W	382.96	195.58	23°30'26"

Line Table

Line #	Length	Direction
L1	150.00	N18°29'44"W
L2	85.00	N71°30'12"E
L3	102.18	N30°59'14"E
L4	90.00	N51°11'31"E
L5	12.74	S38°48'29"E
L6	120.00	S28°00'38"E
L7	171.00	S19°48'02"E
L8	149.77	S55°18'50"E
L9	151.53	S51°29'54"W
L10	60.00	S61°04'13"W
L11	2.02	S29°02'44"E
L12	5.53	S52°27'54"W

Line Table

Line #	Length	Direction
L13	135.61	N54°04'24"W
L14	201.33	S35°55'36"W
L15	54.56	N39°38'22"E
L16	103.27	N21°46'07"E
L17	103.29	N58°02'32"W
L18	85.00	S71°30'12"W
L19	50.00	S08°01'17"E
L20	95.35	S19°29'38"E
L21	50.00	S45°30'47"E
L22	50.00	S45°30'47"E
L23	50.00	S08°01'17"E
L26	4.65	S19°29'38"E

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: AC3D\5164\SURVEY\SANTA RITA RANCH, PHASE 2A, SECTION 1 PLAT.dwg

SANTA RITA RANCH PHASE 2A SECTION 1
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SRFV DEVELOPMENT, LLC, OWNER THAT CERTAIN CALLED 507.772 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2020153944, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, ALL OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE, SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH PHASE 2A SECTION 1"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 14th DAY OF July, 2021.

SRFV DEVELOPMENT, LLC.
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 14th DAY OF July, 2021 A.D.

Susan O. Martin
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: Steven P. Cates 7/15/2021
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: 15Jul2021
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF A DEED OF TRUST LIEN SECURED BY THE PROPERTY DATED DECEMBER 7, 2020 OF RECORD AS DOCUMENT NO. 2020154755, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: JASON RANGEL
TITLE: FIRST VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15th DAY OF July, A.D., 2021

BY: Araceli Hernandez
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Araceli Hernández
MY COMMISSION EXPIRES 6-2-2024

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

CITY OF LIBERTY HILL APPROVAL

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WIH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

Lacie Hale 7/20/2021
LACIE HALE, CITY ADMINISTRATOR DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME & 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 15 DAY OF July, 2021 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS
PRINTED NAME Cindy Bridges

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, ____.M., AND DULY RECORDED THIS THE____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, ____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

PRINTED NAME:_____

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: AC3D\5164\SURVEY\SANTA RITA RANCH, PHASE 2A, SECTION 1 PLAT.dwg

Commissioners Court - Regular Session **21.**

Meeting Date: 07/27/2021

Final plat for the Santa Rita Ranch Ph 2A Sec 2 subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 2A Section 2 subdivision – Precinct 3.

Background

This is the next section of the Santa Rita Ranch Phase 2A development. It consists of 9 single family lots, 1 drainage easement/landscape/open space lot and 456 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $10,738,783.75 has been posted with the County to cover the total cost of the remaining construction for Santa Rita Ranch Phase 2A, Sections 1, 2 & 3.

Timeline

2020-01-17 – initial submittal of the final plat
2020-02-14 – 1st review complete with comments
2021-07-07 – 2nd submittal of final plat
2021-07-07 – receipt of financial security for the amount of the remaining construction
2021-07-14 – 2nd review complete with comments clear
2021-07-21 – receipt of final plat with signatures
2021-07-22 – final plat placed on the July 27, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

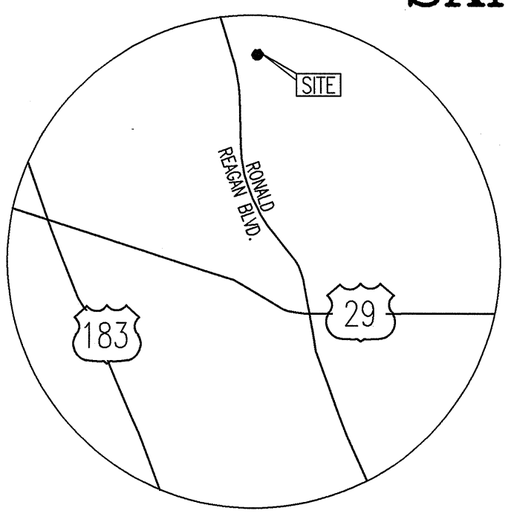
final plat - Santa Rita Ranch Ph 2A Sec 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 11:59 AM
Form Started By: Adam Boatright		Started On: 07/22/2021 11:22 AM
Final Approval Date: 07/22/2021		

SANTA RITA RANCH PHASE 2A SECTION 2

FINAL PLAT



SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

DATE: JULY 15, 2021

OWNER:
SRFV DEVELOPMENT, LLC.
1700 CROSS CREEK DRIVE, STE. 100
LIBERTY HILL, TX 78642

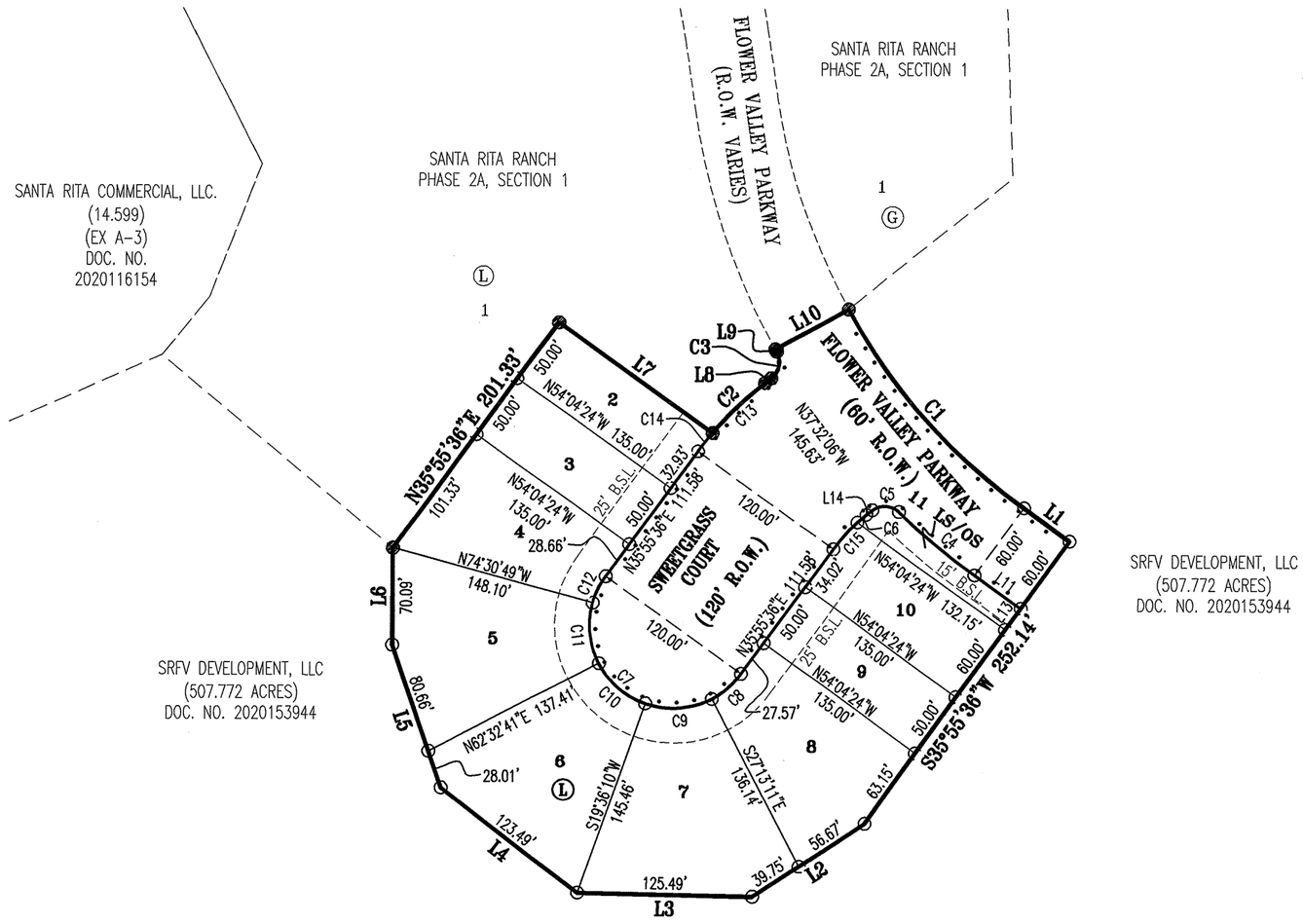
DEVELOPER:
SRFV DEVELOPMENT, LLC.
1700 CROSS CREEK DRIVE, STE. 100
LIBERTY HILL, TX 78642

SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

ENGINEER:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

TOTAL ACREAGE: 3.142 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008



LEGEND

- CAPPED 1/2" IRON ROD SET
- CAPPED 1/2" IRON ROD FOUND
- 1 LOT NUMBER
- (A) BLOCK DESIGNATION
- B.S.L BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- L.S. LANDSCAPE LOT
- O.S. OPEN SPACE
- • • • SIDEWALK CENTERLINE

Line Table		
Line #	Length	Direction
L1	40.94	S54°04'24"E
L2	96.42	S56°36'31"W
L3	125.49	N88°44'53"W
L4	123.49	N52°02'12"W
L5	108.67	N18°29'32"W
L6	70.09	N00°10'22"E
L7	135.61	S54°04'24"E
L8	5.53	N52°27'54"E
L9	2.02	N29°02'44"W
L10	60.00	N61°04'13"E
L11	40.94	N54°04'24"W
L13	18.99	N35°55'36"E
L14	5.54	N52°27'54"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	193.09	440.00	S41°30'05"E	191.54	98.12	25°08'37"
C2	52.19	240.00	N46°14'09"E	52.09	26.20	12°27'33"
C3	21.37	15.00	N11°39'07"E	19.61	12.95	81°37'34"
C4	71.25	500.00	S49°59'28"E	71.19	35.68	8°09'52"
C5	21.37	15.00	N86°43'19"W	19.61	12.95	81°37'34"
C6	8.45	120.00	S50°26'56"W	8.44	4.22	4°01'57"
C7	188.50	60.00	S54°04'24"E	120.00	INFINITY	180°00'00"
C8	28.12	60.00	S49°21'13"W	27.86	14.32	26°51'13"
C9	49.03	60.00	S86°11'30"W	47.68	25.98	46°49'21"
C10	44.97	60.00	N48°55'35"W	43.92	23.60	42°56'31"
C11	44.97	60.00	N05°59'04"W	43.92	23.60	42°56'31"
C12	21.41	60.00	N25°42'24"E	21.29	10.82	20°26'25"
C13	52.19	240.00	S46°14'09"W	52.09	26.20	12°27'33"
C14	17.09	240.00	S37°57'59"W	17.08	8.55	4°04'46"
C15	26.19	120.00	S42°10'46"W	26.14	13.15	12°30'21"

TOTAL OF LOTS	10
RESIDENTIAL LOTS	9
P.U.E., L.S, & OPEN SPACE LOTS	1

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
SWEET GRASS LANE	209'	120' R.O.W.	100' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
FLOWER VALLEY PRKWY	247'	60' R.O.W.	40' FOC-FOC	35 M.P.H.	PUBLIC	COLLECTOR
TOTAL	456'					

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.
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Civil Engineering ◆ Surveying
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Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J:AC3D\5165\PLAT- SANTA RITA RANCH 2A-2.DWG

SANTA RITA RANCH PHASE 2A SECTION 2
FINAL PLAT

MEETS AND BOUNDS

BEING ALL OF THAT CERTAIN 3.142 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 507.772 ACRE TRACT CONVEYED SRFV DEVELOPMENT, LLC. IN DOCUMENT NUMBER 2020153944, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.142 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF LOT 1, BLOCK B, SANTA RITA RANCH, PHASE 2A, SECTION 1, BEING AT THE EAST TERMINUS OF HOMESTEAD PARKWAY (R.O.W. VARIES), SAME BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR A NORTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, OVER AND ACROSS SAID 507.772 ACRE TRACT, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 440.00 FEET, AN ARC LENGTH OF 193.09 FEET, AND A CHORD THAT BEARS S41°30'05"E, A DISTANCE OF 191.54 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2) S54°04'24"E, A DISTANCE OF 40.94 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
3) S35°55'36"W, A DISTANCE OF 252.14 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4) S56°36'31"W, A DISTANCE OF 96.42 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
5) N88°44'53"W, A DISTANCE OF 125.49 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
6) N52°02'12"W, A DISTANCE OF 123.49 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
7) N18°29'32"W, A DISTANCE OF 108.67 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND
8) N00°10'22"E, A DISTANCE OF 70.09 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF LOT 1, BLOCK A, OF SAID SANTA RITA RANCH, PHASE 2A, SECTION 1, FOR A WESTERN CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE SOUTH LINE OF SAID LOT 1, BLOCK A, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

1) N35°55'36"E, A DISTANCE OF 201.33 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
2) S54°04'24"E, A DISTANCE OF 135.61 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 240.00 FEET, AN ARC LENGTH OF 52.19 FEET, AND A CHORD THAT BEARS N46°14'09"E, A DISTANCE OF 52.09 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
4) N52°27'54"E, A DISTANCE OF 5.53 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT, AND
5) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.37 FEET, AND A CHORD THAT BEARS N11°39'07"E, A DISTANCE OF 19.61 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
6) N29°02'44"W, A DISTANCE OF 2.02 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE WEST TERMINUS OF SAID HOMESTEAD PARKWAY, BEING AT A SOUTHEAST CORNER OF SAID LOT 1, BLOCK A, FOR A NORTHERN CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N61°04'13"E, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.142 ACRES OF LAND.

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19C/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19C/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J:\AC3D\5165\PLAT- SANTA RITA RANCH 2A-2.DWG

SANTA RITA RANCH PHASE 2A SECTION 2
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SRFV DEVELOPMENT, LLC, OWNER THAT CERTAIN CALLED 507.772 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2020153944, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, ALL OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE, SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH PHASE 2A SECTION 2"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 14th DAY OF July, 2021.

SRFV DEVELOPMENT, LLC.
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 14th DAY OF July, 2021 A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF TWO DEEDS OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____

PRINTED NAME: Jason Rangel

TITLE: First Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15 DAY OF July, A.D., 2021.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernandez

MY COMMISSION EXPIRES: 6-2-2024

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 7/15/2021
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 15 JULY 2021
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

CITY OF LIBERTY HILL APPROVAL

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WIH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 7/20/2021
LACIE HALE, CITY ADMINISTRATOR DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME & 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 15 DAY OF July, 2021 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ , 20___ A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE_____ DAY OF _____, 20___ A.D., AT _____ O'CLOCK, _____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

PRINTED NAME:_____

SHEET NO. 3 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: AC3D\5165\PLAT- SANTA RITA RANCH 2A-2.DWG

Commissioners Court - Regular Session **22.**

Meeting Date: 07/27/2021

Final plat for the Santa Rita Ranch Ph 2A Sec 3 subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 2A Section 3 subdivision – Precinct 3.

Background

This is the next section of the Santa Rita Ranch Phase 2A development. It consists of 107 single family lots, 3 greenbelt/PUE/drainage easement lots and 4,972 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $10,738,783.75 has been posted with the County to cover the total cost of the remaining construction for Santa Rita Ranch Phase 2A, Sections 1, 2 & 3.

Timeline

2020-02-14 – initial submittal of the final plat
2020-03-13 – 1st review complete with comments
2021-07-07 – receipt of financial security for the amount of the remaining construction
2021-07-08 – 2nd submittal of final plat
2021-07-14 – 2nd review complete with minor comments
2021-07-21 – 3rd submittal of final plat with signatures
2021-07-21 – 3rd review complete with comments clear
2021-07-22 – final plat placed on the July 27, 2021 Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

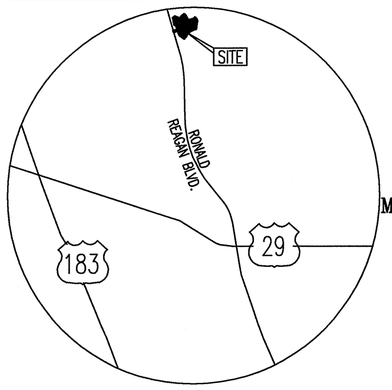
final plat - Santa Rita Ranch Ph 2A Sec 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 12:00 PM
Form Started By: Adam Boatright		Started On: 07/22/2021 11:26 AM
Final Approval Date: 07/22/2021		

SANTA RITA RANCH PHASE 2A SECTION 3

FINAL PLAT



DATE: JULY 15, 2021

OWNER:
SRFV DEVELOPMENT, LLC.
1700 CROSS CREEK DRIVE, STE. 100
LIBERTY HILL, TX 78642

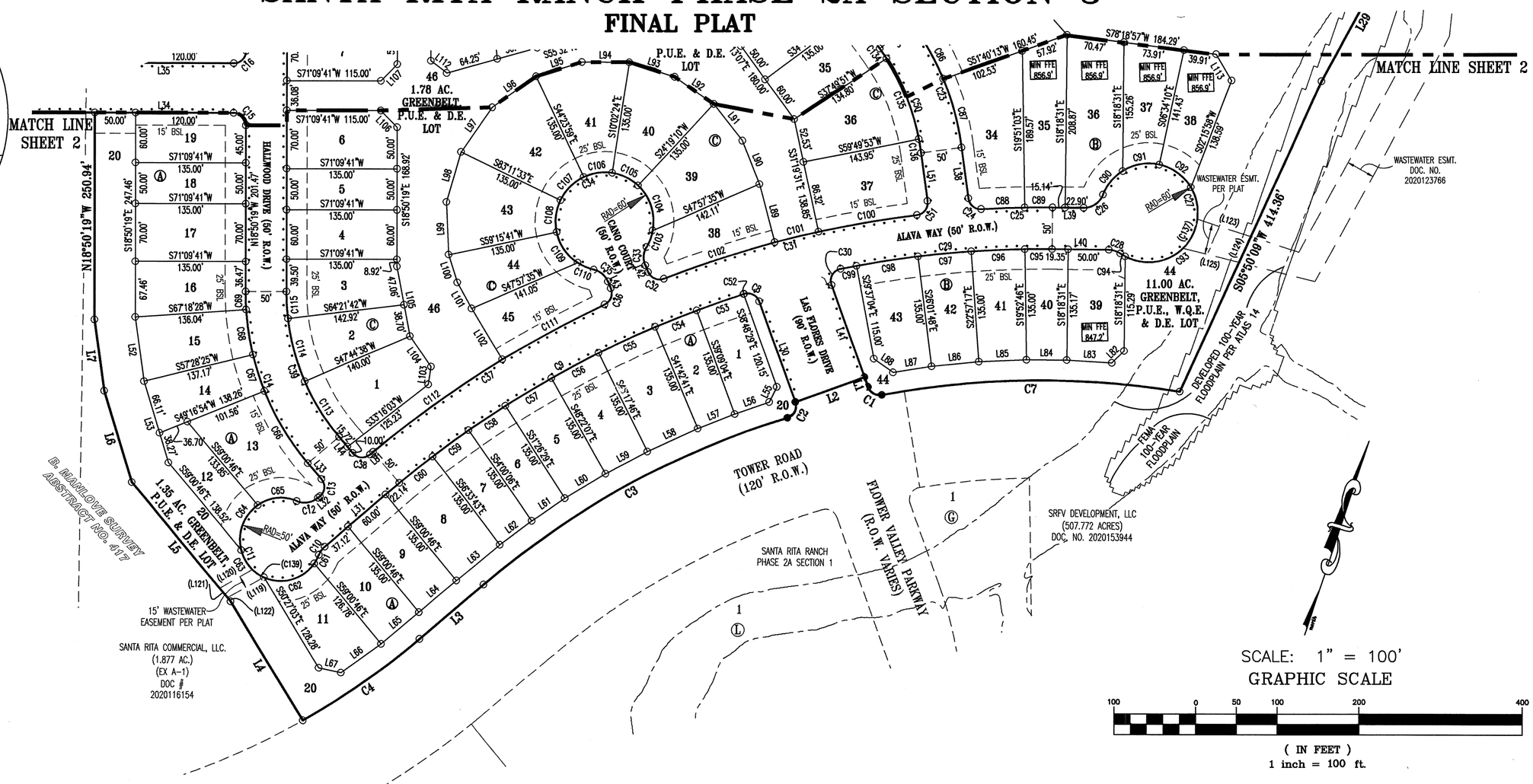
DEVELOPER:
SRFV DEVELOPMENT, LLC.
1700 CROSS CREEK DRIVE, STE. 100
LIBERTY HILL, TX 78642

SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

ENGINEER:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

TOTAL ACREAGE: 42.200 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008



SCALE: 1" = 100'
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

◆	BENCHMARK	P.U.E.	PUBLIC UTILITY EASEMENT
●	CAPPED 1/2" IRON ROD SET	D.E.	DRAINAGE EASEMENT
○	CAPPED 1/2" IRON ROD FOUND	W.Q.E.	WATER QUALITY EASEMENT
1	LOT NUMBER	L.S.E.	LANDSCAPE EASEMENT
Ⓐ	BLOCK DESIGNATION	.....	APPROXIMATE LOCATION OF PROPOSED SIDEWALK
B.S.L.	BUILDING SETBACK LINE	MIN FFE XXX.X	MINIMUM FINISHED FLOOR ELEVATION

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LEINS

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., DATED FEBRUARY 11, 2020.
4. 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.
5. NO STRUCTURE OR LAND SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR LOTS 12-33 AND 35-39, BLOCK B.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19C/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19C/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
OAKLEY PASS	1,442'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
ALAVA WAY	1,193'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
HALLWOOD DRIVE	1,160	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
ARTWATER STREET	518'	60' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	COLLECTOR
BRENA COVE	376'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
LAS FLORES DRIVE	166'	90' R.O.W.	60' FOC-FOC	25 M.P.H.	PUBLIC	COLLECTOR
CANO COURT	117'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	4,972'					

TOTAL OF LOTS	110
SINGLE FAMILY LOTS:	107
GREENBELT, P.U.E. & D.E. LOTS:	3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: AC3D\5166\SURVEY\SANTA RITA RANCH, PHASE 2A, SECTION 3 PLAT.dwg

SANTA RITA RANCH PHASE 2A SECTION 3
FINAL PLAT

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

SCALE: 1" = 100'

LEGEND

- BENCHMARK
- CAPPED 1/2" IRON ROD SET
- CAPPED 1/2" IRON ROD FOUND
- 1 LOT NUMBER
- (A) BLOCK DESIGNATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- ..... APPROXIMATE LOCATION OF PROPOSED SIDEWALK
- MIN FFE XXX.X' MINIMUM FINISHED FLOOR ELEVATION

REAGAN RIVER HOLDINGS, LTD.
(8.126 AC)
TRACT 2
DOC. NO
2021011817

44
11.00 AC.
GREENBELT,
P.U.E., W.Q.E.
& D.E. LOT

15' WASTEWATER EASEMENT PER PLAT

OAKLEY PASS (50' R.O.W.)

HALWOOD DRIVE (60' R.O.W.)

BRENA COVE (50' R.O.W.)

ARTWATER STREET (60' R.O.W.)

ALAVA WAY (50' R.O.W.)

CANO COVE (60' R.O.W.)

1.78 AC.
GREENBELT,
P.U.E. & D.E.
LOT

SANTA RITA COMMERCIAL, LLC.
(1.877 AC.)
(EX A-1)
DOC #
2020116154

SANTA RITA COMMERCIAL, LLC
(12.00 AC)
EX A-6
DOC NO
2014012340

RONALD REAGAN BLVD.
(R.O.W. VARIES)

FEMA 100-YEAR FLOODPLAIN

DEVELOPED 100-YEAR FLOODPLAIN PER ATLAS 14

B. MANLOVE SURVEY
ABSTRACT NO. 417

PROPOSED 100-YR W.S.E.=855.9' PER ATLAS 14

WASTEWATER ESMT. PER PLAT

MATCH LINE SHEET 1

N71°09'41"E 292.57'

S71°09'41"W 293.11'

N18°50'19"W 250.94'

S20°44'49"W 491.08'

N47°39'30"E 212.81'

N78°41'50"E 268.56'

S39°27'30"E 205.75'

N50°09'00"W 414.36'

Carlson, Brigance & Doering, Inc.
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PATH-J:AC3D\5166\SURVEY\SANTA RITA RANCH, PHASE 2A, SECTION 3 PLAT.dwg

SANTA RITA RANCH PHASE 2A SECTION 3
FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	21.13	15.00	N79°10'11"W	19.43	12.75	80°43'25"
C2	24.31	15.00	S07°36'45"W	21.73	15.76	92°50'29"
C3	426.36	1060.00	S42°30'37"W	423.50	216.10	23°02'46"
C4	174.02	940.00	S36°17'27"W	173.77	87.26	10°36'26"
C5	23.47	15.00	S26°19'58"W	21.15	14.91	89°39'25"
C6	23.65	15.00	S63°40'02"E	21.28	15.09	90°20'35"
C7	366.23	1060.00	S70°21'58"W	364.41	184.96	19°47'44"
C8	22.90	15.00	N82°32'27"W	20.74	14.35	87°27'56"
C9	484.19	1220.00	N42°21'25"E	481.02	245.32	22°44'22"
C10	12.37	25.00	N16°48'30"E	12.25	6.32	28°21'27"
C11	236.84	50.00	N41°40'14"W	69.84	48.79	271°24'00"
C12	27.51	25.00	N62°30'30"E	26.14	15.33	63°02'32"
C13	23.56	15.00	N14°00'46"W	21.21	15.00	90°00'00"
C14	227.88	325.00	N38°55'33"W	223.24	118.85	40°10'27"
C15	23.56	15.00	N63°50'19"W	21.21	15.00	90°00'00"
C16	23.56	15.00	N26°09'41"E	21.21	15.00	90°00'00"
C17	84.96	325.00	N11°20'59"W	84.72	42.72	14°58'40"
C18	23.56	15.00	N48°51'39"W	21.21	15.00	90°00'00"
C19	17.73	25.00	N65°49'09"E	17.36	9.26	40°38'25"
C20	299.45	60.00	N08°28'33"E	72.26	45.25	285°57'13"
C21	28.50	25.00	N61°12'15"W	26.98	16.02	65°18'48"
C22	219.19	325.00	N74°32'22"W	215.06	113.95	38°38'33"
C23	162.19	325.00	N40°55'19"W	160.51	82.82	28°35'35"
C24	22.42	15.00	S69°26'13"E	20.39	13.90	85°37'23"
C25	87.33	1270.00	N69°43'17"E	87.32	43.68	3°56'24"
C26	30.25	25.00	N37°01'31"E	28.44	17.29	69°19'58"
C27	297.29	60.00	N35°41'41"W	73.97	46.97	283°53'35"
C28	15.08	25.00	N88°58'18"E	14.85	7.78	34°33'37"
C29	260.44	1220.00	N65°34'33"E	259.95	130.72	12°13'53"
C30	25.73	15.00	N10°19'34"E	22.69	17.34	98°16'06"
C31	320.00	1270.00	N56°57'43"E	319.15	160.85	14°26'11"
C32	23.09	15.00	N86°08'54"W	20.88	14.54	88°12'58"
C33	23.55	25.00	N15°03'22"W	22.69	12.73	53°58'05"
C34	301.53	60.00	N47°57'35"E	70.59	43.64	287°56'10"
C35	23.55	25.00	N69°01'27"W	22.69	12.73	53°58'05"
C36	23.09	15.00	N02°04'04"E	20.88	14.54	88°12'58"
C37	336.67	1270.00	N38°34'54"E	335.69	169.33	15°11'20"
C38	23.56	15.00	N75°59'14"E	21.21	15.00	90°00'00"
C39	192.82	275.00	N38°55'33"W	188.90	100.57	40°10'27"
C40	71.89	275.00	N11°20'59"W	71.68	36.15	14°58'40"
C41	23.56	15.00	N41°08'21"E	21.21	15.00	90°00'00"
C42	185.47	275.00	N74°32'23"W	181.97	96.42	38°38'32"
C43	23.56	15.00	N10°13'07"W	21.21	15.00	90°00'00"
C44	143.43	275.00	N49°43'24"E	141.81	73.39	29°53'01"
C45	23.55	25.00	N88°21'03"W	22.69	12.73	53°58'05"
C46	301.53	60.00	N25°20'06"W	70.59	43.64	287°56'10"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C47	23.55	25.00	N37°40'52"E	22.69	12.73	53°58'05"
C48	169.51	325.00	N49°43'24"E	167.59	86.73	29°53'01"
C49	23.56	15.00	N79°46'53"E	21.21	15.00	90°00'00"
C50	137.24	275.00	N40°55'19"W	135.82	70.08	28°35'35"
C51	23.77	15.00	N18°46'38"E	21.36	15.21	90°48'20"
C52	0.66	1220.00	S53°42'39"W	0.66	0.33	0°01'52"
C53	60.61	1220.00	S52°16'20"W	60.60	30.31	2°50'47"
C54	54.52	1220.00	S49°34'07"W	54.51	27.26	2°33'37"
C55	76.33	1220.00	S46°29'46"W	76.32	38.18	3°35'05"
C56	65.42	1220.00	S43°10'03"W	65.42	32.72	3°04'21"
C57	65.42	1220.00	S40°05'42"W	65.42	32.72	3°04'21"
C58	54.52	1220.00	S37°16'43"W	54.51	27.26	2°33'37"
C59	54.52	1220.00	S34°43'06"W	54.51	27.26	2°33'37"
C60	52.19	1220.00	S32°12'45"W	52.18	26.10	2°27'03"
C61	11.86	50.00	N09°25'25"E	11.83	5.96	13°35'17"
C62	69.22	50.00	N55°52'45"E	63.83	41.45	79°19'23"
C63	44.41	50.00	S59°00'46"E	42.97	23.79	50°53'33"
C64	61.19	50.00	S01°29'38"W	57.44	35.09	70°07'15"
C65	50.16	50.00	S65°17'31"W	48.08	27.42	57°28'31"
C66	103.77	325.00	S49°51'56"E	103.33	52.33	18°17'40"
C67	46.47	325.00	S36°37'21"E	46.43	23.27	8°11'32"
C68	55.78	325.00	S27°36'33"E	55.71	27.96	9°50'03"
C69	21.86	325.00	S20°45'55"E	21.85	10.93	3°51'13"
C70	8.79	325.00	S18°03'48"E	8.79	4.40	1°33'01"
C71	45.75	325.00	S13°15'21"E	45.71	22.91	8°03'54"
C72	30.42	325.00	S06°32'31"E	30.41	15.22	5°21'45"
C73	37.19	60.00	N63°15'21"E	36.60	19.21	35°30'50"
C74	52.49	60.00	S73°55'26"E	50.83	28.06	50°07'35"
C75	94.25	60.00	S03°51'39"E	84.85	60.00	90°00'00"
C76	52.49	60.00	S66°12'09"W	50.83	28.06	50°07'35"
C77	63.03	60.00	N58°38'27"W	60.17	34.77	60°11'13"
C78	16.13	25.00	S47°01'50"E	15.85	8.36	36°57'59"
C79	12.37	25.00	S79°41'14"E	12.24	6.31	28°20'49"
C80	30.17	325.00	S88°47'57"W	30.16	15.10	5°19'11"
C81	55.76	325.00	N83°37'33"W	55.69	27.95	9°49'50"
C82	55.76	325.00	N73°47'43"W	55.69	27.95	9°49'50"
C83	65.07	325.00	N63°08'41"W	64.96	32.64	11°28'15"
C84	12.43	325.00	N56°18'50"W	12.43	6.21	2°11'27"
C85	13.67	325.00	N54°00'48"W	13.67	6.84	2°24'37"
C86	62.60	325.00	N47°17'24"W	62.51	31.40	11°02'12"
C87	85.91	325.00	N34°11'55"W	85.66	43.21	15°08'46"
C88	53.15	1270.00	S68°57'01"W	53.15	26.58	2°23'52"
C89	34.18	1270.00	S70°55'13"W	34.18	17.09	1°32'32"
C90	38.34	60.00	S20°39'53"W	37.69	19.85	36°36'42"
C91	46.56	60.00	S61°12'02"W	45.40	24.52	44°27'36"
C92	49.00	60.00	N73°10'17"W	47.65	25.96	46°47'47"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C93	156.58	60.00	N24°59'10"E	115.78	220.22	149°31'07"
C94	6.81	60.00	S77°00'05"E	6.81	3.41	6°30'23"
C95	33.45	1220.00	S70°54'22"W	33.45	16.73	1°34'15"
C96	65.48	1220.00	S68°34'59"W	65.47	32.75	3°04'31"
C97	65.48	1220.00	S65°30'28"W	65.47	32.75	3°04'31"
C98	76.40	1220.00	S62°10'34"W	76.39	38.21	3°35'17"
C99	19.63	1220.00	S59°55'16"W	19.63	9.82	0°55'19"
C100	122.03	1270.00	S61°25'39"W	121.99	61.06	5°30'20"
C101	55.11	1270.00	S57°25'54"W	55.10	27.56	2°29'10"
C102	142.86	1270.00	S52°57'58"W	142.78	71.50	6°26'42"
C103	21.49	60.00	N01°40'01"E	21.38	10.86	20°31'19"
C104	59.78	60.00	N37°08'14"W	57.34	32.64	57°05'12"
C105	35.98	60.00	N82°51'37"W	35.44	18.55	34°21'34"
C106	35.98	60.00	S62°46'49"W	35.44	18.55	34°21'34"
C107	40.62	60.00	S26°12'14"W	39.85	21.13	38°47'35"
C108	39.32	60.00	S11°57'56"E	38.62	20.39	37°32'46"
C109	46.86	60.00	S53°06'45"E	45.68	24.70	44°44'52"
C110	21.49	60.00	S85°44'50"E	21.38	10.86	20°31'19"
C111	141.86	1270.00	S42°58'33"W	141.79	71.01	6°24'01"
C112	194.81	1270.00	S35°22'53"W	194.62	97.59	8°47'19"
C113	80.43	275.00	S50°38'04"E	80.14	40.50	16°45'24"
C114	79.76	275.00	S33°56'50"E	79.48	40.16	16°37'04"
C115	32.64	275.00	S22°14'19"E	32.62	16.34	6°47'59"
C116	61.60	275.00	S12°25'18"E	61.47	30.93	12°50'01"
C117	10.29	275.00	S04°55'58"E	10.29	5.15	2°08'39"
C118	43.92	275.00	N89°17'06"W	43.88	22.01	9°09'06"
C119	110.32	275.00	N73°13'00"W	109.58	55.91	22°59'06"
C120	31.23	275.00	N58°28'17"W	31.21	15.63	6°30'21"
C121	14.61	275.00	N36°18'12"E	14.61	7.31	3°02'38"
C122	112.05	275.00	N49°29'51"E	111.27	56.81	23°20'40"
C123	16.78	275.00	N62°55'03"E	16.77	8.39	3°29'43"
C124	31.43	60.00	N76°22'33"W	31.08	16.09	30°01'05"
C125	84.59	60.00	S48°13'29"W	77.76	51.05	80°46'51"
C126	97.62	60.00	S38°46'29"E	87.20	63.47	93°13'05"
C127	71.27	60.00	N60°35'12"E	67.15	40.52	68°03'33"
C128	16.61	60.00	N18°37'37"E	16.56	8.36	15°51'36"
C129	12.31	325.00	N63°34'50"E	12.30	6.15	2°10'10"
C130	46.47	325.00	N58°23'59"E	46.43	23.27	8°11'32"
C131	46.47	325.00	N50°12'27"E	46.43	23.27	8°11'32"
C132	46.47	325.00	N42°00'56"E	46.43	23.27	8°11'32"
C133	17.80	325.00	N36°21'02"E	17.80	8.90	3°08'17"
C134	14.64	275.00	N53°41'38"W	14.63	7.32	3°02'58"
C135	105.59	275.00	N41°10'08"W	104.95	53.46	22°00'02"
C136	17.01	275.00	N28°23'50"W	17.00	8.51	3°32'35"

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH–J:AC3D\5166\SURVEY\SANTA RITA RANCH, PHASE 2A, SECTION 3 PLAT.dwg

SANTA RITA RANCH PHASE 2A SECTION 3
FINAL PLAT

FIELD NOTES

BEING ALL OF THAT CERTAIN 42.200 ACRE TRACT OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 507.772 TRACT OF LAND CONVEYED TO SRFV DEVELOPMENT, LLC IN DOCUMENT NUMBER 2020153944, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 42.200 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE INTERSECTION OF THE NORTHWEST LINE OF TOWER ROAD (120' R.O.W.) AND THE NORTHEAST LINE OF LAS FLORES DRIVE (90' R.O.W.), BEING IN THE NORTHWEST LINE OF SANTA RITA RANCH, PHASE 2A, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER _____, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, FOR A SOUTHEASTERN CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE COMMON LINE OF SAID SANTA RITA, PHASE 2A, SECTION 1 AND SAID LAS FLORES DRIVE, AND OVER AND ACROSS SAID 507.772 ACRE TRACT OF LAND, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

1) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.13 FEET, AND A CHORD THAT BEARS N79°10'11"W, A DISTANCE OF 19.43 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
2) N38°48'29"W, A DISTANCE OF 12.74 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER AT THE EAST TERMINUS OF SAID LAS FLORES DRIVE,
3) S51°11'31"W, A DISTANCE OF 90.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER AT THE WEST TERMINUS OF SAID LAS FLORES DRIVE, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
4) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.31 FEET, AND A CHORD THAT BEARS, S07°36'45"W, A DISTANCE OF 21.73 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER IN THE NORTHWEST LINE OF SAID TOWER ROAD, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,

THENCE, WITH THE NORTHWEST LINE OF SAID TOWER ROAD, THE NORTHWEST LINE OF SAID SANTA RITA RANCH, PHASE 2A, SECTION 1, AND CONTINUING OVER AND ACROSS SAID 507.772 ACRE TRACT OF LAND, THE FOLLOWING (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1060.00 FEET, AN ARC LENGTH OF 426.36 FEET, AND A CHORD THAT BEARS S42°30'37"W, A DISTANCE OF 423.50 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
2) S30°59'14"W, A DISTANCE OF 102.18 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
3) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 940.00 FEET, AN ARC LENGTH OF 174.02 FEET, AND A CHORD THAT BEARS S36°17'27"W, A DISTANCE OF 173.77 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT THE EASTERNMOST CORNER OF A CALLED 1.877 ACRE TRACT OF LAND (EXHIBIT A-1) CONVEYED TO SANTA RITA COMMERCIAL, LLC IN DOCUMENT NUMBER 2020116154, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID 507.772 ACRE TRACT, SAID 1.877 ACRE TRACT OF LAND, AND OVER AND ACROSS SAID 12.00 ACRE TRACT OF LAND, THE FOLLOWING SEVEN (7) COURSE AND DISTANCES, NUMBERED 1 THROUGH 7,

1) N50°27'03"W, A DISTANCE OF 169.08 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
2) N59°00'46"W, A DISTANCE OF 188.07 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
3) N35°45'26"W, A DISTANCE OF 117.54 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
4) N26°47'57"W, A DISTANCE OF 87.55 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
5) N18°50'19"W, A DISTANCE OF 250.94 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
6) S71°09'41"W, A DISTANCE OF 293.11 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER, THE BEGINNING OF A CURVE TO THE LEFT, AND
7) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.47 FEET, AND A CHORD THAT BEARS S26°19'58"W, A DISTANCE OF 21.15 FEET TO A CAPPED 1/2 INCH IRON ROD SET IN THE SOUTHWEST LINE OF SAID 12.00 ACRE TRACT, BEING IN THE NORTHEAST LINE OF RONALD REAGAN BOULEVARD (R.O.W. VARIES), FOR A WEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N18°29'44"W, WITH THE COMMON LINE OF SAID RONALD REAGAN BOULEVARD AND SAID 12.00 ACRE TRACT OF LAND, A DISTANCE OF 90.00 FEET TO A 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,

THENCE, OVER AND ACROSS SAID 12.00 ACRE TRACT AND SAID 1.877 ACRE TRACT OF LAND, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 THROUGH 2,

1) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.65 FEET, AND A CHORD THAT BEARS S63°40'02"E, A DISTANCE OF 21.28 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
2) N71°09'41"E, A DISTANCE OF 292.57 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER, BEING IN THE EAST LINE OF SAID 1.877 ACRE TRACT OF LAND, SAME BEING AT AN INTERIOR CORNER OF SAID 507.772 ACRE TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID 1.877 ACRE TRACT OF LAND AND SAID 507.772 ACRE TRACT OF LAND, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

1) N18°50'19"W, A DISTANCE OF 442.02 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
2) S82°33'22"W, A DISTANCE OF 121.84 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
3) N03°51'39"W, A DISTANCE OF 198.44 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER, AND
4) N06°46'19"W, A DISTANCE OF 33.02 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER, BEING A POINT IN THE APPROXIMATE CENTERLINE OF ONION CREEK, SAME BEING A POINT ON A NORTHERN BOUNDARY LINE OF SAID 507.772 ACRE TRACT, AND BEING ALSO A POINT ON A SOUTHERN BOUNDARY LINE OF A CALLED 8.126 ACRE TRACT OF LAND CONVEYED TO MARION SHIPMAN IN DOCUMENT NUMBER 2013092374, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS,

THENCE, WITH THE APPROXIMATE CENTERLINE OF SAID ONION CREEK AND THE NORTH LINE OF SAID 507.772 ACRE TRACT OF LAND, THE FOLLOWING EIGHTEEN (18) COURSES AND DISTANCES, NUMBERED 1 THROUGH 18,

1) N01°16'57"E, A DISTANCE OF 98.58 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
2) N27°51'58"W, A DISTANCE OF 155.38 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
3) N48°21'37"E, A DISTANCE OF 85.73 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
4) N61°39'22"E, A DISTANCE OF 95.09 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
5) S75°32'03"E, A DISTANCE OF 49.56 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
6) S66°39'22"E, A DISTANCE OF 191.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
7) S75°46'43"E, A DISTANCE OF 67.57 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
8) N89°59'24"E, A DISTANCE OF 57.29 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
9) N63°19'51"E, A DISTANCE OF 136.71 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
10) N36°03'33"E, A DISTANCE OF 143.81 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
11) N52°40'31"E, A DISTANCE OF 178.90 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
12) S55°41'46"E, A DISTANCE OF 82.98 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
13) S31°57'35"E, A DISTANCE OF 169.32 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
14) S16°42'12"E, A DISTANCE OF 137.51 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
15) S32°48'19"E, A DISTANCE OF 62.71 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
16) S68°46'22"E, A DISTANCE OF 190.09 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
17) N78°41'50"E, A DISTANCE OF 268.58 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER, AND
18) N47°33'30"E, A DISTANCE OF 212.81 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER, BEING IN THE NORTH LINE OF SAID 507.772 ACRE TRACT AND BEING ALSO A SOUTHERN CORNER OF SAID 8.126 ACRE TRACT,

THENCE, OVER AND ACROSS SAID 507.772 ACRE TRACT OF LAND, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

1) S36°27'30"E, A DISTANCE OF 205.75 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
2) S07°56'36"E, A DISTANCE OF 102.64 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
3) S09°59'46"W, A DISTANCE OF 174.34 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
4) S05°50'09"W, A DISTANCE OF 414.36 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT, AND
5) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1060.00, AN ARC LENGTH OF 366.23, AND A CHORD THAT BEARS S70°21'58"W, A DISTANCE OF 364.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 42.200 ACRES OF LAND.

Line Table		
Line #	Length	Direction
L1	12.74	N38°48'29"W
L2	90.00	S51°11'31"W
L3	102.18	S30°59'14"W
L4	169.08	N50°27'03"W
L5	188.07	N59°00'46"W
L6	117.54	N35°45'26"W
L7	87.55	N26°47'57"W
L8	90.00	N18°29'44"W
L9	121.84	S82°33'22"W
L10	198.44	N03°51'39"W
L11	33.02	N06°46'19"W
L12	98.58	N01°16'57"E
L13	155.38	N27°51'58"W
L14	85.73	N48°21'37"E
L15	95.09	N61°39'22"E
L16	49.56	S75°32'03"E
L17	191.00	S66°39'22"E
L18	67.57	S75°46'43"E
L19	57.29	N89°59'24"E
L20	136.71	N63°19'51"E
L21	143.81	N36°03'33"E
L22	178.90	N52°40'31"E
L23	82.98	S55°41'46"E
L24	169.32	S31°57'35"E
L25	137.51	S16°42'12"E
L26	62.71	S32°48'19"E
L27	190.09	S68°46'22"E
L28	102.64	S07°56'36"E
L29	174.34	S09°59'46"W

Line Table		
Line #	Length	Direction
L30	130.14	N38°48'29"W
L31	119.26	N30°59'14"E
L32	3.00	N30°59'14"E
L33	25.72	N59°00'46"W
L34	170.00	N71°09'41"E
L35	170.00	N71°09'41"E
L36	88.53	N03°51'39"W
L37	115.00	N86°08'21"E
L38	62.41	N26°37'32"W
L39	38.04	N71°41'29"E
L40	69.35	N71°41'29"E
L41	118.80	N38°48'29"W
L42	8.84	N42°02'25"W
L43	8.84	N42°02'25"W
L44	25.72	N59°00'46"W
L45	88.53	N03°51'39"W
L46	96.62	N55°13'07"W
L47	45.81	N34°46'53"E
L48	65.07	N64°39'54"E
L49	65.07	N64°39'54"E
L50	45.81	N34°46'53"E
L51	58.79	N26°37'32"W
L52	79.14	S26°47'57"E
L53	104.38	S35°40'41"E
L55	20.76	S07°24'05"W
L56	44.80	S52°01'55"W
L57	48.48	S49°34'07"W
L58	67.87	S46°29'46"W
L59	58.18	S43°10'03"W

Line Table		
Line #	Length	Direction
L60	58.18	S40°05'42"W
L61	48.48	S37°16'43"W
L62	48.48	S34°43'06"W
L63	68.55	S31°49'00"W
L64	60.00	S30°59'14"W
L65	60.01	S31°49'15"W
L66	60.29	S35°22'42"W
L67	27.87	S83°43'15"W
L68	31.41	S41°08'21"W
L69	31.41	S48°51'39"E
L70	70.00	S86°08'21"W
L71	126.26	S75°44'41"E
L72	50.00	S86°08'21"W
L73	28.28	S48°51'39"E
L74	28.28	S41°08'21"W
L75	79.12	S83°13'17"E
L76	78.96	S72°45'43"E
L77	91.97	S63°21'12"E
L78	109.22	S55°13'07"E
L79	21.21	S10°13'07"E
L80	21.21	S79°46'53"W
L81	5.04	S30°59'14"W
L82	20.80	S26°41'29"W
L83	55.36	S74°33'51"W
L84	49.09	S71°25'01"W
L85	58.23	S68°34'59"W
L86	58.23	S65°30'28"W
L87	47.93	S62°10'34"W
L88	28.72	S73°43'15"E

Line Table		
Line #	Length	Direction
L89	72.71	S33°48'41"E
L90	56.64	S40°37'39"E
L91	56.64	S57°19'46"E
L92	58.25	S74°16'14"E
L93	58.25	S88°32'59"W
L94	58.25	S71°22'12"W
L95	58.25	S54°11'25"W
L96	65.70	S35°54'08"W
L97	65.70	S16°30'20"W
L98	63.61	S02°34'45"E
L99	63.61	S21°21'07"E
L100	35.80	S36°00'18"E
L101	35.89	S48°13'23"E
L102	72.56	S50°13'27"E
L103	21.77	S10°12'44"E
L104	45.48	S53°41'31"E
L105	85.77	S29°40'17"E
L106	28.28	S63°50'19"E
L107	28.28	S26°09'41"W
L108	52.63	N15°01'42"W
L109	66.91	N28°16'33"E
L110	56.65	N49°29'51"E
L111	11.38	S71°09'41"W
L112	24.18	S71°39'44"E
L113	36.96	S49°42'32"E
L114	108.95	S60°17'09"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C137)	40.27	60.00	N07°32'02"E	39.52	20.93	38°27'14"
(C138)	15.16	60.00	S41°37'19"E	15.12	7.62	14°28'39"
(C139)	16.83	50.00	S74°48'51"E	16.75	8.50	19°17'24"

Line Table		
Line #	Length	Direction
(L115)	49.50	S03°51'39"E
(L116)	21.21	S03°51'39"E
(L117)	102.12	S41°08'21"W
(L118)	89.03	S41°08'21"W
(L119)	50.88	S41°38'21"W
(L120)	46.23	S41°38'21"W
(L121)	15.26	N59°00'46"W
(L122)	5.66	S59°00'46"E
(L123)	68.89	N88°52'28"E
(L124)	34.85	S05°50'09"W
(L125)	70.76	S85°14'51"W

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH–J: AC3D\5166\SURVEY\SANTA RITA RANCH, PHASE 2A, SECTION 3 PLAT.dwg

SANTA RITA RANCH PHASE 2A SECTION 3
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SRFV DEVELOPMENT, LLC, OWNER THAT CERTAIN CALLED 507.772 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2020153944, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, ALL OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE, SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS,

"FINAL PLAT OF SANTA RITA RANCH, PHASE 2A SECTION 3"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 14th DAY OF July, 2021.

SRFV DEVELOPMENT, LLC.
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 14th DAY OF JULY, 2021 A.D.

Susan O. Martin
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

STATE OF TEXAS:

COUNTY OF TRAVIS:

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: Steven P. Cates 7/15/2021
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 15 Jul 2021
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
AARON V. THOMASON
6214
REGISTERED
PROFESSIONAL
LAND SURVEYOR

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF TWO DEEDS OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: JASON RANGEL
TITLE: FIRST VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15 DAY OF July, 2021, A.D.
BY: Araceli Hernandez
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernandez
MY COMMISSION EXPIRES: 6-2-2024

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

CITY OF LIBERTY HILL APPROVAL

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WIH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

Lacie Hale 7/20/2021
LACIE HALE, CITY ADMINISTRATOR DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME & 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 15 DAY OF July, 2021 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2021 A.D., AT _____ O'CLOCK, ____.M., AND DULY RECORDED THIS THE____ DAY OF _____, 20___ A.D., AT _____ O'CLOCK, ____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

PRINTED NAME:_____

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: AC3D\5166\SURVEY\SANTA RITA RANCH, PHASE 2A, SECTION 3 PLAT.dwg

Commissioners Court - Regular Session **23.**

Meeting Date: 07/27/2021

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 FY21 Annual 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 households and areas throughout the County. There is an additional $329,994 to allocate from previous years. This is a request for the final approval of the FY2021 Annual Action Plan and funding recommendations.

No comments have been received.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2021 CDBG Action Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/19/2021 03:31 PM
HUD Grants (Originator)	Sally Bardwell	07/19/2021 03:37 PM
County Judge Exec Asst.	Andrea Schiele	07/19/2021 03:48 PM
Form Started By: Sally Bardwell		Started On: 07/19/2021 03:24 PM
Final Approval Date: 07/19/2021		

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

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.

Agency Role	Name	Department/Agency
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(l)

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(l))

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 Count 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.

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	**Agency/Group/Organization**	City of Cedar Park
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	City of Coupland
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	City of Georgetown
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	CITY OF GRANGER
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	City of Hutto
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	City of Jarrell
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	City of Leander
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	City of Liberty Hill
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	City of Taylor
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	City of Weir
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	Taylor Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	Granger Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	Georgetown Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	WILLIAMSON COUNTY CRISIS CENTER DBA HOPE ALLIANCE
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	Habitat for Humanity of Williamson County
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	BLUEBONNET TRAILS COMM. MHMR
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	Interagency Support Council of Easter Williamson County
	Agency/Group/Organization Type	Mental Health
	What section of the Plan was addressed by Consultation?	Mental Health
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	Williamson County Commissioners Court
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	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

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	Blackshear/O.L. Price Ex-Student Association
	Agency/Group/Organization Type	Services-Education Regional organization
	What section of the Plan was addressed by Consultation?	Public Facilities
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	City of Round Rock
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	Key2Free
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	Spectrum
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide

	What section of the Plan was addressed by Consultation?	Broadband Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	AT&T
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Broadband Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	FEMA
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	Williamson County Department of Infrastructure
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources
	What section of the Plan was addressed by Consultation?	Infrastructure Flood Management
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	**Agency/Group/Organization**	Williamson County Mobile Outreach Team
	Agency/Group/Organization Type	Services-homeless Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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. 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

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
1	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
2	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
3	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	**Goal Name**	Housing Rehabilitation
	Goal Description	Provide assistance to homeowners and rental facilities for rehabilitation of existing structures to improve and maintain the quality of the affordable housing stock. Granger Housing Authority $12,000 Georgetown Housing Authority $330,000 City of Georgetown Home Repair $100,000 Habitat for Humanity Home Repair $150,000

2	**Goal Name**	Improve public facilities
	Goal Description	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. Granger Wastewater Colorado Street $344,050 Liberty Hill Sidewalk Project $488,000 Jarrell Water System Improvements $467,000
3	**Goal Name**	Provide public services
	Goal Description	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. Interagency Support Council $35,000
4	**Goal Name**	Planning and Administration
	Goal Description	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	**Project Name**	Habitat for Humanity of Williamson County/Homeowner Rehab
	Target Area	CDBG Participating Cities + Unincorporated Areas of County
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Increase Access to Affordable Housing Decrease Homelessness
	Funding	CDBG: $150,000
	Description	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.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Project will assist approximately 20 low income households.
	Location Description	CDBG participating cities or unincorporated areas of the county.
	Planned Activities	Homeowner rehab.
2	**Project Name**	City of Georgetown Home Repair Program
	Target Area	City of Georgetown
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Increase Access to Affordable Housing Decrease Homelessness
	Funding	CDBG: $100,000
	Description	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.
	Target Date	9/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	Project to assist 20 low income households.
	Location Description	Project will be citywide in Georgetown TX.
	Planned Activities	Homeowner rehabilitation.
3	**Project Name**	Interagency Support Council of Eastern Williamson County, Inc./Social Service
	Target Area	City of Taylor CDBG Participating Cities + Unincorporated Areas of County
	Goals Supported	Provide public services
	Needs Addressed	Public Services
	Funding	CDBG: $35,000
	Description	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.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Project to assist 55 low to moderate income people.
	Location Description	Eastern Williamson County.
	Planned Activities	Public Service mental health services.
4	**Project Name**	Granger Wastewater/Colorado Street 2018
	Target Area	City of Granger
	Goals Supported	Improve public facilities
	Needs Addressed	Public Facilities and Infrastructure Improvements
	Funding	CDBG: $344,050

	Description	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.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Project is area based and expected to assiste 878 people. Area is 50.89% low-mod.
	Location Description	Granger, TX
	Planned Activities	Wastewater improvments.

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

Target Area	Percentage of Funds
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 Autorhity 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
Total Program Income:	**0**

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 Melas 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 od 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 me 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 127sessions. 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 **24.**

Meeting Date: 07/27/2021

compensation

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation, discuss, and take action on approving FY22 compensation changes, including 2022 TCDRS changes, for employees, elected officials, and retirees.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY22

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 10:01 AM

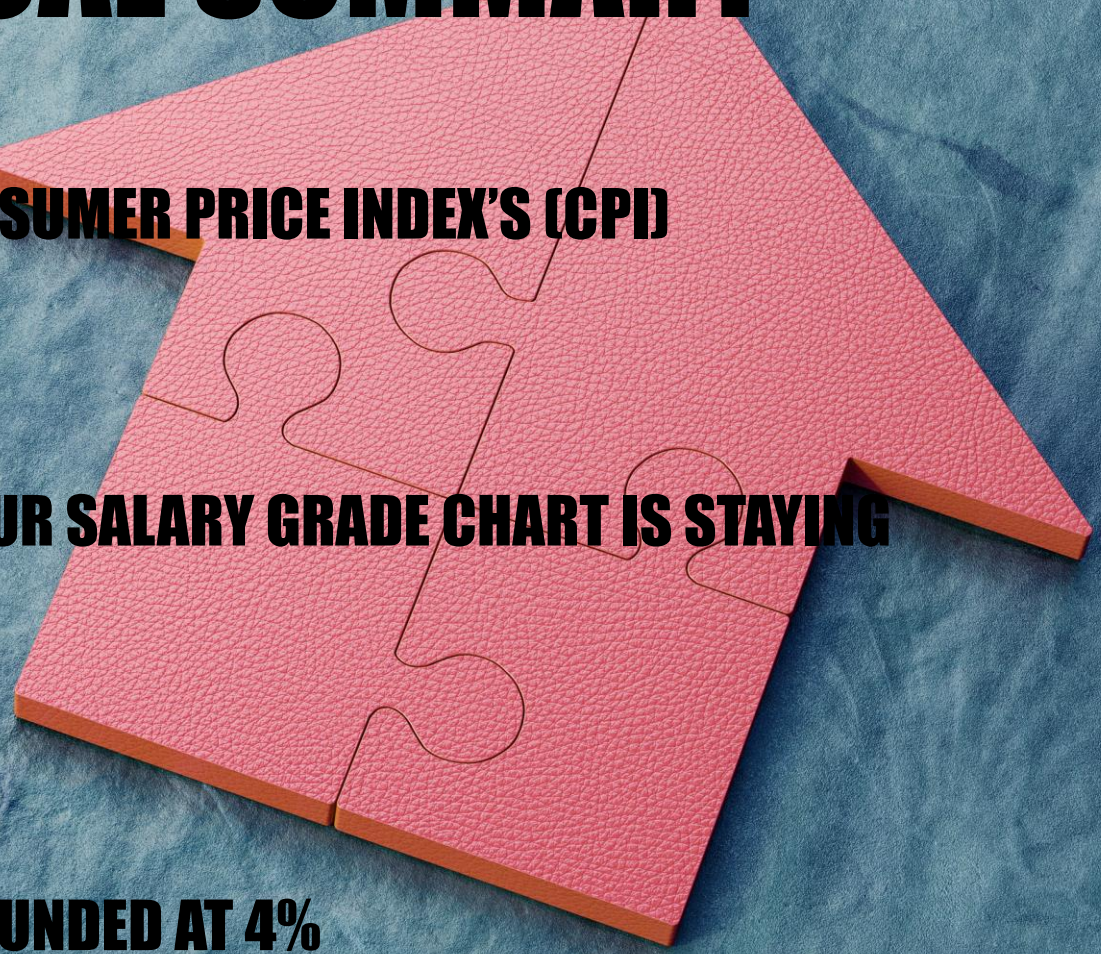
Form Started By: Rebecca Clemons Started On: 07/13/2021 01:16 PM

Final Approval Date: 07/22/2021

FY22 COMPENSATION

CPI.MARKET REVIEW.MERIT.ELECTED OFFICIALS' SALARIES.SALARY STUDY.TCDRS

CPI AND HISTORICAL SUMMARY



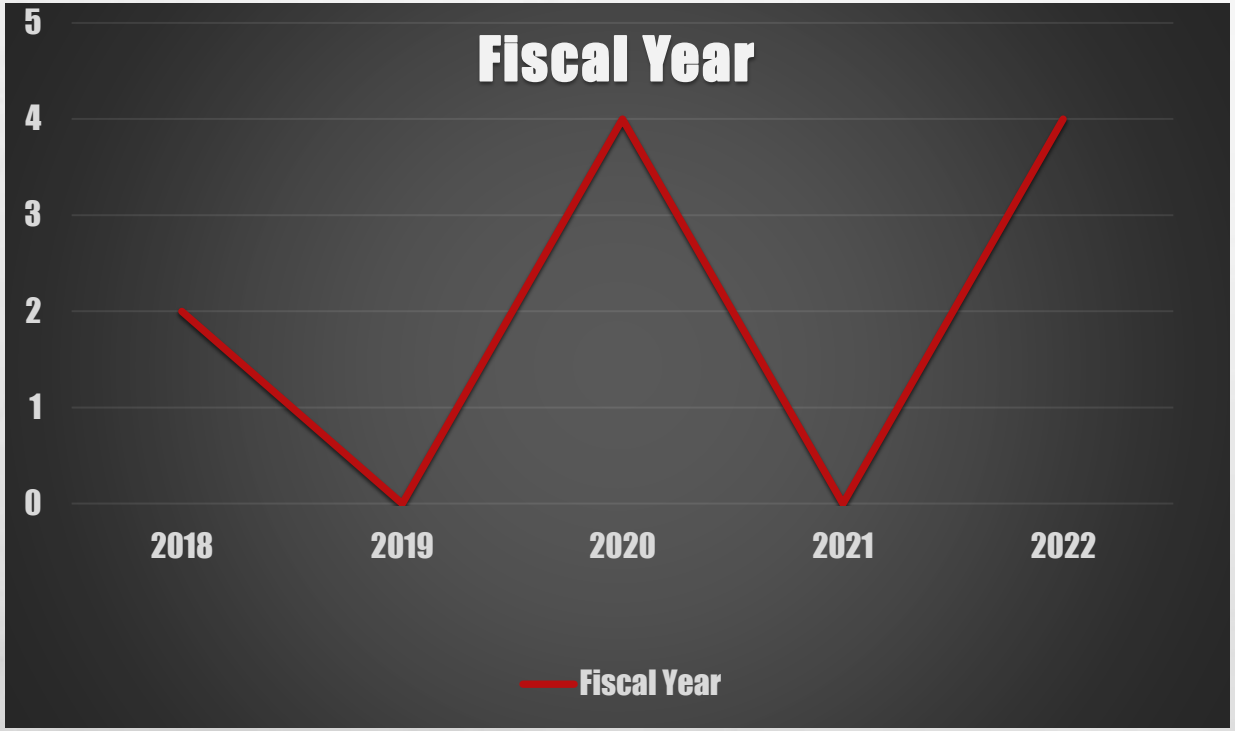
- WE UTILIZE THE DALLAS AND HOUSTON AREA CONSUMER PRICE INDEX'S (CPI)
  - MAY 2021 – 6.3% (DALLAS)
  - JUNE 2021 - 4.6% (HOUSTON)
- SALARY STUDY PROCESS HELPS US TO ENSURE OUR SALARY GRADE CHART IS STAYING COMPETITIVE FOR NEW HIRES
- TENURE CHART FUNDED FOR LAW ENFORCEMENT
- COLA/MERIT RECOMMENDATIONS FROM HR
  - FY20 - RECOMMEND MERIT INCREASE ONLY; FUNDED AT 4%
  - FY21 – NO RECOMMENDATION GIVEN; COURT FUNDED 2% MERIT LUMP SUM

MARKET REVIEW

- DATA COLLECTED AND REVIEWED FROM MARKET
- FY22 RECOMMENDATION FROM HR IS 4% COLA AND 2% MERIT*
- MERIT WOULD BE TIED TO SALARY, LUMP SUM ONLY AVAILABLE FOR THOSE AT TOP OF GRADE PER POLICY
- PENDING COMPENSATION RELATED REQUESTS

* PER POLICY SMALL OFFICES WOULD RECEIVE 3% AS OUTLINED IN THE EMPLOYEE POLICY MANUAL

ELECTED OFFICIALS SALARIES



- RECOMMENDATION FOR ELECTED OFFICIALS IS ALSO A 4% COLA , UNLESS OTHERWISE DEFINED BY CODE
- NO HB2384 CHANGES THIS YEAR
- DISCUSSION ON ADDING ELECTED OFFICIALS MARKET REVIEW TO CYCLE 6

Salary Study Results Cycle 4a

REVIEWED 229 POSITIONS AND 74 DIFFERENT CLASSIFICATIONS

- TOTAL # OF POSITIONS WITH GRADE CHANGES

  195

- TOTAL # OF CLASSIFICATIONS AFTER SALARY STUDY

  72

- PROJECTED TOTAL FISCAL IMPACT

  $184,159 (WITHOUT FRINGE)

TCDRS

TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

RETIREE COLA

OF BENEFIT PAYEES – 944

- NO INCREASE
- FLAT – HISTORICALLY 1%
- % CPI – HISTORICALLY 60%
- REPEATING COLA DESIGNATION

- CURRENT REQUIRED RATE FOR 2021 INCLUDED IN BUDGET RECOMMENDATIONS IS 16.18% (WITH A 1% INCREASE FOR RETIREES)
- 2020 RATE WAS 14.56%, WITH NO INCREASE FOR RETIREES
- 2019 RATE WAS 14.53%, WITH NO INCREASE FOR RETIREES
- 1 OF 28 COUNTIES WITH A 250% MATCH
- COST SCENARIOS
  - NO INCREASE – 16%
  - 60% CPI – 16.73%

Commissioners Court - Regular Session **25.**

Meeting Date: 07/27/2021

EO Salaries Written Notice

Submitted For: Ashlie Holladay **Submitted By:** Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing written notice to each elected official of his/her salary and other compensation to be included in the 2021-2022 budget.

Background

This item only requires action IF compensation increases are voted on today. This item will be placed on the agenda again on August 3rd, if not.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2021 12:21 PM
Form Started By: Ashlie Holladay		Started On: 07/16/2021 12:00 PM
Final Approval Date: 07/16/2021		

Commissioners Court - Regular Session **26.**

Meeting Date: 07/27/2021

Adoption of FY22 County Budget

Submitted For: Ashlie Holladay **Submitted By:** Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting a date for the public hearing on the 2021-2022 county budget for Tuesday, August 31st, 2021, at 10:00 AM.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2021 12:22 PM
Form Started By: Ashlie Holladay		Started On: 07/16/2021 12:04 PM
Final Approval Date: 07/16/2021		

Commissioners Court - Regular Session **28.**

Meeting Date: 07/27/2021

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	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	07/02/2021 04:26 PM
Form Started By: Andrea Schiele		Started On: 07/02/2021 04:25 PM
Final Approval Date: 07/02/2021		

Commissioners Court - Regular Session **29.**

Meeting Date: 07/27/2021

Request to pay non-exempt personnel overtime

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the request of the Tax Assessor/Collector's office to pay non-exempt staff for overtime in lieu of giving compensatory time. The total amount shall not exceed $50,000 for work performed in association with processing registrations and title transactions in the statutorily mandated deadline.

Background

When non-exempt employees work more than 40 hrs/week, they receive comp-time rather than being paid overtime. Our workload continues to grow as we face struggles to hire and fill vacant positions. Accumulating comp-time compounds our staffing issues when granting vacation or sick time, already significantly impacting our office's wait times and service levels. We have over $80,000 in unspent salary funds due to vacancies as of 07/15/2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-001100	Full time Salaries	$50,000.00
To	0100-0499-001110	Overtime	$50,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 11:52 AM
Budget Office	Ashlie Holladay	07/22/2021 12:53 PM
Form Started By: Judy Kocian		Started On: 07/07/2021 04:13 PM
Final Approval Date: 07/22/2021		

Commissioners Court - Regular Session **30.**

Meeting Date: 07/27/2021

DA BA Rev 07.27.21

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	$7,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/21/2021 10:37 AM
Form Started By: Melanie Denny		Started On: 07/16/2021 01:05 PM
Final Approval Date: 07/21/2021		

Commissioners Court - Regular Session **31.**

Meeting Date: 07/27/2021

DA BA Exp 07.27.21

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,136.95
	0100.0440.002010	FICA	$469.50
	0100.0440.002020	Retirement	$893.55

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/21/2021 10:38 AM
Form Started By: Melanie Denny		Started On: 07/16/2021 01:05 PM
Final Approval Date: 07/21/2021		

Commissioners Court - Regular Session **32.**

Meeting Date: 07/27/2021

Sheriff's Office Budget Amendment for 2021 Budget

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 circumstance to approve a budget amendment to acknowledge additional revenues for the General Fund.

Background

The budget amendment recognizes insurance proceeds received for repairs on Sheriff Office vehicles. The proceeds are being used to offset the repairs to several damaged Sheriff Office vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$7,180.56

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/21/2021 10:45 AM
Form Started By: Pam Navarrette		Started On: 07/20/2021 11:30 AM
Final Approval Date: 07/21/2021		

Commissioners Court - Regular Session **33.**

Meeting Date: 07/27/2021

Sheriff's Office Budget Amendment for 2021 Budget

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 to approve a budget amendment to acknowledge additional expenditures for the Sheriff's Office.

Background

The budget amendment recognizes insurance proceeds received to repair damaged Sheriff Office vehicles. The proceeds are being used to offset the expenditures on damaged vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.004541	Vehicle Maintenance	$7,180.56

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/21/2021 10:56 AM
Form Started By: Pam Navarrette		Started On: 07/20/2021 12:22 PM
Final Approval Date: 07/21/2021		

Commissioners Court - Regular Session **34.**

Meeting Date: 07/27/2021

Advertisement Approval IFB T4875 EMS Medical Supplies

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for EMS Medical Supplies under IFB #T4875.

Background

Williamson County is seeking qualified vendors to provide medical supplies to Williamson County EMS. Estimated budget amount is $475,000.00 per year. Department point of contact is Kirk Becker. Funding will be provided by multiple sources throughout the fiscal year as supply needs arise and orders are placed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/21/2021 04:41 PM
County Judge Exec Asst.	Becky Pruitt	07/22/2021 08:14 AM
Form Started By: Andrew Portillo		Started On: 07/13/2021 04:04 PM
Final Approval Date: 07/22/2021		

Commissioners Court - Regular Session **35.**

Meeting Date: 07/27/2021

Subaward Grant Funds for Juvenile Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting subgrant award money from the University of Texas-Austin for Juvenile Services.

Background

WCJS is being awarded subgrant monies in the total amount of $56,475.38 over a three-year period. The department is receiving the funds for collaborating with UT-Austin on a grant titled Reducing Disproportionate Minority Contact in Williamson County, Texas, which they received through the office of Juvenile Justice and Delinquency Prevention (OJJDP). The scope of work for WCJS is to:

1) Assist in the establishment of cross-sector partnerships
2) Ensure representation from the OJJDP-specified critical contact points
3) Participate in the review of related policies and recommendation of policy action

All funds received will be used to offset the salary and fringe benefits for Matt Smith, WCJS Asst Executive Director. The funding breakdown for each year is as follows:
Year 1 - $18,353.67
Year 2 - $18,791.59
Year 3 - $19,330.12

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Subaward Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 01:15 PM
Form Started By: John Pelczar		Started On: 07/21/2021 04:54 PM
Final Approval Date: 07/22/2021		

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF TRAVIS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Contracting Parties

The Receiving Party: The University of Texas at Austin ("UT") an institution of higher education and agency of the State of Texas

The Performing Party: Williamson County Juvenile Services, a local government of the State of Texas

II. Statement of Services to be Performed

Reducing Disproportionate Minority Contact in Williamson County, Texas

Funding Source: Office of Juvenile Justice and Delinquency Prevention

Prime PI: Lorna Hermosura, PhD
Prime Award Institution: UT Austin
Subaward PI: Scott Matthew, MBA
Subaward Institution: WCJS

Period of Performance: 10/1/2020 – 9/30/2023

The University of Texas at Austin is the leading organization for the project, *Reducing Disproportionate Minority Contact in Williamson County, Texas.* This project is being submitted to the Office of Juvenile Justice and Delinquency Prevention and Williamson County Juvenile Services is a collaborating organization on this project. Mr. Matthew will serve as the PI for WCJS. The subcontract amount is **$56,475.38.**

The scope of work for this contract is for WCJS to:

1. Assist in the establishment of cross-sector partnerships
2. Ensure representation from the OJJDP-specified critical contact points
3. Participate in the review of related policies and recommendation of policy action

The work will take place during the entire 36 month project period, October 1, 2020 – September 30, 2023, with 12% of one full-time salaried position dedicated to the project.

III. Basis for Calculating Reimbursable Costs

	Year 1	Year 2	Year 3	TOTAL
Salary	$14,590.53	$15,009.64	$15,449.27	$45,049.44
Fringe	$3,763.14	$3,781.95	$3,880.85	$11,425.94
TOTAL	$18,353.67	$18,791.59	$19,330.12	$56,475.38

Year 1, payable 10/1/2020	$18,353.67
Year 2, payable 10/1/2021	$18,791.59
Year 3, payable 10/1/2022	$19,330.12
TOTAL AMOUNT DUE	**$56,475.38**

IV. Contract Amount

The total amount of this Contract shall not exceed $56,475.38.

V. Payment of Services

Receiving Party will remit payments to Performing Party for services under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

Payments will be made per year as noted above.

VI. Warranties

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 65.31, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Chapter _____, *Texas* _____ *Code* and Chapter 791, *Texas Government Code;* (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Contract

This Agreement is effective as of the date fully executed by both parties ("Effective Date") and shall terminate on September 30, 2023.

VIII. Termination

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon 30 days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 15 day period.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

Performing Party Williamson County Juvenile Services	Receiving Party The University of Texas at Austin
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Commissioners Court - Regular Session **36.**

Meeting Date: 07/27/2021

Williamson County Exterior Water Proofing Justice Center Falkenberg

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving an agreement between Williamson County and Falkenberg Construction Co., Inc. to provide Exterior Waterproofing Services for the Justice Center between in the amount of $167,786.09 per the terms of Buy Board contract # 581-19.

Background

The agreement allows Falkenberg Construction Co., Inc. to remove existing building sealants from brick, limestone expansion joints, window perimeter joints, door perimeters, louvers, header stone joints and penetrations. Secondly, to prep all joints to manufacturers recommendation and then install polyurethane sealant. Point of contact is Dwanye Gossett. Funding Source is 01.0100.1009.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract & quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/21/2021 04:40 PM
County Judge Exec Asst.	Becky Pruitt	07/22/2021 08:17 AM
Form Started By: Andrew Portillo		Started On: 07/13/2021 04:15 PM
Final Approval Date: 07/22/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(Exterior Water Proofing - Justice Center)
(BuyBoard #581-19)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Falkenberg Construction Co., Inc.** (hereinafter "Service Provider"), with offices at 205 Cheatham St., Ste. 2, San Marcos, TX 78666 (ph. 512-392-2831). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. 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.

II.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Proposal #[redacted], which is dated July 12, 2021 and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $167,786.09, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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. This Williamson County Services Contract;
B. Proposal #[redacted];
C. BuyBoard #581-19; and
D. Any required insurance certificates.

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000

Aggregate policy limits: $2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000

Aggregate policy limits No aggregate limit

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

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VIII.

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.

IX.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in Proposal #[redacted], dated July 12, 2021and incorporated herein as if copied in full.

X.

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

XI.

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.

XII.

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

XIII.

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.

XIV.

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 XII above.

XV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI.

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

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.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	John E. Castro
Printed Name	Printed Name
Date: _____ ___, 2021	Date: July 20, 2021

Exhibit
Proposal Dated July 12, 2021
(Incorporated herein as if copied in full)

falkenberg
CONSTRUCTION CO., INC.

July 12, 2021

Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Reference: **Contract #: Buy Board 581-19**
Williamson County Exterior Water Proofing -Justice Center
FCC Proposal [redacted]
Attention: Dwayne Gossett

We propose to furnish labor, material and equipment to rework the exterior water proofing of the justice center per Scope of Work below.

Justice Center Exterior Water Proofing

R.S. Means		$167,034.44
Coefficient Deduct	0.98	-$3,340.69
Subtotal		*$163,693.75*
Bonds	2.50%	$4,092.34
TOTAL		***$167,786.09***

One Hundred Sixty Seven Thousand Seven Hundred Eighty Six and 09/100…….Dollars

I. Documents: Proposal and RS Means Justifications

II. Scope of Work:

Base Bid:

- Use Boom Lifts and Swing Staging
- Provide storage units to store materials and equipment for project
  - Coordinate with WilCo to place units in best location
  - Coordinate with WilCo to schedule parking areas and entrances to be blocked off
- Remove existing building sealants from brick, limestone expansion joints, window perimeter joints, door perimeters, louvers, header stone joints and penetrations. Prep all joints to manufacturers recommendation
- Provide and Install MasterSeal's NP-2 polyurethane sealant or equivalent to prepared joints
- Prep all window joints metal to metal and metal to glass per manufacturers recommendation and install Dow Corning's 795 silicone sealant
- Remove existing sealant from building to sidewalk per manufacturers recommendation. Install MasterSeal's SL-2 polyurethane sealant to prepared joints.
- Remove loose capstone and reset
- Perform misc. mortar repair at limestone.
- Clean jobsite of all our construction debris.

III. Exclusions:

Tax, Permits
Extensive Masonry Work(Replacing Window sills or caps)
Concrete/Asphalt Repair
Sealant Work on concrete/asphalt that is not directly adjacent to the buildings
Full Time Supervision

IV. Clarifications:

Please review and call me if you have any questions.
Thank you for the opportunity to bid this and any future projects.

Sincerely,

FALKENBERG CONSTRUCTION COMPANY, INC.

T. Moore

Triston Moore
Project Manager

Cost Estimate Report

Texas State University

Georgetown, Texas, 78626

405 martin Luther King Jr. St

Date: 07/12/2021

Wilco Justice Center Exterior Water Proofi

Year 2021 Quarter 2

Unit Detail Report

Prepared By: Triston Moore FALKENBERG CONSTRUCTION CO

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	**General Requirements**				
015426500620	Swing staging, lightweight (not for masons), manual type, rent/mo, 150' height, 2' wide x 24' long	2.00	Ea.	$1,458.70	$2,917.40
015426502200	Swing staging, move swing staging (setup, move and remove)	4.00	Move	$1,065.18	$4,260.72
015433400070	Rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.	8.00	Week	$1,199.72	$9,597.72
015433400080	Rent aerial lift, articulating boom, to 80' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.	6.00	Week	$3,788.80	$22,732.78
Division 01	**General Requirements Subtotal**				**$39,508.62**
Division 07	**Thermal and Moisture Protection**				
070505100020	Selective demolition, thermal and moisture protection, caulking/sealant, to 1" x 1" joint	37,564.00	L.F.	$0.61	$22,914.04
079213203800	Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 3/4" x 3/8"	41,678.00	L.F.	$2.51	$104,611.78
Division 07	**Thermal and Moisture Protection Subtotal**				**$127,525.82**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				**$167,034.44**
	General Contractor's Markup on Subs			**0.00%**	**$0.00**
	Subtotal				**$167,034.44**
	General Conditions			**0.00%**	**$0.00**
	Subtotal				**$167,034.44**
	General Contractor's Overhead and Profit			**0.00%**	**$0.00**
	Grand Total				**$167,034.44**

Commissioners Court - Regular Session **37.**

Meeting Date: 07/27/2021

Approve Amendment No. 1 to the existing PSA (Professional Services Agreement) with Parkhill Smith

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Amendment No. 1 to the Professional Service Agreement (PSA) for Expo Center Various Improvements Park Bond A with Parkhill Smith and Cooper, Inc. dba Schrickel Rollings in the amount of $708,737.00 and authorizing the execution of the amendment.

Background

The work involves various improvements at the Expo Center. The detailed scope of work is listed in the attached Amendment No.1. The department point of contact Trenton Jacobs. Funding source is P562.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/22/2021 09:32 AM
County Judge Exec Asst.	Becky Pruitt	07/22/2021 09:39 AM
Form Started By: Johnny Grimaldo		Started On: 07/21/2021 11:38 AM
Final Approval Date: 07/22/2021		

AMENDMENT NO. 1
TO
AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: **Expo Center Various Improvements (Parks Bond A)** ("Project")

PLANNER, LANDSCAPE ARCHITECT, ARCHITECT & ENGINEER:
Parkhill, Smith and Cooper, Inc. ("A/E")
dba Schrickel Rollins | PSC
Victor Baxter, RLA
Director Landscape Architecture & Planning Business Development
255 N. Center St., Suite 200
Arlington, TX 76011

COUNTY'S DESIGNATED REPRESENTATIVE:
Williamson County Parks Department
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS AMENDMENT NO. 1 to **Agreement for Planning, Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Agreement For Planning, Design and Engineering Services** being dated effective **August 5, 2020** ("Agreement");

WHEREAS, pursuant to **Article 13**, the terms of the Agreement may be modified by a written, fully executed Amendment;

WHEREAS, the **Scope of Work for Basic Services** under **Exhibit A** of the Agreement **has been modified at the request of County;** and,

WHEREAS, the **Fee Schedule** under **Exhibit B** of the Agreement **needs to be amended to reflect adequate compensation for modified Basic Services;** and,

WHEREAS, the **Preliminary Work Schedule** under **Exhibit C** of the Agreement **needs to be amended to reflect Basic Services performed to date and the requirements updated Basic Services;** and,

WHEREAS, the "Basic Fee" under **Article 6** of the Agreement limits the maximum amount payable for Basic Services under the Agreement to **Five Hundred Eighty-One Thousand, Three Hundred Eighty-Eight Dollars ($ 581,388);** and,

WHEREAS, it has become necessary to modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that Agreement is amended and modified as follows:

ARTICLE 6, Paragraph A – Basic Fee shall be amended as follows:

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Seven Hundred Eight Thousand, Seven Hundred Thirty-Seven Dollars ($ 708,737)** hereinafter called the "Basic Fee", plus the amount payable under **Article 7** (Additional Services and Charges). All other terms of the Agreement and any prior amendments thereto, if any, shall remain the same and shall continue in full force and effect.

EXHIBIT A – Basic Scope of Services shall be replaced in its entirety with the attached revised EXHIBIT A

EXHIBIT B – Fee Schedule / Hourly Rates shall be replaced in its entirety with the attached revised EXHIBIT B

EXHIBIT C – Preliminary Work Schedule shall be replaced in its entirety with the attached revised EXHIBIT C

IN WITNESS WHEREOF, County has caused this Amendment No. 1 to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:

Parkhill, Smith and Cooper, Inc.
dba Schrickel Rollins | PSC

By: _____
Signature

Victor W. Baxter
Printed Name

Director of Business Development
Landscape Architecture
Title

Date Signed: July 10, 2021

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural, and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Exhibit C – *Production Schedule*. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice

until County accepts the submittal as reasonably complete.

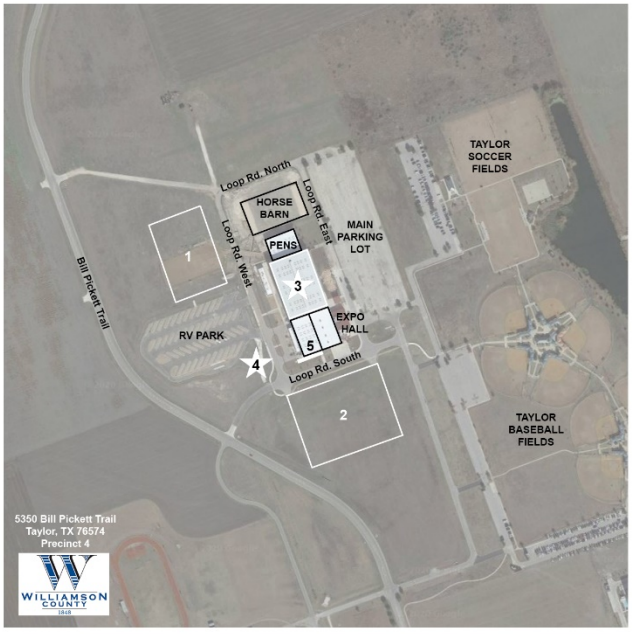
Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

SCOPE OF WORK:

Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, Texas 76574
Precinct 4
Program 2020-A
P562

EXPO CENTER IMPROVEMENTS
PARKS BOND PROGRAM 2020-A (7/1/21)



SCOPE OF WORK

1. CONSTRUCT A COVERED WEST ARENA
   - PRE-ENGINEERED METAL BUILDING - APPX. 180 x 250-FT.
   - CMU RESTROOMS, SHOWER ROOMS, SALES, & JANITOR AREAS
   - MAINT. EQUIPMENT STORAGE (APPX. 40-FT x 100-FT)

2. DESIGN IMPROVED EVENT TARMAC
   - PAVED / ALL-WEATHER SURFACE (APPX. 100,000-SQFT)
   - INCUDES LIGHT POLES W/ WATER & ELECTRICAL HOOK-UPS

3. WIDEN MAIN ARENA
   - INCREASE PERFORMANCE AREA WIDTH BY 10-FT ON EAST & WEST SIDES
   - ADD PERIMETER STEM WALLS FOR DIRT CONTROL
   - RECONFIGURE BLEACHERS FOR BOX SEATING & ADA COMPLIANCE

4. ADD (2) PAVILLIONS AS RV PARK AMENITIES
   - CONCRETE FOUNDATION, PRE-FABRICATED CANOPY

5. PERFORM PASSIVE VENTILATION STUDY
   - STUDY EFFECTS ON MAIN ARENA OF BLOCKING WIND DIRECTION FROM SOUTH
   - EXISTING SOUTH FACADE OPENING = APPX. 110-FT WIDE x 20-FT TALL

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Exhibit C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement .

Phase I - SCHEMATIC DESIGN – 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Prepare a Design Development level cost estimate in a form acceptable to County.

D. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications, and engineering calculations (without professional seals) setting forth in detail the work required for the structural, mechanical, plumbing, and electrical work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.

C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

D. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

E. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

F. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

G. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

H. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE / HOURLY RATES

This schedule indicates fees by Phase of the Basic Fee:		**$**	**708,737**	100%
10%	**Phase I - SCHEMATIC DESIGN**	**$**	**73,824**	
18%	**Phase II - DESIGN DEVELOPMENT**	**$**	**128,080**	
26%	**Phase III - CONSTRUCTION DOCUMENTS**	**$**	**185,305**	
6%	**Phase IV - REGULATORY REVIEWS AND PERMITS**	**$**	**44,983**	
4%	**Phase V - BIDDING, AWARD, AND EXECUTION**	**$**	**25,711**	
23%	**Phase VI - CONSTRUCTION ADMINISTRATION**	**$**	**164,518**	
6%	**Phase VII - PROJECT CLOSE-OUT**	**$**	**42,316**	
	Survey	**$**	**44,000**	
	SCOPE 1 - WEST ARENA	**$**	**413,484**	58%
	Phase I - SCHEMATIC DESIGN	$	46,496	
	Phase II - DESIGN DEVELOPMENT	$	69,170	
	Phase III - CONSTRUCTION DOCUMENTS	$	111,159	
	Phase IV - REGULATORY REVIEWS AND PERMITS	$	23,614	
	Phase V - BIDDING, AWARD, AND EXECUTION	$	22,097	
	Phase VI - CONSTRUCTION ADMINISTRATION	$	109,800	
	Phase VII - PROJECT CLOSE-OUT	$	31,148	
	SCOPE 2 - EVENT TARMAC	**$**	**134,813**	19%
	Phase I+II - SCHEMATIC DESIGN + DESIGN DEVELOPMENT	$	26,117	
	Phase III - CONSTRUCTION DOCUMENTS	$	46,995	
	Phase IV - REGULATORY REVIEWS AND PERMITS	$	11,189	
	Phase V - BIDDING, AWARD, AND EXECUTION	$	2,634	
	Phase VI - CONSTRUCTION ADMINISTRATION	$	38,793	
	Phase VII - PROJECT CLOSE-OUT	$	9,085	

SCOPE 3 - WIDEN MAIN ARENA	**$**	**49,253**	7%
Phase I - SCHEMATIC DESIGN	$	6,328	
Phase II - DESIGN DEVELOPMENT	$	8,933	
Phase III - CONSTRUCTION DOCUMENTS	$	14,914	
Phase IV - REGULATORY REVIEWS AND PERMITS	$	8,160	
Phase V - BIDDING, AWARD, AND EXECUTION	$	-	
Phase VI - CONSTRUCTION ADMINISTRATION	$	9,823	
Phase VII - PROJECT CLOSE-OUT	$	1,095	
SCOPE 4 - ADD (2) COVERED PAVILLIONS TO RV PARK	**$**	**32,187**	5%
Phase I+II - SCHEMATIC DESIGN + DESIGN DEVELOPMENT	$	11,860	
Phase III - CONSTRUCTION DOCUMENTS	$	10,237	
Phase IV - REGULATORY REVIEWS AND PERMITS	$	2,020	
Phase V - BIDDING, AWARD, AND EXECUTION	$	980	
Phase VI - CONSTRUCTION ADMINISTRATION	$	6,102	
Phase VII - PROJECT CLOSE-OUT	$	988	
SCOPE 5 - PASSIVE VENTILATION STUDY	**$**	**35,000**	5%
Phase I - Wind Comfort Analysis (Interim Report)	$	21,000	
Phase II - Thermal Comfort Analysis (Interim Report)	$	12,000	
Phase III - FINAL STUDY REPORT	$	2,000	

Prime Consultant and Subconsultant individual hourly rate schedules attached below:

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

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

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

CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$64.00
Trainee	
Design/Engineer Student	
Design/Engineer/Survey Technician	
Administrative Assistant	
Word Processor	
File Specialist	
SUPPORT STAFF II	$107.00
Design/Engineer Student	
Design/Engineer/Survey Technician	
CADD	
Administrative Assistant	
Project Assistant	
Word Processor	
File Specialist	
SUPPORT STAFF III	$117.00
Design/Engineer Student	
Design/Engineer/Controls/Survey Technician	
CADD	
Administrative Assistant	
Project Assistant	
Proposal Editor/Technical Writer	
PROFESSIONAL LEVEL I	
Mechanical & Electrical	$122.00
Civil & Structural	$122.00
Architect	$122.00
Design Intern	
Landscape & Interior	$116.00
Design Intern	
Planner	
Resident Project Representative	
Technologist	
Project Assistant	
Surveyor	
Clerical Supervisor	

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL II	
Mechanical & Electrical	$138.00
Civil & Structural	$137.00
Architect	$132.00
Design Intern	
Landscape & Interior	$123.00
Design Intern	
Planner	
Resident Project Representative	
Technologist	
Project Assistant	
Surveyor	
Clerical Supervisor	
PROFESSIONAL LEVEL III	
Mechanical & Electrical	$164.00
Civil & Structural	$170.00
Architect	$149.00
Design Intern	
Landscape & Interior	$136.00
Design Intern	
Resident Project Representative	
Technologist	
Project Assistant	
Surveyor	
PROFESSIONAL LEVEL IV	
Mechanical & Electrical	$194.00
Civil & Structural	$198.00
Architect	$184.00
Landscape & Interior	$147.00
Resident Project Representative	
Technologist	
Project Assistant	
Surveyor	

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL V	
Mechanical & Electrical	$237.00
Civil & Structural	$239.00
Architect	$223.00
Landscape & Interior	$178.00
Construction Project Manager	
Geologist	
Resident Project Representative	
Technologist	
Project Assistant	
Surveyor	
Client Manager	
PROFESSIONAL LEVEL VI	
Mechanical & Electrical	$268.00
Civil & Structural	$257.00
Architect	$248.00
Landscape & Interior	$216.00
Construction Project Manager	
Geologist	
Resident Project Representative	
Technologist	
Surveyor	
Client Manager	
PROFESSIONAL LEVEL VII	
Mechanical & Electrical	$288.00
Civil & Structural	$281.00
Architect	$269.00
Landscape & Interior	$242.00
Construction Project Manager	
Resident Project Representative	
Technologist	
Surveyor	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Nine Hundred Twelve (912) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Agreement Execution Date	***08/04/20***
Agreement Amendment #1 Execution Date	**07/27/21**
Agreement Termination Date	**02/02/23**
Topographic Survey and Base Data Compilation complete	*09/18/20*

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables (Scopes 1-4)	*10/19/20*
30% Plans, Specifications and Estimate deliverables (Scopes 1-4)	*11/20/20*
County written authorization to proceed to next phase	*12/01/20*

Phase II - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables (Scopes 1-4)	*01/11/21*
County written authorization to proceed to next phase (Scope 2)	*04/05/21*
County written authorization to proceed to next phase (Scopes 1+3)	*07/01/21*
County written authorization to proceed to next phase (Scope 4)	**07/20/21**

Phase III - CONSTRUCTION DOCUMENTS

Site Development Plans application submittal to City (Scope 2)	*04/09/21*
SDP application submittal to City (Scopes 1+4)	*04/23/21*
SDP approval by City (Scope 2)	*05/26/21*
Complete Plans & Specifications (Scope 2)	*07/09/21*

75% Design Development Comments Addressed (Scopes 1+3)	**07/14/21**
SDP approval by City (Scopes 1+4)	**07/12/21**
Complete Plans, & Specifications (Scope 1+3)	**08/23/21**
County written authorization to proceed to next phase (Scopes 1+3+4)	**08/26/21**

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications deliverables to County (Scopes 1+3+4)	**09/02/21**
Plans submittal to TDLR (Scopes 1+3+4)	**09/09/21**
Permit application to City (Scope 3)	**09/09/21**
Construction Permits received from City (Scope 3)	**10/08/21**
Permitted Plans and Specifications to County (Scopes 1+3+4)	**10/15/21**

Phase V-VI - CONSTRUCTION ADMINISTRATION⚜

Contractor Notice to Proceed (Scope 2)	**07/14/21**
Construction Substantial Completion (Scope 2)	**10/15/21**
Construction Substantial Completion (Scopes 1+3+4)	**06/09/22**

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	**07/08/22**

Commissioners Court - Regular Session **38.**

Meeting Date: 07/27/2021

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	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/18/2021 01:03 PM
Form Started By: Vicky Edwards		Started On: 06/18/2021 10:56 AM
Final Approval Date: 06/18/2021		

Commissioners Court - Regular Session **39.**

Meeting Date: 07/27/2021

Advertisement Approval IFB T4953 Limestone Rock Asphalt

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Limestone Rock Asphalt under IFB #T4953.

Background

Williamson County is seeking qualified companies to provide Limestone Rock Asphalt per Item 330, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014 for an estimated budget amount of $1,000,000.00 for FY21. Department point of contact James Williams. Funding Source 01.0200.0210.003550.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/22/2021 09:05 AM
County Judge Exec Asst.	Becky Pruitt	07/22/2021 09:07 AM
Form Started By: Andrew Portillo		Started On: 07/21/2021 08:04 AM
Final Approval Date: 07/22/2021		

Commissioners Court - Regular Session **40.**

Meeting Date: 07/27/2021

Career Ladders for DOI

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on updates to career ladders for Fleet and OSSF.

Background

Career ladders are attached for review.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FLEET Career Ladder

OSSF Career Ladder

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 09:40 AM
Form Started By: Vicky Edwards		Started On: 07/13/2021 10:36 AM
Final Approval Date: 07/22/2021		

Fleet Services Division Career Ladder

Career Ladder	Title	Salary Grade	Criteria
Inventory	Inventory Specialist	18	One year automotive parts experience.
	Inventory Coordinator I	21	Three years of automotive parts experience.
	Inventory Coordinator II	22	Three years of automotive parts experience. Original Equipment Manufacturers (OEM) or Automotive Service Excellence (ASE) Certification in automotive parts. Prior Fleet management software experience.
	Inventory Coordinator III	24	Seven years of general automotive and mechanical equipment experience. Two Automotive Service Excellence (ASE) Parts Certification. Prior Fleet management software experience.
	Inventory Manager	26	Ten years experience in management. Ten years experience in aftermarket parts field. Ten years parts experience.
Shop Services	Paint & Body Technician I	20	Basic understanding and experience in body paint and repair.
	Paint & Body Technician II	22	Three years of automotive body repair experience. Two Original Equipment Manufacturers (OEM) Certifications, Two Automotive Service Excellence (ASE) Certifications.
	Service Technician I	22	Three years experience in equipment or vehicle maintenance. Two Original Equipment Manufacturers (OEM) certifications or two Automotive Service Excellence (ASE) certifications.
	Service Technician II	23	Five years experience in equipment or vehicle maintenance. Original Equipment Manufacturers (OEM) Master Certified or Automotive Service Excellence (ASE) Master Certified.
	Senior Service Technician	25	Seven years of experience in equipment or vehicle maintenance. Must obtain a State Vehicle Inspectors License and A/C Certification within six months of date of hire.
	Shop Supervisor	27	Seven years of related experience or equivalent combination of experience and education.
Admin & Management	Office Administrator	25	One year of office management or admin experience.
	Fleet Services Director	32	Seven years of related experience including shop/personnel/finance management.

On-Site Sewage Facilities Career Ladder

Career Ladder	Title	Salary Grade	Criteria
Sanitarian	Sanitarian I	25	Bachelor's degree. TCEQ Site Evaluator License or ability to receive license within one year of employment. TCEQ Designated Representative License or ability to receive license within six months of employment.
	Sanitarian II	26	Bachelor of Science, TCEQ Designated Representative license, TCEQ Site Evaluator license. Working knowledge of sanitation regulations, which generally takes two years of environmental experience.
	Senior Sanitarian	28	Texas Department of Health Sanitarian License. Expert knowledge of residential OSSF design and working knowledge of commercial design.
Admin & Inspections	OSSF Coordinator	21	Technical application processing.
	Inspector I	23	Bachelor's degree. TCEQ Site Evaluator License or ability to receive license within one year of employment. TCEQ Designated Representative License or ability to receive license within six months of employment.
	Inspector II	24	Bachelor's degree. Three years experience. TCEQ Site Evaluator License. TCEQ Designated Representative License.
	Inspector III	26	Bachelor's degree. Six years experience. TCEQ Site Evaluator License. TCEQ Designated Representative License.
Management	Supervising Environmental Engineer	40	Bachelor's degree. Registered Professional Engineer.

Commissioners Court - Regular Session **41.**

Meeting Date: 07/27/2021

T2232 Hairy Man Brushy Creek Change Order No. 2

Submitted By: Mayra Ramos, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $3,900.00 for T2232 Hairy Man Brushy Creek (DeNucci Constructors), Road Bond Project in Commissioner Pct. 1. P:284 Funding Source: Road Bond

Background

This Change Order adds one new item for 3FTx3FT-3FTx3FT Drop Inlets and reduces one existing item. The estimated quantities had a quantity of 2 EA of Inlet 5FTx3FT-3FTx3FT, but the plan sheet called for 3 EA of Inlet 3FTx3FT-3FTx3FT at the same location. This Change Order makes the quantity adjustments for this error.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T2232 Hairy Man Brushy Creek Change Order No. 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 10:37 AM
Form Started By: Mayra Ramos		Started On: 07/16/2021 10:40 AM
Final Approval Date: 07/22/2021		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 2

Project:	*Hairy Man/Brushy Creek*
Roadway:	*Rdwy Improvements*
CSJ Number:	*T2232*

1. CONTRACTOR: **DeNucci Constructors**
2. Change Order Work Limits: Sta. **175+50** to Sta. **178+00**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **1A** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

1A: Incorrect PS&E. This Change Order adds an item to pay for installation of three 3' x 3' - 3' x 3' drop inlets and removes two 5' x 3' - 3' x 3' drop inlets that were included in the original plans. Plan sheet 111 shows to install three 3' x 3' - 3' x 3' inlets but the Summary of Estimated Quantities on Sheet 16 and the pay app show two 5' x 3' - 3' x 3' inlets.

6. Work to be performed in accordance with Items: **See Attached**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 7-14-2021

By R DeNucci

Typed/Printed Name Ryan DeNucci

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$3,900.00**

RECOMMENDED FOR EXECUTION:

Project Manager Date 7/14/21

N/A
Design Engineer Date

7/14/2021
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *2* ***Project #*** *Man/Brushy Creek*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	EA	$4,500.00	0.00	$0.00	3.00	3.00	$13,500.00	$13,500.00
0465-6134	INLET (COMPL)(PSL)(FG)(5FTX5FT-3FTX3FT)	EA	$4,800.00	3.00	$14,400.00	(2.00)	1.00	$4,800.00	($9,600.00)
TOTALS					$14,400.00			$18,300.00	$3,900.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Hairy Man Road/Brushy Creek Road Improvements
Williamson County Project No. T2232

Change Order No. 2

Reason for Change

This Change Order adds one new item for 3FTx3FT-3FTx3FT Drop Inlets and reduces one existing item. The estimated quantities had a quantity of 2 EA of Inlet 5FTx3FT-3FTx3FT but the plan sheet called for 3 EA of Inlet 3FTx3FT-3FTx3FT at the same location. This Change Order makes the quantity adjustments for this error.

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
0465-6126	INLET (COMPL)(PSL)(FG)(3FTx3FT-3FTx3FT)	3	EA

This Change Order results in a net increase of $3,900.00 to the Contract amount, for an adjusted Contract total of $3,974,320.00. The original Contract amount was $3,964,380.00. As a result of this and all Change Orders to-date, $9,940.00 has been added to the Contract, resulting in a .25% net increase in the overall Contract cost. No time will be added to the Contract for this Change Order.

HNTB Corporation

Lowell Choate, P.E.

100% SUBMITTAL

DATE: 7/16/2020 TIME: 10:57:38 AM

SUMMARY OF DRAINAGE QUANTITIES

ITEM NO. DESC. CODE (TXDOT)			402 6001	432 6002	432 6031	432 6033	460 6001	460 6007	465 6002	462 6060	464 6002	464 6003	464 6007	464 6008	464 6009	465 6074	465 6133	465 6134
SHEET NO.	BEGINNING STATION	ENDING STATION	TRENCH EXCAVATION PROTECTION	RIPRAP (CONC)(5 IN)	RIPRAP (STONE PROTECTION)(12 IN)	RIPRAP (STONE PROTECTION) (18 IN)	CMP (GAL STL 12 IN)	CMP (GAL STL 48 IN)	MANH (COMPL)(PR M)(48IN)	CONC BOX CULV (7FTX5FT)(EX TEND)	RC PIPE (CL III)(15 IN)	RC PIPE (CL III) (18 IN)	RC PIPE (CL III) (30 IN)	RC PIPE (CL III) (36 IN)	RC PIPE (CL III) (42 IN)	INLET (COMPL) (PSL) (RC) (5FTX5FT)	INLET (COMPL) (PSL) (FG) (4FTX5FT-3FTX5FT)	INLET (COMPL)(PSL)(FG)(5FTX5FT-3FTX3FT)
			LF	SY	SY	SY	LF	LF	EA	LF	LF	LF	LF	LF	LF	EA	EA	EA
Culvert 1, 1 of 9	176+09.84		13			80		88										
Culvert 2, 2 of 9	193+85.73					15		9										
Culvert 7, 3 of 9	230+23.13					32				2								
Culvert 8, 4 of 9	501+74.87						3											
Culvert 9, 5 of 9	504+16.77										40							
Culvert 10, 6 of 9	509+60.42			4		4												
Culvert 11, 7 of 9	251+90.74				9		7											
Culvert 12, 8 of 9	259+22.40					43												
Culvert 13, 9 of 9	268+70.31																	
Drainage PP, 1 of 2	272+65	277+00	352			37								391	88	2		1
Drainage PP, 2 of 2	277+00	287+00	899						2				858				3	
WQ DRAINAGE PLAN												220						2
TOTAL			1,264	4	9	211	10	97	2	2	40	220	858	391	88	2	3	3

SUMMARY OF DRAINAGE QUANTITIES

ITEM NO. DESC. CODE (TXDOT)			465 6136	466 6093	466 6103	466 6126	466 6127	466 6136	466 6181	466 6182	467 6316	467 6345	467 6354	467 6461	496 6006	480 6001	496 6007	WC 9034
SHEET NO.	BEGINNING STATION	ENDING STATION	INLET (COMPL)(PSL)(FG)(5FTX5FT-3FTX5FT)	HEADWALL (CH-PW-0) (DIA= 12 IN)	HEADWALL (CH - PW - 0) (DIA= 48 IN)	HEADWALL (CH-PW-S) (DIA= 12 IN)	HEADWALL (CH PW-S) (DIA= 15 IN)	HEADWALL (CH PW - S) (DIA= 48 IN)	WINGWALL (PW 1) (HW=6 FT)	WINGWALL (PW 1) (HW=7 FT)	SET (TY II) (12 IN) (CMP) (4: 1) (C)	SET (TY II) (18 IN) (CMP) (4: 1) (C)	SET (TY II) (18 IN) (RCP) (2: 1) (C)	SET (TY II) (42 IN) (RCP) (3: 1) (C)	REMOV STR (HEADWALL)	CLEAN EXIST CULVERTS	REMOV STR (PIPE)	SPILL CONTAINMENT INTERCEPTOR AND SEPARATOR (HMBS SYS)
			EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	LF	EA
Culvert 1, 1 of 9	176+09.84							2							2			
Culvert 2, 2 of 9	193+85.73				1										1			
Culvert 7, 3 of 9	230+23.13									1								
Culvert 8, 4 of 9	501+74.87										1				1	1		
Culvert 9, 5 of 9	504+16.77						2								2	1		
Culvert 10, 6 of 9	509+60.42			1							1				1		5	
Culvert 11, 7 of 9	251+90.74					1					1				1			
Culvert 12, 8 of 9	259+22.40								2								8	
Culvert 13, 9 of 9	268+70.31											1				1		
Drainage PP, 1 of 2	272+65	277+00												1				
Drainage PP, 2 of 2	277+00	287+00	1															
WQ DRAINAGE PLAN													2					2
TOTAL			1	1	1	1	2	2	2	1	3	1	2	1	8	3	13	2

SUMMARY OF SWPPP QUANTITIES

ITEM NO. DESC. CODE (TXDOT)			160 6002	164 6004	164 6005	164 6010	168 6001	169 6006	432 6023	506 6020	506 6024	506 6038	506 6039	506 6041	506 6043	506 6002	506 6011
SHEET NO.	BEGINNING STATION	ENDING STATION	FURNISHING AND PLACING TOPSOIL	SEEDING FOR EROSION CONTROL (TY 4)	SEEDING FOR EROSION CONTROL (TY 5)	SEEDING FOR EROSION CONTROL (TY 10)	VEGETATIVE WATERING	SOIL RETENTION BLANKETS (CL 2) (TY F)	RIPRAP (STONE COMMON)(DRY) (6 IN)	CONSTRUCTION EXITS (INSTALL) (TY 1)	CONSTRUCTION EXITS (REMOVE)	TEMP SEDMT CONT FENCE (INSTALL)	TEMP SEDMT CONT FENCE (REMOVE)	BIODEG EROSN CONT LOGS (INSTL) (12")	BIODEG EROSN CONT LOGS (REMOVE)	ROCK FILTER DAMS (INSTALL) (TY 2)	ROCK FILTER DAMS (REMOVE)
			SY	SY	SY	SY	MG	SY	CY	SY	SY	LF	LF	LF	LF	LF	LF
SHEET 1 OF 7	BEGIN	187+00	6612	3306	6612	3306	198	1807		78	78			1670	1670	42	42
SHEET 2 OF 7	187+00	207+00	2989	1495	2989	1495	90	671		115	115			922	922	61	61
SHEET 3 OF 7	207+00	227+00	4545	2273	4545	2273	136	3301		41	41			1984	1984	46	46
SHEET 4 OF 7	227+00	510+00	4808	2404	4808	2404	144							1924	1924	87	87
SHEET 5 OF 7	510+00	267+00	5127	2564	5127	2564	154	694						1981	1981	47	47
SHEET 6 OF 7	267+00	287+00	4020	2010	4020	2010	121	2150	83			647	647	1216	1216	43	43
SHEET 7 OF 7	287+00	END	1689	845	1689	845	51			78	78	726	726	29	29		
TOTAL			29790	14895	29790	14895	894	8623	83	312	312	1373	1373	9726	9726	326	326

REV. No.	DATE	REVISION	BY

Williamson COUNTY 1848

K FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 8035)

HAIRY MAN ROAD / BRUSHY CREEK ROAD IMPROVEMENTS

SUMMARY OF ESTIMATED QUANTITIES

DESIGNED: EJW	FED. RD DIV. No.	STATE	PROJECT No.		HIGHWAY No.	
CHECKED: CMC	X	TEXAS			HAIRY MAN RD	
DRAWN: MD	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.	JOB No.	SHEET No.
CHECKED: CMC	AUSTIN	WILLIAMSON	XXX	XX	XXX	16

PLOT DRIVER: X:\Bentley\Standards\plotdrv\KFA+PDF-BW 11X17.pltcfg
PEN TABLE: ..\Pen\Project\0513xPenTable.tbl
FILE: X:\Projects\0513-HairyManRoad\Drainage\PS&E\DGN\Sheets\0513xQTY-01.dgn

100% SUBMITTAL

DATE: 7/16/2020 TIME: 10:59:18 AM

A01
TY PSL(FG)(3'x 3'-3'x 3')
STA 175+50.00 (HMR_CL)
OFF -28.00

STU-A
STORMCEPTOR 4800 OR APPROVED EQUAL
STA 175+75.00 (HMR_CL)
OFF -28.00

A-OUT
18" 2:1 SETP-PD
STA 175+95.68 (HMR_CL)
OFF -31.31

B-OUT
18" 2:1 SETP-PD
STA 176+09.57 (HMR_CL)
OFF -31.23

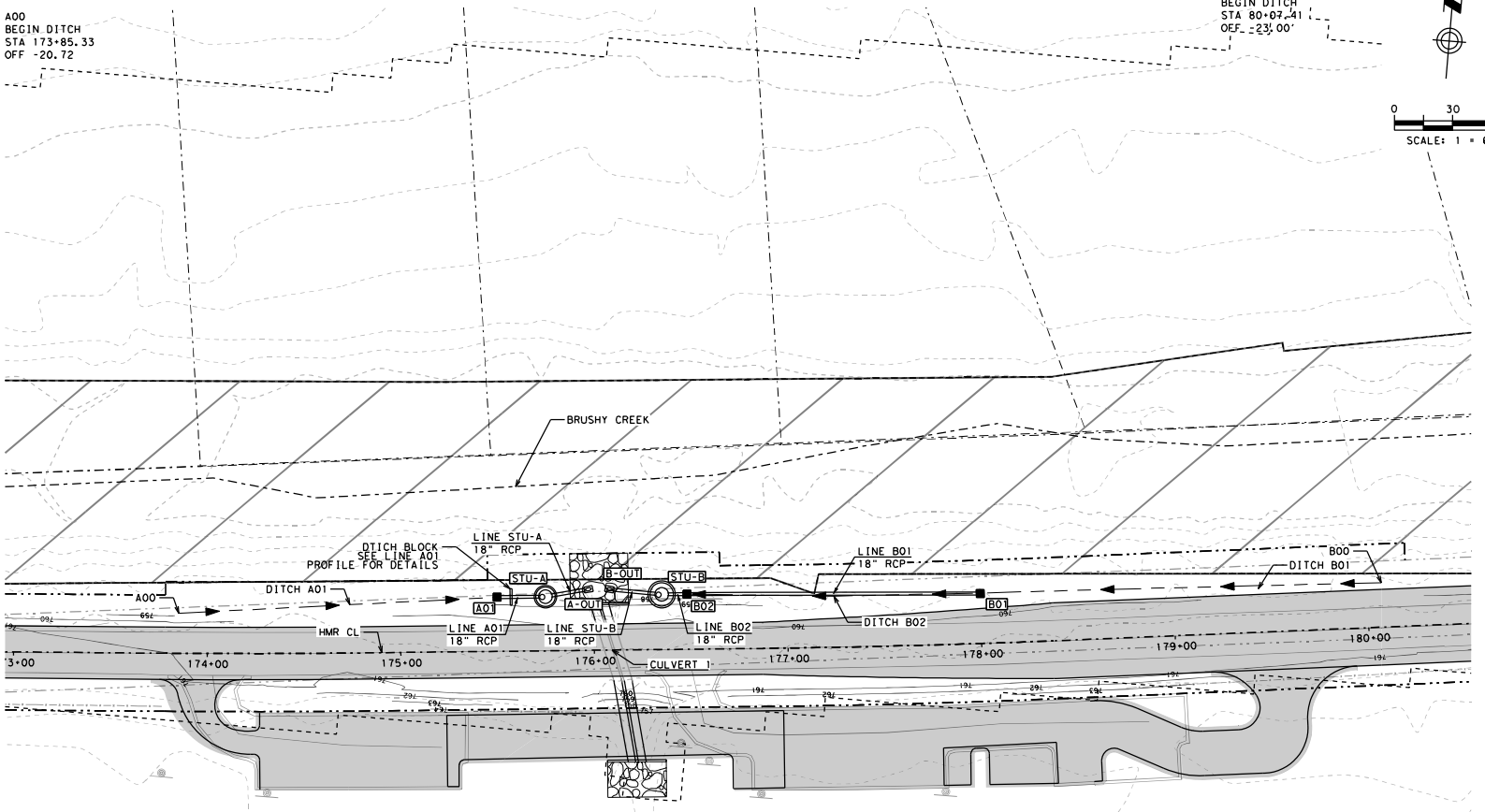
STU-B
STORMCEPTOR 7200 OR APPROVED EQUAL
STA 176+35.00 (HMR_CL)
OFF -28.50

B02
TY PSL(FG)(3'x 3'-3'x 3')
STA 176+48.00 (HMR_CL)
OFF -28.50

B01
TY PSL(FG)(3' x 3'-3'x 3')
STA 178+00.00 (HMR_CL)
OFF -25.80

B00
BEGIN DITCH
STA 80+07.41
OFF -23.00'

A00
BEGIN DITCH
STA 173+85.33
OFF -20.72



0 30 60
SCALE: 1 = 60'

LEGEND

- PROPOSED R.O.W.
- EXISTING R.O.W.
- PROPOSED EOP
- EXISTING EOP
- EXISTING PARCELS
- EXISTING CONTOURS
- PROPOSED CONTOURS
- XX DRAINAGE NODE ID
- FLOW ARROW
- FEMA DFIRM FLOODPLAIN
- FEMA DFIRM FLOODWAY
- IMPERVIOUS COVER

NOTES:

1. GRATE INLET OFFSETS ARE TO THE INLET CENTERLINE.
2. MANHOLE AND STORMCEPTOR OFFSETS ARE TO THE CENTERLINE OF THE STRUCTURE.
3. INLET AND LINK ANALYSIS PERFORMED USING GEOPAK DRAINAGE (2004) EDITION.
4. REFER TO WPAP FOR WQ PROJECT LIMITS AND DETAILED LOAD REMOVAL CALCULATIONS.
5. PROPOSED BMPS EXCEED TSS REQUIRED BASED ON ADDITIONAL IMPERVIOUS COVER DUE TO PROPOSED PROJECT.

Carol J. Hebbe, P.E.
STATE OF TEXAS
CAROL J HEBBE
94722
LICENSED
PROFESSIONAL ENGINEER
7/16/2020

DROP INLET CALCULATIONS

INLET ID	STATION	OFFSET	TYPE	PROFILE TYPE	GRATE TYPE	GRATE PERIMETER (FT)	GRATE AREA (SF)	CLOG REDUCTION FACTOR	PERIMETER REDUCTION FACTOR	* 2-YEAR DISCHARGE (CFS)	ALLOWABLE PONDED DEPTH (FT)	PONDED DEPTH (FT)
A01	175+50.00	-28.00	Grate	Sag	TY PSL(FG)(3' x 3')	12.7	5.5	0.5	0.5	1.45	0.50	0.18
B01	178+00.00	-25.80	Grate	On Grade	TY PSL(FG)(3' x 3')	12.7	5.5	0.5	0.5	1.58	0.50	0.20
B02	176+48.00	-28.50	Grate	Sag	TY PSL(FG)(3' x 3')	12.7	5.5	0.5	0.5	1.76	0.50	0.20

LINK CALCULATIONS

LINK ID	US NODE ID	DS NODE ID	US FL ELEV (FT)	US HGL (FT)	JUNCTION LOSS (FT)	DS FL ELEV (FT)	DS HGL (Ft)	ACTUAL VELOCITY (FPS)	SIZE	NUMBER OF BARRELS	ACTUAL LENGTH (FT)	LINK SLOPE (%)	FRICTION SLOPE (%)	MANNING'S N	TC CALCULATED (MIN)	TC USED (MIN)	* 2-YEAR DISCHARGE (CFS)	CAPACITY (CFS)
A01	A01	STU-A	753.80	754.44	0.17	753.70	754.13	3.4	18" RCP	1	21	0.50	0.51	0.012	10.0	10.0	1.4	8.7
B01	B01	B02	753.91	754.56	0.17	753.17	753.62	3.5	18" RCP	1	149	0.50	0.50	0.012	10.0	10.0	1.6	8.7
B02	B02	STU-B	753.17	753.95	0.11	753.13	753.75	4.2	18" RCP	1	9	0.50	0.50	0.012	10.7	10.7	2.9	8.7
STU-A	STU-A	A-OUT	753.63	754.11	0.00	753.45	753.81	4.3	18" RCP	1	18	1.00	1.01	0.012	10.0	10.0	1.4	12.2
STU-B	STU-B	B-OUT	753.05	753.73	0.00	752.83	753.36	5.2	18" RCP	1	23	1.00	1.01	0.012	10.7	10.7	2.9	12.2

*2-YR DISCHARGE SHOWN TO DEMONSTRATE PROPOSED INFRASTRUCTURE HAS ADEQUATE CAPACITY TO ACCEPT REQUIRED WQ RUNOFF.

REV. No.	DATE	REVISION	BY

Williamson COUNTY 1848

K FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 8035)

HAIRY MAN ROAD / BRUSHY CREEK ROAD IMPROVEMENTS

WATER QUALITY DRAINAGE PLAN

SHEET 1 OF 1

DESIGNED: EJW	FED. RD DIV. No.	STATE	PROJECT No.				HIGHWAY No.
CHECKED: CMC	X	TEXAS					HAIRY MAN RD
DRAWN: MD	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.	JOB No.	SHEET No.	
CHECKED: CMC	AUSTIN	WILLIAMSON	XXX	XX	XXX	111	

PLOT DRIVER: X:\Bentley\Standards\Plotdrv\KFA*PDF-BW 11X17.pltcfg
PEN TABLE: ...\Pen\Project\0513*PenTable.tbl
FILE: X:\Projects\0513-HairyManRoad\Drainage*PS&E\DGN\Sheets\0513*WQ*PLN-01.dgn

CHANGE ORDER PROPOSAL

Contractor: DeNucci Constructors, LLC.

Project Name: T2232 Hairy Man Road/Brushy Creek Road Improvements

Change Order Proposal Number: 1 Date: 6/10/2021

Description:

Change order to substitute 3x3-3x3 for 5x5-3x3 Storm Junction Boxes at Sta 176+48.00 and 178+00.00

Labor:

Position	Quantity	RT Hrs	OT Hrs		RT Rate	OT Rate	Total
Utility Foreman					$50.00	$75.00	$0.00
Utility Lead Man					$42.50	$63.75	$0.00
Operators					$24.00	$36.00	$0.00
TS Tech					$23.00	$34.50	$0.00
Laborers					$20.00	$30.00	$0.00
					$0.00	$0.00	$0.00
					$0.00	$0.00	$0.00
					$0.00	$0.00	$0.00
Truck Driver					$0.00	$0.00	$0.00
						Subtotal	$0.00

Material

Description	Quantity		Unit		Rate	Total
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	$0.00

Subcontractors/Vendors:

Description	Total
Subtotal	$0.00

Unit Pricing

Description	Quantity		Unit		Price	Total
3x3 Storm Junction Box	2		EA		$4,500.00	$9,000.00
5x5 Storm Junction Box	-2		EA		$4,800.00	($9,600.00)
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	($600.00)

Equipment:

Description	Quantity		Unit	Operating Cost/Day	FHWA Rate	Total
			HR		$35.00	$0.00
			HR		$15.00	$0.00
			HR		$0.00	$0.00
			HR		$0.00	$0.00
			HR		$0.00	$0.00
						$0.00
					Subtotal	$0.00

Labor		$0.00
Labor Burden	55%	$0.00
Labor P & O	25%	$0.00
Material		$0.00
Material P & O	25%	$0.00
Subcontractor		$0.00
Subcontractor P & O	25%	$0.00
Bid Item		-$600.00
Equipment		$0.00
Bond	1%	-$6.00
TOTAL		-$606.00

Additional days requested: 0

AutoSave Off | ALB-C-2 - Protected View | Search | Ryan DeNucci RD
File Home Insert Page Layout Formulas Data Review View Help Acrobat | Share | Comments
PROTECTED VIEW Be careful—files from the Internet can contain viruses. Unless you need to edit, it's safer to stay in Protected View. Enable Editing

CP1534 | fx 4475

CONSTRUCTION PROJECT - AVERAGE LOW BID

District: ALL

UPDATED :: 03/09/2021

	A	ITEM CODE	ITEM DESCRIPTION	ITEM UNIT	DISTRICT13 - 12M AVG	DISTRICT14 - 3M COUNT	DISTRICT14 - 3M QUANTITY	DISTRICT14 - 3M AVG	DISTRICT14 - 12M COUNT	DISTRICT14 - 12M QUANTI	DISTRICT14 - 12M AVG
					AUSTIN 14						SAN 15
						3 Month			12 Month		3 Mo
1528		04656076	INLET (COMPL)(PSL)(RC)(6FTX6FT)	EA							
1529		04656077	INLET (COMPL)(PSL)(RC)(8FTX8FT)	EA							
1530		04656078	INLET (COMPL)(PSL)(RG)(3FTX3FT)	EA					1	2.00	$2,500.00
1531		04656086	INLET (COMPL)(PSL)(SH)(3FTX3FT-3FTX3FT)	EA							
1532		04656101	INLET (COMPL)(PSL)(SH)(6FTX6FT-4FTX4FT)	EA							
1533		04656109	INLET (STG I)(PSL)(S1)(3FTX5FT-3FTX3FT)	EA							
1534		04656126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	EA	$4,300.00				4	24.00	$4,475.00
1535		04656127	INLET (COMPL)(PSL)(FG)(4FTX4FT-3FTX3FT)	EA							
1536		04656128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	EA		1	2.00	$5,000.00	4	14.00	$5,450.00
1537		04656129	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX3FT)	EA							
1538		04656130	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX5FT)	EA		1	1.00	$5,200.00	2	9.00	$5,263.26
1539		04656132	INLET (COMPL)(PSL)(FG)(4FTX5FT-4FTX4FT)	EA					1	1.00	$7,300.00
1540		04656133	INLET (COMPL)(PSL)(FG)(4FTX5FT-3FTX5FT)	EA					2	32.00	$5,615.99
1541		04656134	INLET (COMPL)(PSL)(FG)(5FTX5FT-3FTX3FT)	EA							
1542		04656136	INLET (COMPL)(PSL)(FG)(5FTX5FT-3FTX5FT)	EA					2	14.00	$6,654.11
1543		04656137	INLET (COMPL)(PSL)(FG)(5FTX6FT-3FTX3FT)	EA							
1544		04656138	INLET (COMPL)(PSL)(FG)(5FTX6FT-4FTX4FT)	EA							
1545		04656139	INLET (COMPL)(PSL)(FG)(5FTX6FT-3FTX5FT)	EA					1	1.00	$7,000.00
1546		04656140	INLET (COMPL)(PSL)(FG)(6FTX6FT-3FTX3FT)	EA							
1547		04656141	INLET (COMPL)(PSL)(FG)(6FTX6FT-4FTX4FT)	EA							

BID CODE AVG PRICES

Ready 100%
Type here to search 75°F 10:39 AM 6/10/2021

CONSTRUCTION PROJECT - AVERAGE LOW BID

District: AUSTIN

UPDATED :: 06/09/2021

			AUSTIN					
			14					
			3 Month			12 Month		
ITEM CODE	ITEM DESCRIPTION	ITEM UNIT	DISTRICT14 - 3M COUNT	DISTRICT14 - 3M QUANTI	DISTRICT14 - 3M AVG	DISTRICT14 - 12M COUN	DISTRICT14 - 12M QUANTI	DISTRICT14 - 12M AVG
04656126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	EA	2	8.00	$4,417.60	4	27.00	$4,553.36

Austin District average bid price ranges from $4,418 to $4,553 EA, therefore the contractors proposed price of $4,500 EA is found to be fair and reasonable.

Commissioners Court - Regular Session **42.**

Meeting Date: 07/27/2021

T4327 Great Oaks Drive Improvements at Brushy Creek NOI

Submitted By: Mayra Ramos, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Pollution Prevention Plan associated with the Construction Activity under Construction General Permit (TXR150000) for Great Oaks Drive Improvements at Brushy Creek, a Road Bond program in Commissioner Pct. 1. P: 270 Funding Source: Road Bond.

Background

Williamson County must submit an NOI to obtain coverage under Construction General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NOI T4327 Great Oaks Brushy Creek

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 10:39 AM
Form Started By: Mayra Ramos		Started On: 07/19/2021 08:00 AM
Final Approval Date: 07/22/2021		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	Great Oaks Drive Improvements at Brushy Creek
Does the site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	Along Great Oaks Drive From Brightwater Blvd to Oak Ridge Drive
City	Round Rock
State	TX
ZIP	78681
County	WILSON
Latitude (N) (##.######)	30.519925
Longitude (W) (-###.######)	-97.734473
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	Great Oaks Drive Improvements at Brush Creek
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	Along Great Oaks Drive from Brightwater Blvd to Oak Ridge Drive
City	Round Rock
State	TX
ZIP	78681
County	WILLIAMSON
Latitude (N) (##.######)	30.519925
Longitude (W) (-###.######)	-97.734473
Facility NAICS Code	
What is the primary business of this entity?	

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes
Responsible Authority Contact	
Organization Name	Williamson County
Prefix	THE HONORABLE
First	Bill
Middle	
Last	Gravell
Suffix	JR
Credentials	
Title	County Judge
Responsible Authority Mailing Address	
Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD
Routing (such as Mail Code, Dept., or Attn:)	Suite 100
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5129431550
Extension	
Alternate Phone (###-###-####)	

Fax (###-###-####)	
E-mail	aschiele@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	Mayra
Middle	
Last	Ramos
Suffix	
Credentials	
Title	Contract Admi
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD
Routing (such as Mail Code, Dept., or Attn:)	STE 100
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125276714
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	mramos@hntb.com

CNOI General Characteristics

Is the project located on Indian Country Lands?	No
Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?	No

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction

of the Railroad Commission of Texas and may need to obtain authorization from EPA Region 6.

What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	0116
If applicable, what is the Secondary SIC Code(s)?	
What is the total number of acres disturbed?	9.16
Is the project site part of a larger common plan of development or sale?	No
What is the estimated start date of the project?	08/01/2021
What is the estimated end date of the project?	08/31/2023
Will concrete truck washout be performed at the site?	Yes
What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	Brushy Creek
What is the segment number(s) of the classified water body (s) that the discharge will eventually reach?	1244
Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
What is the name of the MS4 Operator?	Round Rock
Are any of the surface water bodies receiving discharges from the construction site on the 2016 Texas Integrated Report of Surface Water Quality?	Yes
What is the name(s) of the impaired water body(s) receiving the discharges from the contruction site?	Brushy Creek
Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes
I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes

I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **43.**

Meeting Date: 07/27/2021

Proposed amendments to the Williamson County Subdivision Regulations

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting the date of August 31, 2021 at 10:00 AM to consider and take action on proposed amendments to the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code and authorize publishing notice of same in the Williamson County Sun.

Background

A virtual public meeting and comment period for the proposed amendments will take place from July 28, 2021 to August 17, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Subdivision Regulations- Proposed Amendments

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 11:56 AM
Form Started By: Kelly Murphy		Started On: 07/22/2021 09:34 AM
Final Approval Date: 07/22/2021		

Williamson County Subdivision Regulations

DRAFT

Adopted and Effective
as of August 31th, 2021

Resolution & Order

THE STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF WILLIAMSON §

THAT ON THIS, the 31 day of August, 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 August 31, 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

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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, June 22, 2021, and August 31, 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.

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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 3rd 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.

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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.

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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**

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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.

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b. Collector roads are those which typically connect local roads and minor 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 minor collector to accommodate more daily traffic.

c. Major Collector roads are those which typically connect local roads, minor 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 minor 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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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^{o} 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.

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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 Classific-ation	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	Prohib-ited	2 sides	2 sides	2 sides	2 sides	2 sides	Limited **	Limited **	Prohib-ited	Prohib-ited
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.

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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 proposed pavements (flexible and rigid) are to be specified in the Geotech report. The Geotech report is to be signed and sealed by a Registered Professional Engineer. Pavement designs shall follow the below County requirements based upon soil conditions from 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

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below non-fractured rock or 3 ft below fractured rock. The pavement design must meet at least the minimum of one of the approved County designs and provided in the geotechnical report for review and approval prior to 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.

B4.5 Flexible Pavement Designs based on Roadway Classification

Minimum Local Roadway (Urban) Flexible Pavement design				
Plasticity Index	PI <20	PI 20-35	PI 35-55	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
HMA Surface	2”	2”	2”	TxDOT Item 340 D- GR HMA PG 70-22 SAC B (1)
Prime Coat or One Course Underseal				AEP or TxDOT Item 316 (4)
Flexible Base	12”	12”	14”	TxDOT Item 247 FLBS TY A GR 5(2)
Lime treated Subgrade		8”	8”	TxDOT Item 260 (3)
Notes:	1) See Appendix B7 for material requirements for HMA. 2) See Appendix B6 for additional Flexible Base specifications. 3) Pellitized lime is not allowed. Use hydrated lime or lime slurry. Confirm sulfates are not present in soil. 4) For PI >55 additional pavement structure is necessary and shall be reviewed and approved by the County Engineer.			

Minimum Collector Roadway (Urban) Flexible Pavement design				
Plasticity Index	PI <20	PI 20-35	PI 35-55	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
HMA Surface	2”	2”	2”	TxDOT Item 340 D- GR HMA PG 70-22 SAC B (1)
Prime Coat or One Course Underseal				AEP or TxDOT Item 316 (4)
Flexible Base	14”	14”	16”	TxDOT Item 247 FLBS TY A GR 5(2)
Lime treated Subgrade		8”	8”	TxDOT Item 260 (3)
Notes:	1) See Appendix B7 for material requirements for HMA. 2) See Appendix B6 for additional Flexible Base specifications. 3) Pellitized lime is not allowed. Use hydrated lime or lime slurry. Confirm sulfates are not present in soil. 4) For PI >55 additional pavement structure is necessary and shall be reviewed and approved by the County Engineer.			

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Minimum Arterial Roadway (Urban) Flexible Pavement design				
Plasticity Index	PI <20	PI 20-35	PI 35-55	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
HMA Surface	2”	2”	2”	TxDOT Item 340 D- GR HMA PG 70-22 SAC B (1)
Prime Coat or One Course Underseal				AEP or TxDOT Item 316 (4)
Flexible Base	20”	20”	22”	TxDOT Item 247 FLBS TY A GR 5(2)
Lime treated Subgrade		8”	10”	TxDOT Item 260 (3)
Notes:	1) See Appendix B7 for material requirements for HMA. 2) See Appendix B6 for additional Flexible Base specifications. 3) Pellitized lime is not allowed. Use hydrated lime or lime slurry. Confirm sulfates are not present in soil. 4) For PI >55 additional pavement structure is necessary and shall be reviewed and approved by the County Engineer. 5) See appendix B7 for requirements on asphalt and aggregate.			

B4.6 Rigid Pavement Designs based on Roadway Classification

Local Roadway (Urban/ Rural) Rigid Pavement design				
Plasticity Index	PI <20	PI 20-35	PI 35-55	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
CRCP	6”	6”	8”	TxDOT Item 421 – Class P Concrete CRCP (1)- 13, Continuously Reinforced Concrete Pavement, One-layer steel bar placement
HMA Bond Breaker	1”	1”	1”	TxDOT Item D- GR HMA TY D or TY F PG 64-22
Flexible Base	6”	8”	8”	TxDOT Item 247 FLBS TY A GR 4(2)
Lime treated Subgrade			8”	TxDOT Item 260 (3)
Notes:	1) See Appendix B7 for material requirements for CRCP 2) See Appendix B6 for additional Cement Treated Base specifications 3) Pellitized lime is not allowed. Use hydrated lime or lime slurry. Confirm sulfates are not present in soil. 4) For PI >55 additional pavement structure is necessary and shall be reviewed and approved by the County Engineer			

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Collector Roadway (Urban/ Rural) Rigid Pavement design				
Plasticity Index	PI <20	PI 20-35	PI 35-55	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
CRCP	6”	6”	8”	TxDOT Item 421 – Class P Concrete CRCP (1)- 13, Continuously Reinforced Concrete Pavement, One-layer steel bar placement
HMA Bond Breaker	1”	1”	1”	TxDOT Item D- GR HMA TY D or TY F PG 64-22
Flexible Base	8”	10”	10”	TxDOT Item 247 FLBS TY A GR 4(2)
Lime treated Subgrade			8”	TxDOT Item 260 (3)
Notes:	1) See Appendix B7 for material requirements for CRCP 2) See Appendix B6 for additional Cement Treated Base specifications 3) Pellitized lime is not allowed. Use hydrated lime or lime slurry. Confirm sulfates are not present in soil. 4) For PI >55 additional pavement structure is necessary and shall be reviewed and approved by the County Engineer			

Arterial Roadway (Urban/ Rural) Rigid Pavement design				
Plasticity Index	PI <20	PI 20-35	PI 35-55	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
CRCP	11”	11”	11”	TxDOT Item 421 – Class P Concrete CRCP (1)- 13, Continuously Reinforced Concrete Pavement, One-layer steel bar placement
HMA Bond Breaker	1”	1”	1”	TxDOT Item D- GR HMA TY D or TY F PG 64-22
Flexible Base	12”	12”	12”	TxDOT Item 247 FLBS TY A GR 4(2)
Lime treated Subgrade		6”	10”	TxDOT Item 260 (3)
Notes:	1) See Appendix B7 for material requirements for CRCP 2) See Appendix B6 for additional Cement Treated Base specifications 3) Pellitized lime is not allowed. Use hydrated lime or lime slurry. Confirm sulfates are not present in soil. 4) For PI >55 additional pavement structure is necessary and shall be reviewed and approved by the County Engineer			

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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.

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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.

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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 1of 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.

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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

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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.

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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 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.

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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.

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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

Notes
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

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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

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- 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.

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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.

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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 Date
Williamson County, Texas

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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*> Date
<*title*>, Williamson County Engineer

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*> Date
Williamson County Floodplain Administrator

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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

_____ , AS RECORDED IN DOCUMENT _____ IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

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 VEHICHLE 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

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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:

C11.2.1 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 WLLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.

C11.2.2 THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY _____ , DATED _____ ___ , 20__.

C11.2.3 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 SUBDIVION.

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 herby certify that the information contained on this plat complies with the subdivision regulations adopted by Williamson County, Texas.

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Appendix D - Plat Application

County Engineers' Office
3151 SE Inner Loop, Suite B
Georgetown, TX 78626
Telephone (512) 943-3330
Fax (512) 943-3335
Email:development@wilco.org

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION	
APPLICATION DATE*:	RESUBMITTAL: ☐ YES ☐ NO
PROJECT NAME:	
PROJECT ADDRESS OR LOCATION:	
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:	
NUMBER OF LOTS:	TOTAL ACREAGE:
JURISDICTION: ☐ _____ CITY LIMITS ☐ _____ ETJ ☐ 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				
☐ PRELIMINARY PLAT	☐ CONSTRUCTION PLANS	☐ FINAL PLAT	☐ AMENDED PLAT / REPLAT	☐ MINOR PLAT

DIGITAL FILE SUBMISSION
☐ ADOBE .pdf and ☐ AutoCAD .dwg to COUNTY ENGINEER (email: development@wilco.org)
☐ ADOBE .pdf and ☐ AutoCAD .dwg to 911 ADDRESSING (email: gis@wilco.org)

CONTACT INFORMATION					
AGENT INFORMATION			**PROPERTY OWNER INFORMATION**		
FIRM NAME:			OWNER NAME:		
CONTACT:			CONTACT:		
ADDRESS:			ADDRESS:		
CITY:	STATE:	ZIP:	CITY:	STATE:	ZIP:
PHONE: ( )	FAX: ( )		PHONE: ( )	FAX: ( )	
EMAIL:			EMAIL:		
DEVELOPER INFORMATION			**SURVEYOR INFORMATION**		
FIRM NAME:			FIRM NAME:		
CONTACT:			CONTACT:		
ADDRESS:			ADDRESS:		

DRAFT

CITY:	STATE:	ZIP:	CITY:	STATE:	ZIP:
PHONE: ( )	FAX: ( )		PHONE: ( )	FAX: ( )	
EMAIL:			EMAIL:		
ENGINEER INFORMATION			**OTHER CONTACT INFORMATION** (IF DIFFERENT)		
FIRM NAME:			OWNER NAME:		
CONTACT:			CONTACT:		
ADDRESS:			ADDRESS:		
CITY:	STATE:	ZIP:	CITY:	STATE:	ZIP:
PHONE: ( )	FAX: ( )		PHONE: ( )	FAX: ( )	
EMAIL:			EMAIL:		

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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.

Signature:	Printed Name:	Date:
Signature:	Printed Name:	Date:

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.

CALCULATION OF FEES

PRELIMINARY PLAT: $550 + ___ lots x $40 per lot = $_____	CONSTRUCTION PLANS: ___ lots x $35 per lot + ___ feet road x $1.00 per foot = $_____	FINAL PLAT: $550 + ___ feet road x $1.00 per foot + ___ lots x $25 per lot = $_____	AMENDED PLAT / REPLAT: $550	MINOR PLAT: $550

RECEIPT BY WILLIAMSON COUNTY (Office use only)

Date Application Received: ____ / ____ / 20____	Date Application Accepted / Rejected: ____ / ____ / 20____
Signature:	Signature:

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.

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Appendix E - Plat Review and Approval Authority in ETJ's

ETJ	Review Authority	Are plats approved by the Wilco Commissioners Court?	County Judge Signature Block Required?	County Clerk Signature Block Required?	Wilco Addressing Coordinator Block Required?
Austin ETJ	City of Austin	No	No	Yes	Yes
Cedar Park ETJ	City of Cedar Park	No	No	Yes	Yes[4]
Coupland ETJ	Williamson County	Yes	Yes	Yes	Yes
Florence ETJ	City of Florence	No	No	Yes	Yes
Georgetown ETJ	Joint[1]	No	No	Yes	No
Granger ETJ	City of Granger	No	No	Yes	Yes
Hutto ETJ	Varies[2]	Varies[2]	Varies[2]	Yes	Yes
Jarrell ETJ	Williamson County	Yes	Yes	Yes	Yes
Leander ETJ	City of Leander	No	No	Yes	Yes
Liberty Hill ETJ	Joint[1]	No	No	Yes	Yes
Pflugerville ETJ	Williamson County	Yes	Yes	Yes	Yes
Round Rock ETJ	Varies[3]	Varies[3]	Varies[3]	Yes	Yes[5]
Taylor ETJ	City of Taylor	No	No	Yes	Yes
Thrall ETJ	City of Thrall	No	No	Yes	Yes
Weir ETJ	City of Weir	No	No	Yes	Yes
Williamson County	Williamson County	Yes	Yes	Yes	Yes

[1] In the Georgetown and Liberty Hill ETJ's, both the County and the respective city have joint, cooperative review authority. In these cases, there is a common rule book, or "Unified Development Code", that is used by both the City and County. The County's review comments are forwarded to the respective city for inclusion along with that city's review comments.

[2] In the Hutto ETJ, whether or not the plat is approved by the Williamson County Commissioners Court depends on whether there's going to be public sewer, and then only if the subdivision boundary is contiguous with the existing Hutto city limit. If so, the City of Hutto has review authority as they will annex this subdivision into their city. If not (i.e., there will be OSSD, there is a MUD, or just a water authority only), the Williamson County Commissioners Court will approve the plat. In the Star Ranch development, a joint review is performed by both Williamson County and the City of Hutto.

[3] The Round Rock ETJ is geographically segmented, where designated areas of the ETJ are under the review authority of Williamson County and plats in these areas are approved by the Williamson County Commissioners Court. The remaining areas within the ETJ are under the review authority of the City of Round Rock and plats in these areas are approved by the City of Round Rock.

[4] The City of Cedar Park assigns addresses within the Block House subdivision.

[5] The City of Round Rock assigns addresses within the Paloma Lake and Siena subdivisions.

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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.

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Appendix G – Roadway Cross-Sections

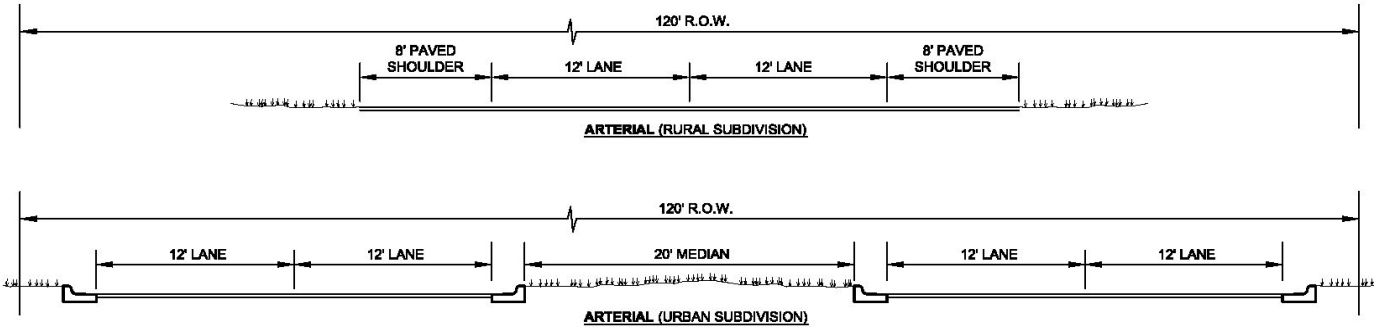

Figure G-1: Arterial Road Cross Sections

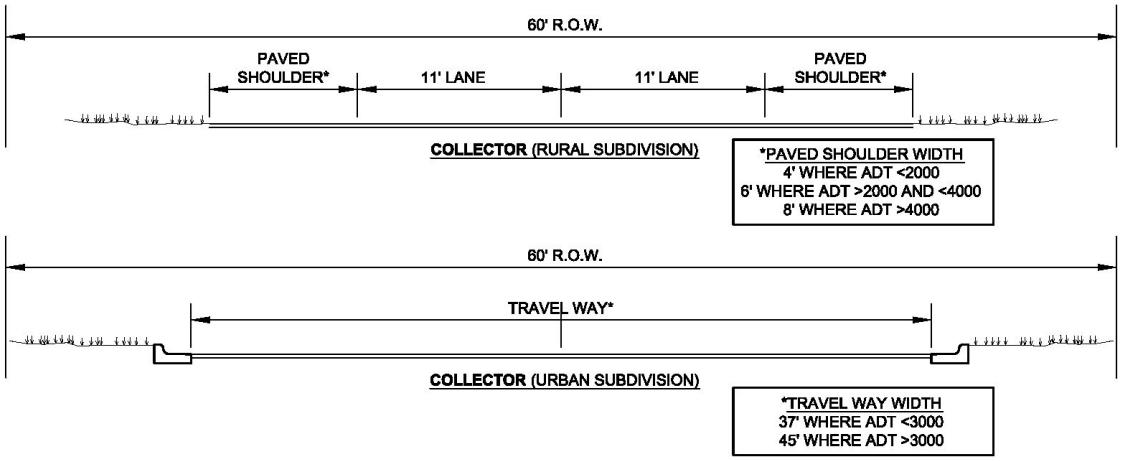

Figure G-2: Collector Road Cross Sections

NOTE: Minimum paved width of 26 feet, exclusive of shoulders, ribbon curb and/or curb & gutter, is required for all roads with fire hydrants.

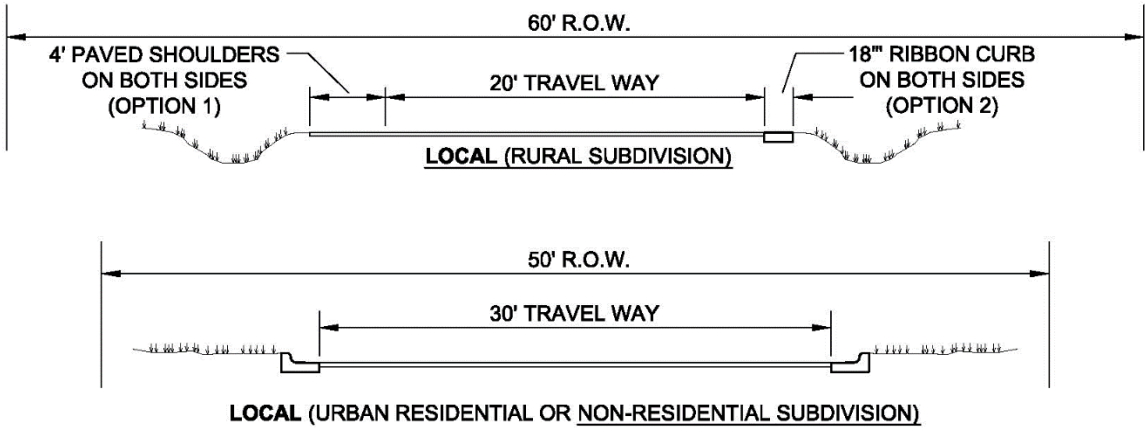

Figure G-3: Local Road Cross Sections

Appendix H – Curb Details

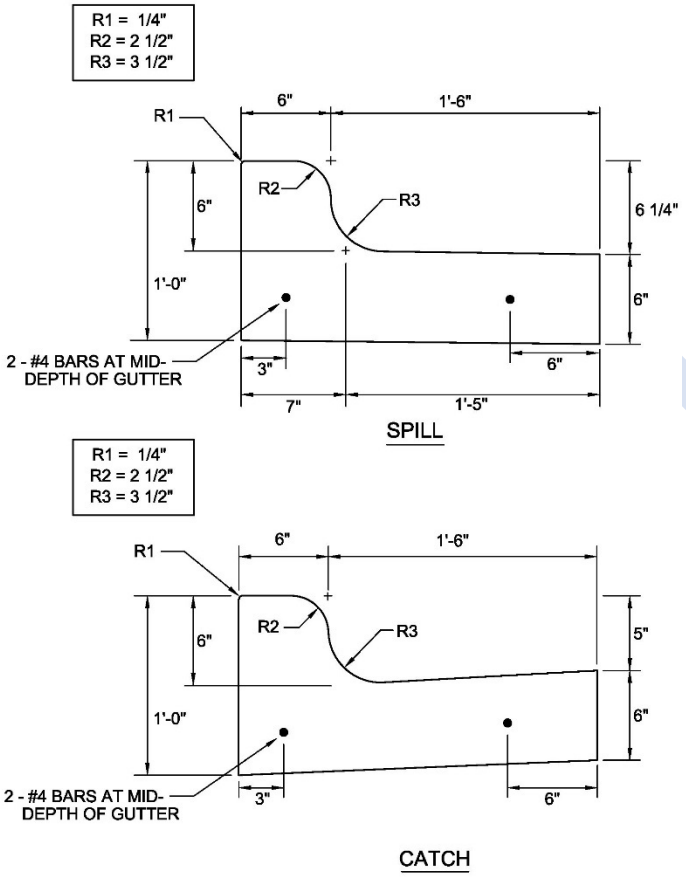

Figure H-1: 24-inch Curb & Gutter Detail

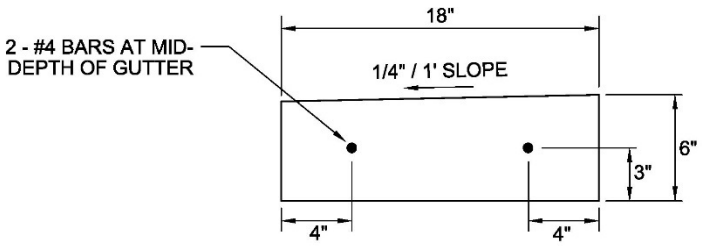

Figure H-2: 18" Ribbon Curb Detail

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.

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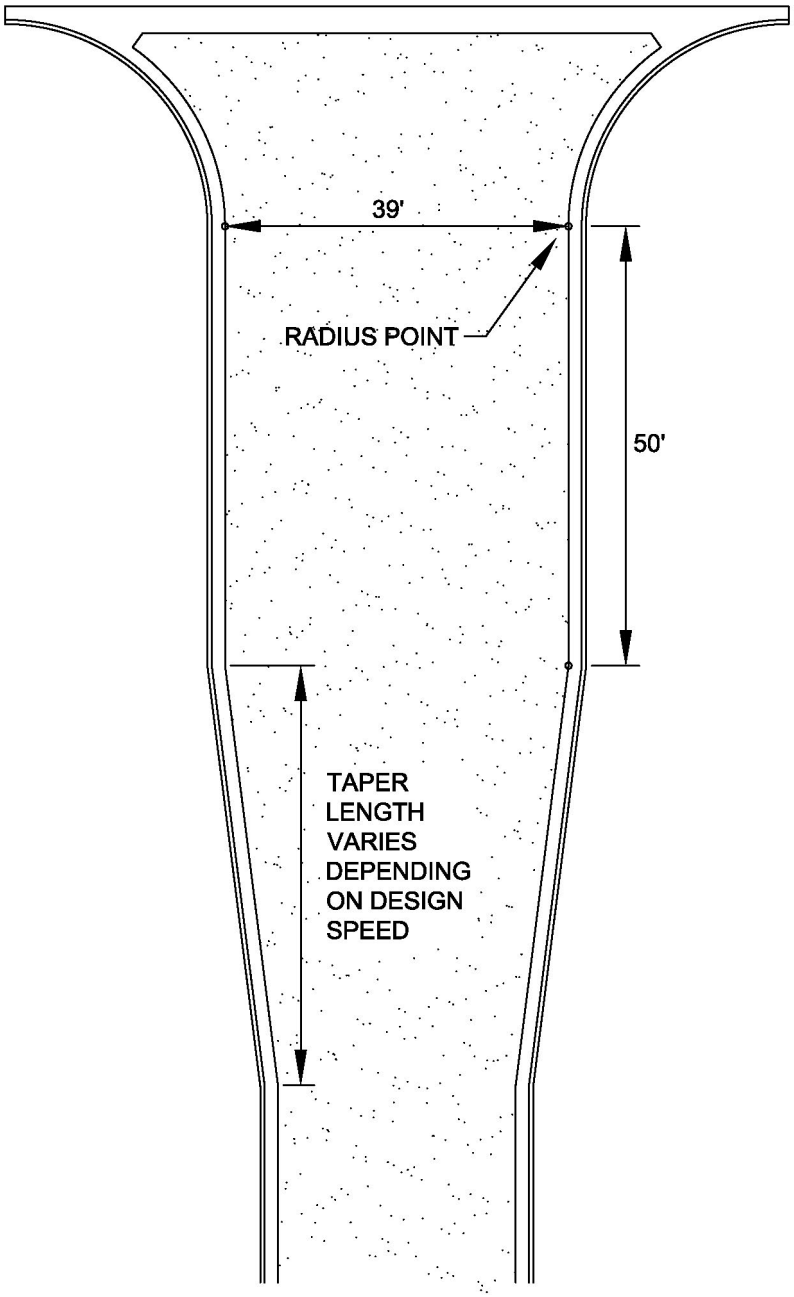
Appendix J –Intersection Approach Detail



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).

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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.

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Appendix L – Williamson County Affidavit for Recordation

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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

SEAL

My commission expires: _____

Appendix M – Plat Cover Sheet

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Nancy E. Rister
Williamson County Clerk
Nrister@wilco.org

405 Martin Luther King Jr St
Georgetown, TX 78627
Basement Level
(512) 943-1515

PLAT COVER SHEET

SUBDIVISION NAME:_____

DATE RECEIVED:_____ TIME RECEIVED: _____

CONTACT PERSON: _____

CITY OF:_____

PHONE NUMBER:_____ EMAIL ADDRESS: _____

☐ AFFIDAVIT FOR RECORDATION ☐ TAX CERTIFICATES ☐ RECORDING FEE

DATE APPROVED IN COMMISSIONERS' COURT:_____

Rejected? ☐ Yes ☐ No (Circle One)

Reason:_____

1)_____

2)_____

3)_____

4)_____

Rejected Plat picked up by:_____ Date:_____
or
Recorded Plat picked up by:_____ Date:_____

Appendix N – Fee Summary

Preliminary Plat Review		**$550 + $40/lot**
Final Plat Review		**$550 + $1/ft of road + $25/lot**
Construction Plan Review		**$35/lot + $1/ft of road**
Minor Plat Review		**$550**
Other Fees:		
	Public Notice	**$100 + actual cost**
	Replat / Amendment of Final Plat	**$550**
	Variances	**$250/type**
	Extension of Preliminary Plat*	**No fee***
	Vacation of R.O.W or Easement	**$100**
	Construction Inspection	**2.5% of construction cost****
	Hard copy of Regulations	**$10**

No fee for a preliminary plat extension with no modifications. If there are modifications, the fee will be $30/lot <u>for only those lots being modified</u>.

****Based on the cost of soil erosion and sedimentation controls, and roadway and drainage construction.***

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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*

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Appendix P – Plats Completeness Checklist

P1 – Preliminary Plat

COMPLETENESS CHECKLIST PRELIMINARY PLAT

WILLIAMSON COUNTY 1848

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 Subdivsion 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) 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.

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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 Subdivsion 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 subdivsion 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.

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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 subdivsion 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.

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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 Subdivsion 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)
- ☐ 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 subdivsion 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) 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.

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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.

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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.

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Appendix R – Geotechnical Completeness Checklist

COMPLETENESS CHECKLIST GEOTECHNICAL REPORT

WILLIAMSON COUNTY 1848

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.

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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 crietria 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 subdivion construction plan details, standards or design requirements, but minimum documentation for acceptance of the plans for review per HB3167.

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Exhibit 1 – Detention Exempt Stream Reaches Map

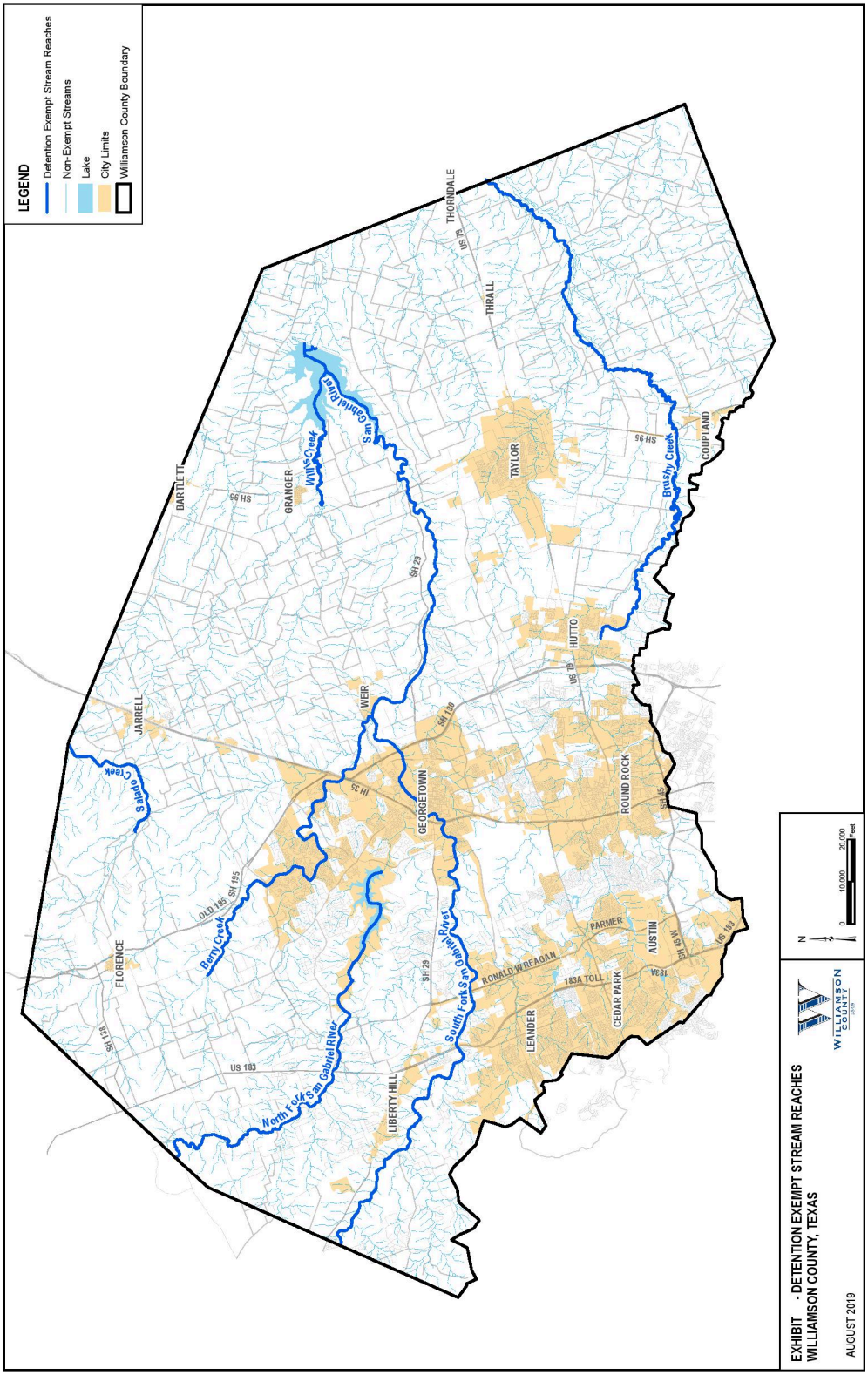
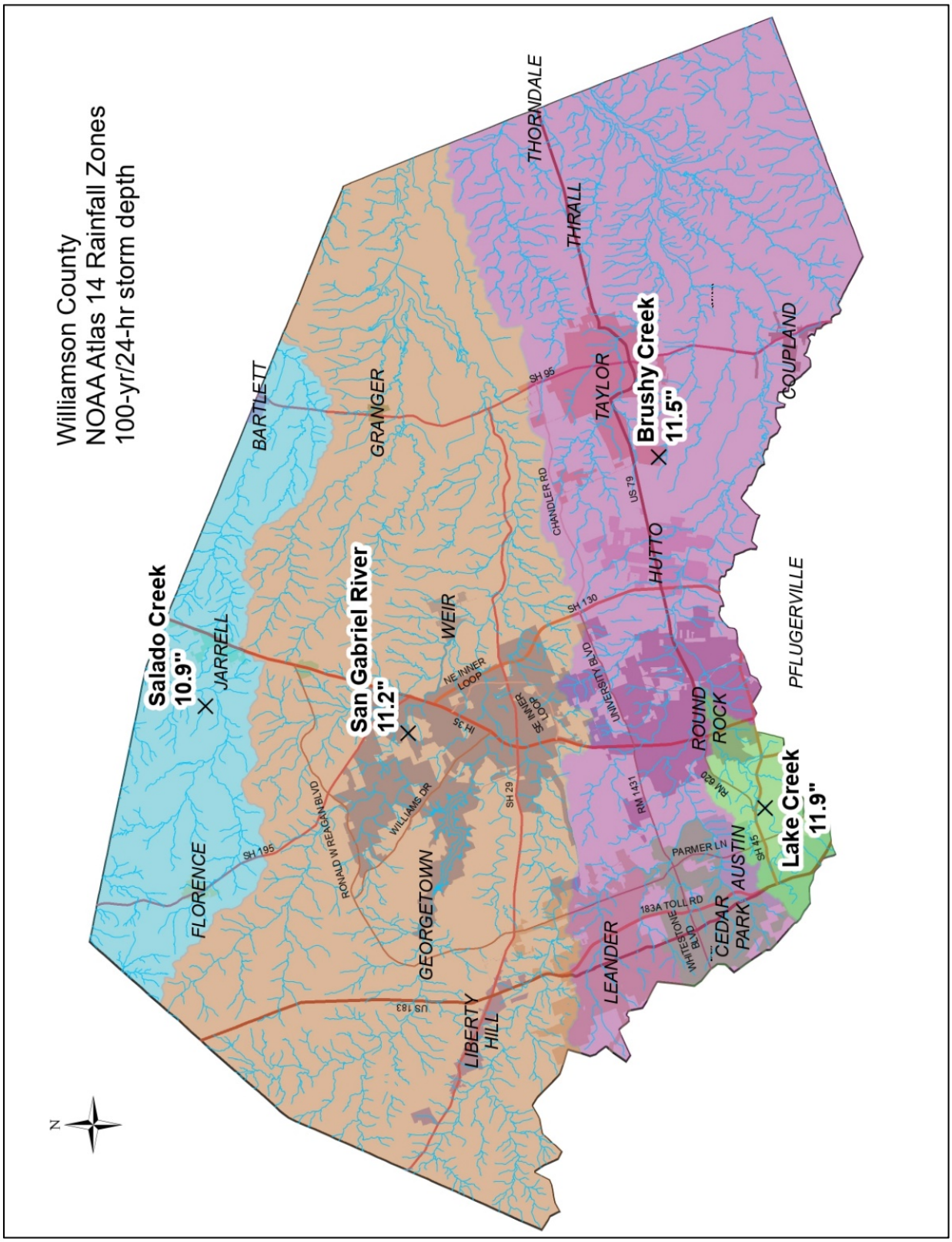


Exhibit 2 – Rainfall Data



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 2): 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

DURATION	2-YR	5-YR	10-YR	25-YR	50-YR	100-YR	500-YR	1000-YR
5 MIN	0.508	0.643	0.758	0.919	1.05	1.18	1.51	1.67
15 MIN	1.02	1.29	1.51	1.83	2.08	2.33	2.99	3.3
1 HR	1.86	2.35	2.77	3.36	3.82	4.31	5.67	6.35
2 HR	2.28	2.93	3.51	4.37	5.07	5.86	8.07	9.18
3 HR	2.52	3.27	3.97	5.02	5.91	6.92	9.77	11.2
6 HR	2.95	3.87	4.74	6.08	7.24	8.56	12.3	14.2
12 HR	3.4	4.45	5.46	6.98	8.29	9.8	14.1	16.3
24 HR	3.9	5.09	6.2	7.88	9.3	10.9	15.6	17.9

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EXHIBIT 2 - TABLE 2, DEPTH-DURATION-FREQUENCY VALUES
SAN GABRIEL RIVER ZONE

DURATION	2-YR	5-YR	10-YR	25-YR	50-YR	100-YR	500-YR	1000-YR
5 MIN	0.51	0.643	0.757	0.921	1.05	1.19	1.53	1.69
15 MIN	1.02	1.29	1.51	1.84	2.1	2.37	3.03	3.33
1 HR	1.88	2.37	2.79	3.4	3.88	4.39	5.79	6.47
2 HR	2.3	2.95	3.55	4.43	5.16	5.98	8.28	9.43
3 HR	2.55	3.3	4.02	5.09	6.01	7.06	10.1	11.6
6 HR	2.98	3.91	4.81	6.18	7.38	8.75	12.7	14.7
12 HR	3.44	4.51	5.54	7.12	8.48	10.1	14.6	16.9
24 HR	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

DURATION	2-YR	5-YR	10-YR	25-YR	50-YR	100-YR	500-YR	1000-YR
5 MIN	0.52	0.649	0.761	0.92	1.05	1.18	1.5	1.65
15 MIN	1.04	1.3	1.52	1.83	2.09	2.35	2.97	3.25
1 HR	1.91	2.39	2.8	3.39	3.85	4.35	5.65	6.27
2 HR	2.35	2.99	3.57	4.41	5.1	5.87	7.98	9.02
3 HR	2.6	3.36	4.05	5.08	5.94	6.91	9.65	11
6 HR	3.05	3.98	4.86	6.18	7.32	8.61	12.3	14.2
12 HR	3.49	4.57	5.6	7.17	8.52	10.1	14.6	16.9
24 HR	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

DURATION	2-YR	5-YR	10-YR	25-YR	50-YR	100-YR	500-YR	1000-YR
5 MIN	0.519	0.653	0.774	0.952	1.1	1.26	1.66	1.84
15 MIN	1.04	1.31	1.55	1.9	2.19	2.5	3.28	3.63
1 HR	1.92	2.42	2.86	3.52	4.07	4.66	6.27	7.05
2 HR	2.35	3.03	3.66	4.61	5.42	6.33	8.89	10.2
3 HR	2.61	3.4	4.16	5.31	6.32	7.48	10.7	12.4
6 HR	3.05	4.03	4.99	6.46	7.76	9.26	13.6	15.8
12 HR	3.51	4.64	5.75	7.44	8.93	10.7	15.7	18.3
24 HR	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.

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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

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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 WilCoRoad & 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 Vuework'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

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Commissioners Court - Regular Session **44.**

Meeting Date: 07/27/2021

Northgate Ranch Roadway Development Agreement - River Oaks

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Development Agreement with River Oaks Land Partners II, LLC.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 12:59 PM
Form Started By: Adam Boatright		Started On: 07/22/2021 11:49 AM
Final Approval Date: 07/22/2021		

Commissioners Court - Regular Session **45.**

Meeting Date: 07/27/2021

Sam Bass Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.049 acres) required for the construction of Sam Bass Rd., and take appropriate action. (The Round Rock Presbyterian Church of Round Rock, Texas, a Texas Non-Profit Corporation)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 09:42 AM

Form Started By: Charlie Crossfield Started On: 07/22/2021 09:30 AM

Final Approval Date: 07/22/2021

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 1.049 acres described by metes and bounds in Exhibit "A" owned by **THE ROUND ROCK PRESBYTERIAN CHURCH OF ROUND ROCK, TEXAS, A TEXAS NON-PROFIT CORPORATION** for the purpose of constructing, reconstructing, maintaining, and operating Corridor H (Sam Bass Road) roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2021.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 44
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

May 28, 2021

PROPERTY DESCRIPTION FOR PARCEL 44

DESCRIPTION OF A 1.049 ACRE (45,679 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.142 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ROUND ROCK PRESBYTERIAN CHURCH INC., RECORDED MAY 5, 1995 IN VOLUME 2729, PAGE 261, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), ALSO A PORTION OF A CALLED 2.00 ACRE TRACT OF LAND, DESCRIBED AS TRACT I IN A DEED TO ROUND ROCK PRESBYTERIAN CHURCH OF ROUND ROCK, TEXAS, RECORDED DECEMBER 17, 1986 IN VOLUME 1462, PAGE 219, O.R.W.C.TX, AND A PORTION OF A CALLED 2.105 ACRE TRACT OF LAND, DESCRIBED AS TRACT II IN SAID DEED TO ROUND ROCK PRESBYTERIAN CHURCH OF ROUND ROCK, TEXAS, RECORDED DECEMBER 17, 1986 IN VOLUME 1462, PAGE 219, O.R.W.C.TX.; SAID 1.049 ACRE (45,679 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 422.05 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 328+29.66 on the west line of said 4.142 acre tract, same being the northeast corner of a 1.869 acre tract of land, described in a deed to Brushy Creek Congregation of Jehovah's Witnesses, recorded in Document No. 2008066488, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.);

THENCE S 30°12'22" W, with the common line of said 4.142 acre tract and said 1.869 acre tract, a distance of 348.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,325.42, E=3,112,572.05) set 76.00 feet left of Sam Bass Road E.C.S. 327+92.77 on the proposed north right-of-way line of Sam Bass Road, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said 4.142 acre tract and said 1.869 acre tract, with the proposed north right-of-way line of said Sam Bass Road, over and across said 4.142 acre tract, said 2.00 acre tract, and said 2.105 acre tract, the following eight (8) courses and distances numbered 1-8:

1) S 65°52'45" E, a distance of 265.13 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 76.00 feet left of Sam Bass Road E.C.S. 330+57.90,

2) N 30°53'32" E, a distance of 4.45 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 80.42 feet left of Sam Bass Road E.C.S. 330+58.43, said point being the beginning of a curve to the right,

3) With said curve to the right, an arc distance of 9.16 feet, through a central angle of 00°15'07", having a radius of 2,081.61 feet, and a chord that bears S 67°41'10" E, a distance of 9.16 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 80.71 feet left of Sam Bass Road E.C.S. 330+67.58,

4) S 61°48'19" E, a distance of 73.90 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.50 feet left of Sam Bass Road E.C.S. 331+40.83, said point being the beginning of a curve to the right,

5) With said curve to the right, an arc distance of 100.80 feet, through a central angle of 02°46'57", having a radius of 2,075.50 feet, and a chord that bears S 64°08'19" E, a distance of 100.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.50 feet left of Sam Bass Road E.C.S. 332+37.96,

6) N 30°55'47" E, a distance of 1.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 77.00 feet left of Sam Bass Road E.C.S. 332+38.05, said point being the beginning of a curve to the right,

7) With said curve to the right, an arc distance of 278.25 feet, through a central angle of 07°40'33", having a radius of 2,077.00 feet, and a chord that bears S 58°54'24" E, a distance of 278.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 77.00 feet left of Sam Bass Road E.C.S. 335+05.99, and

8) S 55°04'08" E, a distance of 146.38 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 77.00 feet left of Sam Bass Road E.C.S. 336+52.37 on the common line of said 2.105 acre tract and of a called 2.485 acre tract of land, described in a deed to Brushy Creek Municipal Utility District, recorded in Document No. 2014096490, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

9) **THENCE** S 19°37'45" E, with the common line of said 2.105 acre tract and said 2.485 acre tract, passing at a distance of 8.62 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 336+59.40, and continuing for a total distance of 70.95 feet to a 1/2-inch iron rod found on the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southwest corner of said 2.485 acre tract, same being the southeast corner of said 2.105 acre tract and the parcel described herein;

THENCE departing the common line of said 2.105 acre tract and said 2.485 acre tract, with the existing north right-of-way line of said Sam Bass Road, the following four (4) courses and distances numbered 10-13:

10) N 57°37'52" W, a distance of 394.77 feet to a calculated point,

11) N 63°09'19" W, a distance of 84.43 feet to a calculated point, for the southwest corner of said 2.105 acre tract, same being the southeast corner of said 2.00 acre tract,

12) N 65°13'54" W, a distance of 184.29 feet to a calculated point, for the southwest corner of said 2.00 acre tract, same being the southeast corner of said 4.142 acre tract, and

13) N 65°32'23" W, a distance of 264.34 feet to a 1/2-inch iron rod found, for the southeast corner of said 1.869 acre tract, same being the southwest corner of said 4.142 acre tract and the parcel described herein;

14) **THENCE** N 30°12'22" E, departing the existing north right-of-way line of said Sam Bass Road, with the common line of said 4.142 acre tract and said 1.869 acre tract, a distance of 50.56 feet to the **POINT OF BEGINNING,** and containing 1.049 acres (45,679 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 5/28/2021

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N30°53'32"E	4.45'
L2	S61°48'19"E	73.90'
L3	N30°55'47"E	1.50'
L4	S19°37'45"E	70.95'
(L4)	(S17°59'00"E)	(620.02')
L5	N63°09'19"W	84.43'
(L5)	(N61°51'44"W)	(84.42')
L6	N30°12'22"E	50.56'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°15'07"RT	2,081.61'	9.16'	9.16'	S67°41'10"E
C2	02°46'57"RT	2,075.50'	100.80'	100.79'	S64°08'19"E
C3	07°40'33"RT	2,077.00'	278.25'	278.04'	S58°54'24"E

ENGINEER'S CENTERLINE CURVE DATA
PI Sta 333+24.97
N = 10,169,118.80
E = 3,112,847.53
Δ = 10°48'36.71" (RT)
D = 02°51'53.24"
L = 377.35'
T = 189.35'
R = 2,000.00'
PC Sta 331+35.74
PT Sta 335+13.09

GREAT OAKS DR
100' ROW
DEDICATED IN PLAT
CAB. C, SLIDE 303
DOC. No. 1977003005
P.R.W.C.TX.

W. KINCAID SURVEY
ABSTRACT 374

J.H. DILLARD SURVEY
ABSTRACT 179

P.O.C.
5/8"
328+29.66
422.05' LT

P.O.B.
N=10,169,325.42
E=3,112,572.05
327+92.77
76.00' LT

P.O.R.
5/8"

S30°12'22"W 348.01'
(N31°57'49"E 749.36')

ROUND ROCK PRESBYTERIAN
CHURCH, INC.
RECORDED MARCH 15, 1995
CALLED 4.142 AC.
VOL. 2729, PG. 261
O.R.W.C.TX.

(44) (1.049 AC)

ROUND ROCK PRESBYTERIAN
CHURCH OF ROUND ROCK, TEXAS
RECORDED DECEMBER 17, 1986
TRACT II
CALLED 2.105 AC.
VOL. 1462, PG. 219
O.R.W.C.TX.

BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
TRACT I
REMAINDER OF A CALLED
23.859 AC.
DOC. NO. 2004019077
O.P.R.W.C.TX.

BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
CALLED 2.485 AC.
DOC. NO. 2014096490
O.P.R.W.C.TX.

10' B.L.
VOL. 568, PG. 10
D.R.W.C.TX.

(N32°31'02"E 561.22')

N30°55'47"E 337.83'
(N32°29'41"E 390.64')

331+40.83
75.50' LT

335+05.99
77.00' LT

SEE DETAIL "A"
SEE DETAIL "B"
SEE DETAIL "C"

S65°52'45"E 265.13'
PROPOSED R.O.W.
L2
C2
C3
S55°04'08"E 146.38'
62.33'
L4
(L4)

ASPHALT DRIVEWAY
30' B.L.
HEADWALL

(N63°36'19"W 265.49')
(N65°36'19"W 184.29')
N65°13'54"W 184.29'
(L5)
L5
(S56°00'11"E 394.23')
N57°37'52"W 394.77'
EXISTING R.O.W.

L6
N65°32'23"W 264.34'
330+00
335+00
S55°04'08"E 373.81'

C.R. 175 (SAM BASS RD)
VARIABLE WIDTH
NO RECORD INFORMATION FOUND
PC 331+28.64
PT 335+05.99

EXISTING R.O.W.

PAGE 4 OF 6
REF. FIELD NOTE NO. 48104

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\44\PLAT\02\P-44.dgn

EXISTING	8.247 AC.	ACQUIRE	1.049 AC.	REMAINING	7.198 AC. LEFT

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ROUND ROCK PRESBYTERIAN
CHURCH OF ROUND ROCK, TEXAS
PARCEL 44
1.049 AC. (45,679 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1933273, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE N/A, AND ISSUED DATE N/A.

1. RESTRICTIVE COVENANTS: VOLUME 554, PAGE 135 AND VOLUME 568, PAGE 10, PLAT RECORDS AND VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, DISABILITY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.

10A. RIGHTS OF PARTIES IN POSSESSION.

B. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF LAND.

D. ANY PORTION OF SUBJECT PROPERT LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

E. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

F. BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

G. EASEMENT:
RECORDED: VOLUME 427, PAGE 229, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: LONE STAR GAS COMPANY
PURPOSE: PIPE LINE (UNPLOTTABLE, MAY AFFECT)

H. EASEMENT:
RECORDED: VOLUME 466, PAGE 132 MODIFIED IN VOLUME 560, PAGE 471 AND VOLUME 655, PAGE 98, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: TEXAS POWER AND LIGHT COMPANY
PURPOSE: ELECTRIC AND COMMUNICATION LINES (DOES NOT AFFECT)

I. EASEMENT FOR INGRESS AND EGREE AS SET OUT IN VOLUME 624, PAGE 808, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

J. TERMS, CONDITIONS, AND STIPULATIONS IN THE POLLUTION ABATEMENT PLAN:
RECORDED: VOLUME 1667, PAGE 16, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

K. AFFIDAVIT TO THE PUBLIC REGARDING AN ON-SITE SEWAGE FACILITY AS RECORDED IN DOCUMENT NO. 2001011934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

L. TERMS, CONDITIONS, AND STIPULATIONS IN ORDER NO. 02110: ORDER GRANTING PETITION REQUESTING ADDITION OF LAND TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT:
RECORDED: DOCUMENT NO. 2002006236, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

M. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITITES RELATING THERETOAPPEARING IN THE THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

A

BRUSHY CREEK CONGREGATION
OF JEHOVAH'S WITNESSES
CALLED 1.869 AC.
DOC. NO. 2008066488
O.P.R.W.C.TX.

B

ROUND ROCK PRESBYTERIAN
CHURCH OF ROUND ROCK, TEXAS
RECORDED DECEMBER 17, 1986
TRACT I
CALLED 2.00 AC.
VOL. 1462, PG. 219
O.R.W.C.TX.

REF. FIELD NOTE NO. 48104

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\44\PLAT\02\P-44.dgn

EXISTING	8.247 AC.	ACQUIRE	1.049 AC.	REMAINING	7.198 AC. LEFT

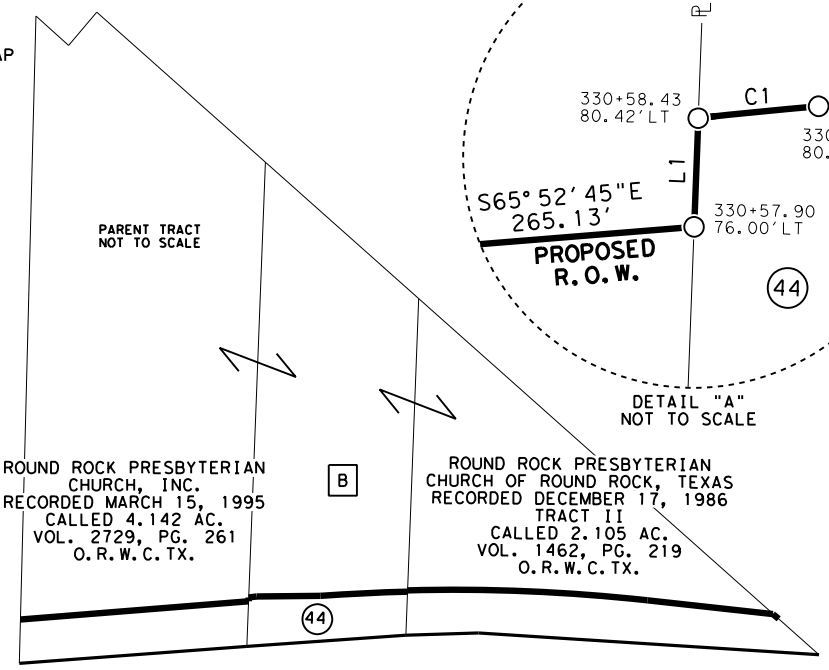
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

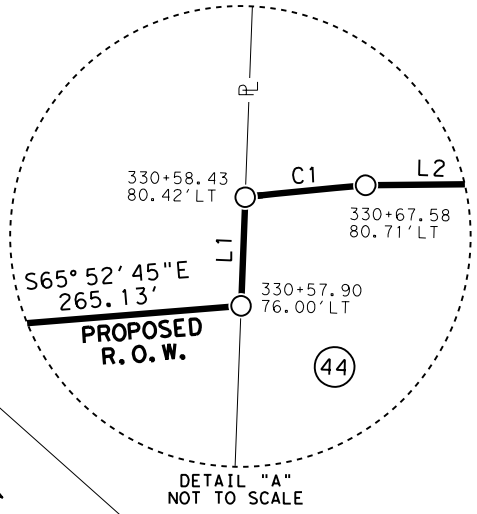
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ROUND ROCK PRESBYTERIAN
CHURCH OF ROUND ROCK, TEXAS
PARCEL 44
1.049 AC. (45,679 SQ. FT.)

EXHIBIT "A"

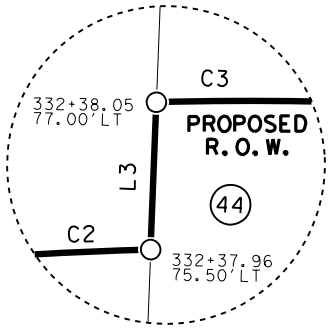
LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/\/—	DISTANCE NOT TO SCALE
———1——	DEED LINE (COMMON OWNERSHIP)

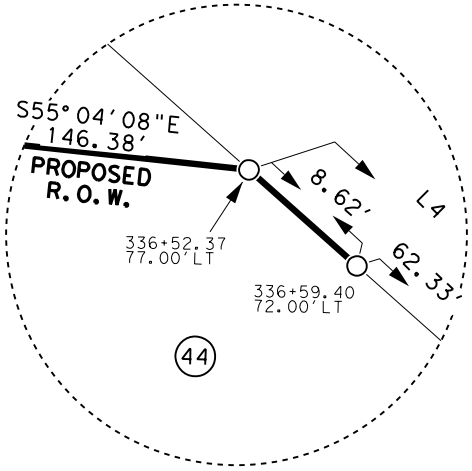




DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1933273, EFFECTIVE DATE IS N/A (NOT INCLUDED IN TITLE COMMITMENT), AND ISSUED DATE IS N/A (NOT INCLUDED IN TITLE COMMITMENT). THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear — 5/28/2021

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 48104

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\44\PLAT\02\P-44.dgn

EXISTING	8.247 AC.	ACQUIRE	1.049 AC.	REMAINING	7.198 AC. LEFT

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ROUND ROCK PRESBYTERIAN
CHURCH OF ROUND ROCK, TEXAS
PARCEL 44
1.049 AC. (45,679 SQ. FT.)

Commissioners Court - Regular Session **46.**

Meeting Date: 07/27/2021

29 @ DB Wood Rule 11 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 Rule 11 Settlement Agreement with C.L. Thomas Holdings, LLC for right of way acquired on the SH 29 @ DB Wood project (Parcel 2). Funding Source: Road Bonds P237

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 09:42 AM
Form Started By: Charlie Crossfield		Started On: 07/22/2021 09:33 AM
Final Approval Date: 07/22/2021		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8732 (D) • fax 512-255-8986

mylan@scrrlaw.com

July 19, 2021

RULE 11 CONDEMNATION SETTLEMENT AGREEMENT

Via e-mail brandys@barronadler.com
Roy Brandys
Barron, Adler, Clough & Oddo, LLP
808 Nueces Street
Austin, Texas 78701
(512) 478-4995
(512) 478-6022 (Fax)

Re: Williamson County—SH29 @ DB Wood Rd
Cause No. 21-0643-CC3; *Wilco v. C.L. Thomas Holdings, LLC*
Parcel No.: 2

Dear Roy:

Please allow this letter to constitute a Rule 11 Settlement Agreement between Williamson County, Texas ("County") and C.L. Thomas Holdings, LLC ("your clients") in connection with the project identified herein and the fee simple right of way parcel interest to be acquired as part of the County's SH29 @ DB Wood road improvement project. The terms of this Agreement and the settlement reached are follows:

1. County agrees to pay, and your clients agree to accept, the total sum of Three Hundred Fifty Thousand and No/100 Dollars (**$350,000**) in compensation to the Condemnees in the above referenced lawsuit for the acquisition of .294 acres sought to be acquired, and any damages to the remaining property of your clients not acquired, with such location and acquisition as further described in County's current pleading on file in this case.

   The parties agree that an Agreed Special Commissioners Award in this amount shall be entered by the appointed commissioners at the hearing currently scheduled for July 22, 2021.

2. Your clients acknowledge $132,192 was already paid to them, leaving a balance due of $217,808.

3. County agrees that as part of the proposed Roadway Construction Project it shall cause to be constructed one (1) driveway connection between the proposed Roadway Construction Project improvements and the remaining property of Grantor. The driveway shall be thirty (30) feet wide or otherwise of standard commercial width and radii as required and allowed by any applicable development rules of the City of Georgetown, and shall be located as near to Grantor's eastern property boundary line as is reasonably feasible as determined by County's design engineers

4. It is agreed that neither County or your clients will file objections to the Award of Special Commissioners in this cause so long as the Williamson County Commissioners Court approves the $350,000 settlement amount on July 27, 2021.

5. Subject to Williamson County Commissioner Court approval of this agreement, County agrees to deposit the remaining $217,808 within the court's registry by August 27, 2021.

If this letter correctly sets forth the terms of our Rule 11 agreement and the settlement reached between the County and your clients, please so indicate by having the appropriate person execute this letter in the space indicated below on behalf of the property owners.

Very truly yours,

Mylan W. Shaunfield
Sheets & Crossfield, PLLC
Attorneys for County

AGREED AND ACCEPTED:

Roy Brandys
Barron, Adler, Clough & Oddo, LLP
Attorney for C.L. Thomas Holdings, LLC

Date: 7.21.21

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

Commissioners Court - Regular Session **47.**

Meeting Date: 07/27/2021

Interlocal Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Design and Installation of Temporary Traffic Signal with Liberty Hill ISD.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 09:44 AM
Form Started By: Charlie Crossfield		Started On: 07/22/2021 09:40 AM
Final Approval Date: 07/22/2021		

INTERLOCAL AGREEMENT REGARDING
DESIGN AND INSTALLATION OF TEMPORARY TRAFFIC SIGNAL

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

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the Liberty Hill ISD (the "**LHISD**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the LHISD and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the LHISD desires to pay for the design and installation of a temporary traffic signal at the intersection of Ronald Reagan Blvd. and Santa Rita Blvd. (the "LHISD Project"); and

WHEREAS, the County desires to cooperate with the LHISD to facilitate the construction of the LHISD Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

I.1 General. The purpose of this Agreement is to provide for the County's design of the LHISD Project at the approximate location shown on Exhibit "A and to allow the LHISD to construct the Project within the County's right-of-way.

1.02 Installation of LHISD Project. The County shall install the LHISD Project. The Parties agree that the LHISD Project is temporary, and that a permanent traffic signal will be installed by the County at a future date

II.
COUNTY OBLIGATION

2.01 Design of LHISD Project. The County shall be responsible for design of the LHISD project. The LHISD shall be solely responsible for payment of all costs related to the design of the LHISD Project.

2.02 Construction. The County or its representatives will inspect the LHISD Project, which will include review and approval of material submittals and change orders and participation in a pre-construction meeting and final project walk-through. The County will

provide a punch-list when the project is substantially complete and will perform quarterly inspections during the two year warranty period.

2.03 Maintenance. The County will maintain the LHISD Project upon completion, until a permanent signal is installed.

III.
LHISD OBLIGATION

3.01 LHISD Project Design and Construction Costs. The LHISD shall be responsible for 100% of all costs related to the design of the LHISD Project, currently estimated at $38,000. The County shall submit invoices to LHISD for costs related to the design of and installation. Payments shall be due 30 days after the LHISD has received invoices for the LHISD Project from the County.

3.02 Construction. The LHISD will be responsible for construction of the project, including obtaining and paying for all permits, if any. The LHISD shall require the construction contractor to obtain performance bonds, insurance and warranty bonds that conform to the County's usual requirements for County Road Bond projects, on forms approved by the County. The LHISD will require the contractor to provide a two year warranty/maintenance period. The LHISD will request County approval of all material submittals and change orders.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code.*

5.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the Project Plans.

5.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

5.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

LHISD:	Liberty Hill ISD 301 Forrest Street Liberty Hill, Texas 78642_
COUNTY:	Williamson County 710 Main Street, Suite 101 Georgetown, Texas 78626

5.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

LIBERTY HILL ISD:

By: _____
Printed Name: Steven Snell
Title: Superintendent
Date: 7-19-2021

ATTEST:

_____
County Clerk

WILLIAMSON COUNTY:

By: _____
Printed Name: Bill Gravell, Jr.
Title: County Judge
Date: _____

Commissioners Court - Regular Session **48.**

Meeting Date: 07/27/2021

SE Loop Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with FM 3349 Holdings, LLC for right of way needed on the SE Loop project (Parcel 64P1, 64P2, 64P1-WE, 64P2-WE, 64P1-GE and 64P2- GE). Funding Source: Road Bond P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 09:51 AM
Form Started By: Charlie Crossfield		Started On: 07/22/2021 09:42 AM
Final Approval Date: 07/22/2021		

REAL ESTATE CONTRACT
Southeast Loop/FM3349 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **FM 3349 HOLDINGS, LLC** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 5.587 acre (243,380 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 64P1**); and

All of that certain 0.289 acre (12,586 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 64P2**); and

Waterline easement interest in and across all of that certain 0.465 acre (20,261 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more particularly described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 64P1-WE**); and

Waterline easement interest in and across all of that certain 0.014 acre (625 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more particularly described by metes and bounds in Exhibit "D", attached hereto and incorporated herein (**Parcel 64P2-WE)**; and

Pipeline easement interest in and across all of that certain 0.581 acre (25,322 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more particularly described by metes and bounds in Exhibit "E", attached hereto and incorporated herein (**Parcel 64P1-GE)**; and

Pipeline easement interest in and across all of that certain 0.018 acre (780 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more particularly described by metes and bounds in Exhibit "F", attached hereto and incorporated herein (**Parcel 64P2-GE);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the portion of the Property described in Exhibits "A-B", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of FOUR HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED EIGHTY-NINE and 00/100 Dollars ($423,589.00).

2.02. The Purchase Price for the easement interest in and across the Property described in Exhibits "C-D", shall be the sum of SEVENTEEN THOUSAND THREE HUNDRED THIRTY-SIX and 00/100 Dollars ($17,336.00).

2.03. The Purchase Price for the easement interest in and across the Property described in Exhibits "E-F", shall be the sum of THIRTY THOUSAND FIVE HUNDRED EIGHTY and 00/100 Dollars ($30,580.00).

Payment of Purchase Price

2.04. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions and Additional Consideration

2.05. As additional consideration for the Property, and as an obligation of the parties which shall survive the Closing of this transaction, Purchaser agrees that in connection with the construction of the proposed Southeast Loop/FM3349 roadway improvement project ("Project") it shall at its sole expense cause the installation of two (2) steel utility sleeve casings twenty-four (24) inches in diameter, in the roadway plan Station locations and at the minimum vertical depth

alignments as shown in Exhibit "G" attached hereto and incorporated herein, or as otherwise agreed to between Seller and Purchaser in writing prior to construction of the Project.

2.06. As additional consideration for the Property, Purchaser agrees that there are two (2) potential access points available according to TxDOT guidelines in the areas shown on Exhibit G but all access points must be approved by the applicable approving authority at the time of application.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 15, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibits "A-B", deliver to Jonah Water Special Utility District a duly executed and acknowledged waterline easement conveying such interest to all of the Property described in Exhibits "B-C", and deliver to Flint Hills Resources Corpus Christi, LLC a duly executed and acknowledged amendment to pipeline easement right of way, all free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "H" attached hereto. The Easement to Jonah Water Special Utility District shall be in the form as shown in Exhibit "I" attached hereto. The Amendment to Flint Hills Resources Corpus Christi, LLC shall be in the form as shown in Exhibit 'J".

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

FM 3349 HOLDINGS, LLC

By: R.B.A

Address: 400 TALKEETNA LANE

Name: R. BRENT JONES

CEDAR PARK TX 78613

Its: GENERAL PARTNER

Date: 7/20/21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 64 PART 1

DESCRIPTION OF A 5.587 ACRE (243,380 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 64.814 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO FM 3349 HOLDINGS, LLC RECORDED IN DOCUMENT NO. 2006048396 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.587 ACRE (243,380 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=10,166,487.34, E=3,191,963.27 TxSPC Zone 4203) in the curving proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), and the beginning of an Access Denial Line (ADL), being an angle point in the easterly boundary line of said remainder of the 64.814 acre tract, same being in the northerly boundary line of that called 10.00 acre tract of land (Tract 1) described in Special Warranty Deed to the City of Hutto, Texas recorded in Document No. 2017098333 of the Official Public Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "RPLS 3819", being an ell corner in the easterly boundary line of said remainder of the 64.814 acre tract, same being the northwesterly corner of said 10.00 acre tract bears N 82°33'34" W, at a distance of 599.27 feet;

THENCE, departing said 10.00 acre tract, with said proposed westerly ROW line, through the interior of said remainder of the 64.814 acre tract, the following two (2) courses:

1) With said ADL, along a curve to the left, having a delta angle of **10°18'16"**, a radius of **5,065.00** feet, passing at an arc length of 312.00 feet an iron rod with aluminum cap stamped "ADL" being the end of the ADL and continuing for a total arc length of **910.92** feet and a chord which bears **N 12°48'55" E**, for a distance of **909.70** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for a point of tangency;

2) **N 07°39'47" E**, for a distance of **102.12** feet to an iron rod with aluminum cap stamped "ROW 4933" set, being in the northerly boundary line of said remainder of the 64.814 acre tract, same being the southerly boundary line of that called 80 acre tract of land (Fourth Tract) described in Deed of Gift to Morris Wayne Krueger and Michael Ray Krueger recorded in Volume 656, Page 142 of the Deed Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

3) **THENCE,** departing said proposed westerly ROW line, with the southerly boundary line of said 80.00 acre tract, same being the northerly boundary line of said remainder of the 64.814 acre tract, **S 82°46'43" E,** at a distance of 209.86 feet, pass a leaning 2 inch I.D. pipe standing about 1½ feet above the ground, and continuing for a total distance of **215.01** feet to a broken TxDOT Type 1 ROW monument found in the existing westerly ROW line of F.M. 3349 (100' ROW width), same being in the westerly line of that called 4.8614 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 670, Pg. 280 of the Deed Records of Williamson County, Texas, also being the southeasterly corner of said 80.00 acre tract and the northeasterly corner of said remainder of the 64.814 acre tract, for the northeasterly corner of the herein described parcel;

4) **THENCE,** with said existing westerly ROW line, being the easterly boundary line of said remainder of the 64.814 acre tract, same being the westerly line of said 4.8614 acre ROW tract, and in part the westerly line of that called 7.2773 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 669, Pg. 359 of the Deed Records of Williamson County, Texas, **S 07°26'05" W**, a distance of **1,008.64** feet to an iron rod with plastic cap stamped "RPLS 3819" found, being the southeasterly corner of said remainder of the 64.814 acre tract, same being the northeasterly corner of said 10.00 acre tract, for the southeasterly corner of the herein described parcel;

5) **THENCE,** departing said existing westerly ROW line, with the easterly boundary line of said remainder of the 64.814 acre tract, same being the northerly boundary line of said 10.00 acre tract, **N 82°33'34" W,** for a distance of **300.71** feet to the **POINT OF BEGINNING**, containing 5.587 acre, (243,380 square feet) of land, more or less.

Control of Access Clause:

Access will be prohibited across the 312.00 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.

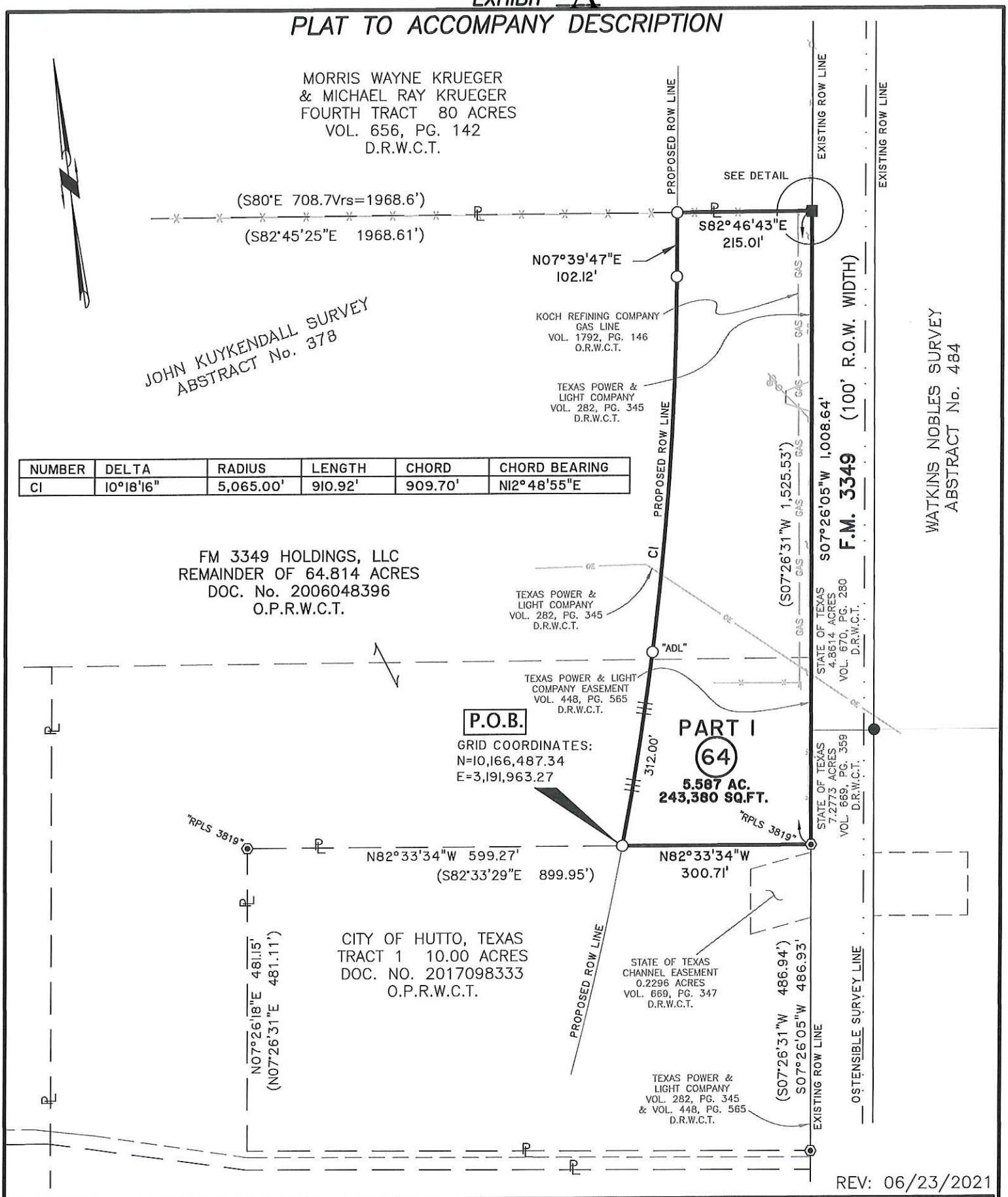
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 23 June 2021

M Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	10°18'16"	5,065.00'	910.92'	909.70'	N12°48'55"E

REV: 06/23/2021

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

PARCEL PLAT SHOWING PROPERTY OF

FM 3349 HOLDINGS, LLC

SCALE	WILLIAMSON COUNTY	PROJECT
1" = 200'		FM 3349

PART 1 PARCEL 64

S:_HDR-PROJECTS\FM3349_OVERPASS\PARCELS\PARCEL_64-FM_3349_HOLDINGS_LLC\PARCEL_64-PT1.dwg

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET UNLESS NOTED OTHERWISE
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	I/2" IRON ROD FOUND
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP

P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
— ||| —	ACCESS DENIAL LINE

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.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056173-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 25, 2020, ISSUE DATE OCTOBER 5, 2020.

I. RESTRICTIVE COVENANTS: DOCUMENT NO. 2004058070, OF THE OFFICIAL PUBLIC RECORDS, OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

IOG. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 388, PAGE 253, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 565, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

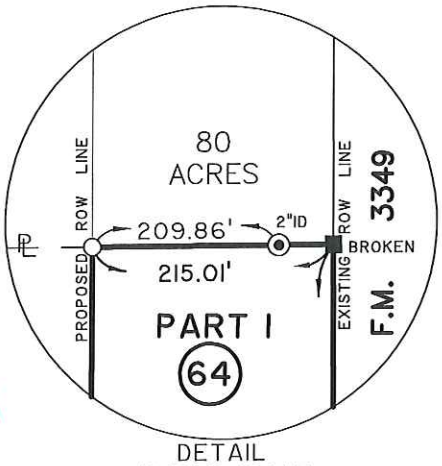
J. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 347, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

K. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 822, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 801, PAGE 299, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 194, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, BUT FROM ITS DESCRIPTION CAN NOT BE LOCATED.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 146, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER RECORDED IN DOCUMENT NO. 2010078119, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.



DETAIL
NOT TO SCALE

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 23 June 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

REV: 06/23/2021

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

PARCEL PLAT SHOWING PROPERTY OF

FM 3349 HOLDINGS, LLC

SCALE		PROJECT	PART 1 PARCEL 64
1" = 200'	WILLIAMSON COUNTY	FM 3349	PAGE 4 OF 4

S:_HDR-PROJECTS\FM3349_OVERPASS\PARCELS\PARCEL_64-FM_3349_HOLDINGS_LLC\PARCEL_64-PT1.dwg

EXHIBIT B
PROPERTY DESCRIPTION FOR PARCEL 64 – Pt. 2

DESCRIPTION OF A 0.289 ACRE (12,586 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 64.814 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO FM 3349 HOLDINGS, LLC RECORDED IN DOCUMENT NO. 2006048396 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.289 ACRE (12,586 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=10,166,022.09, E=3,191,786.70 TxSPC Zone 4203) in the curving proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the easterly boundary line of said remainder of the 64.814 acre tract, same being in the southerly boundary line of that called 10.00 acre tract of land (Tract 1) described in Special Warranty Deed to the City of Hutto, Texas recorded in Document No. 2017098333 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "ROW 4933 ADL", being the beginning of an Access Denial Line (ADL), bears, along said curving proposed westerly ROW line, having a delta angle of 00°19'41", a radius of 5,065.00 feet, an arc length of 29.00 feet and a chord which bears N 23°25'49" E, at a distance of 29.00 feet, and also from which, the calculated southwesterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract bears, with said common boundary line, N 82°11'30" W, at a distance of 484.40 feet;

1) **THENCE**, with said common boundary line, **S 82°11'30" E,** for a distance of **415.63** feet to an iron rod with plastic cap stamped "RPLS 3819" found, being the southeasterly corner of said 10.00 acre tract in the existing westerly ROW line of FM 3349 (100' ROW width), same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract, for the northeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found, in the northerly line of that called 0.84 acre tract of land (Tract No. 3) described as a 20' wide lane in Deed recorded in Volume 347, Page 145 of the Deed Records of Williamson County, Texas and cited as a 20' access easement in Volume 1066, Page 457 of the Official Records of Williamson County, Texas bears S 38°13'07" W, at a distance of 11.82 feet;

2) **THENCE,** departing said 10.00 acre tract, with said 64.814 acre tract and said existing westerly ROW line, **S 07°26'06" W**, for a distance of **29.96** feet to an iron rod with plastic cap (unreadable) found, being the southeasterly corner of said remainder of the 64.814 acre tract, same being the northeasterly corner of that called 92.278 acre tract of land described in Warranty Deed to Walnut Corner, LLC recorded in Document No. 2003043723 of the Official Public Records of Williamson County, Texas, also being the southeasterly corner of said 20' wide access easement, for the southeasterly corner of the herein described parcel;

3) **THENCE,** departing said proposed westerly ROW line, with the northerly boundary line of said 92.278 acre tract, same being the southerly boundary line of said remainder of the 64.814 acre tract and said 20' wide access easement, **N 82°11'38" W,** for a distance of **424.40** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line, for the southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being an angle point in the northerly boundary line of said 92.278 acre tract, same being the southerly boundary line of said remainder of the 64.814 acre tract and said 20' wide access easement bears N 82°11'38" W, at a distance of 475.64 feet;

4) **THENCE,** departing said 92.278 acre tract, with said curving proposed westerly ROW line, through the interior of said remainder of the 64.814 acre tract, along said curve to the left, having a delta angle of **00°21'10",** a radius of **5,065.00** feet, for an arc length of **31.18** feet and a chord which bears **N 23°46'34" E**, at a distance of **31.18** feet, to the **POINT OF BEGINNING**, containing 0.289 acre, (12,586 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.

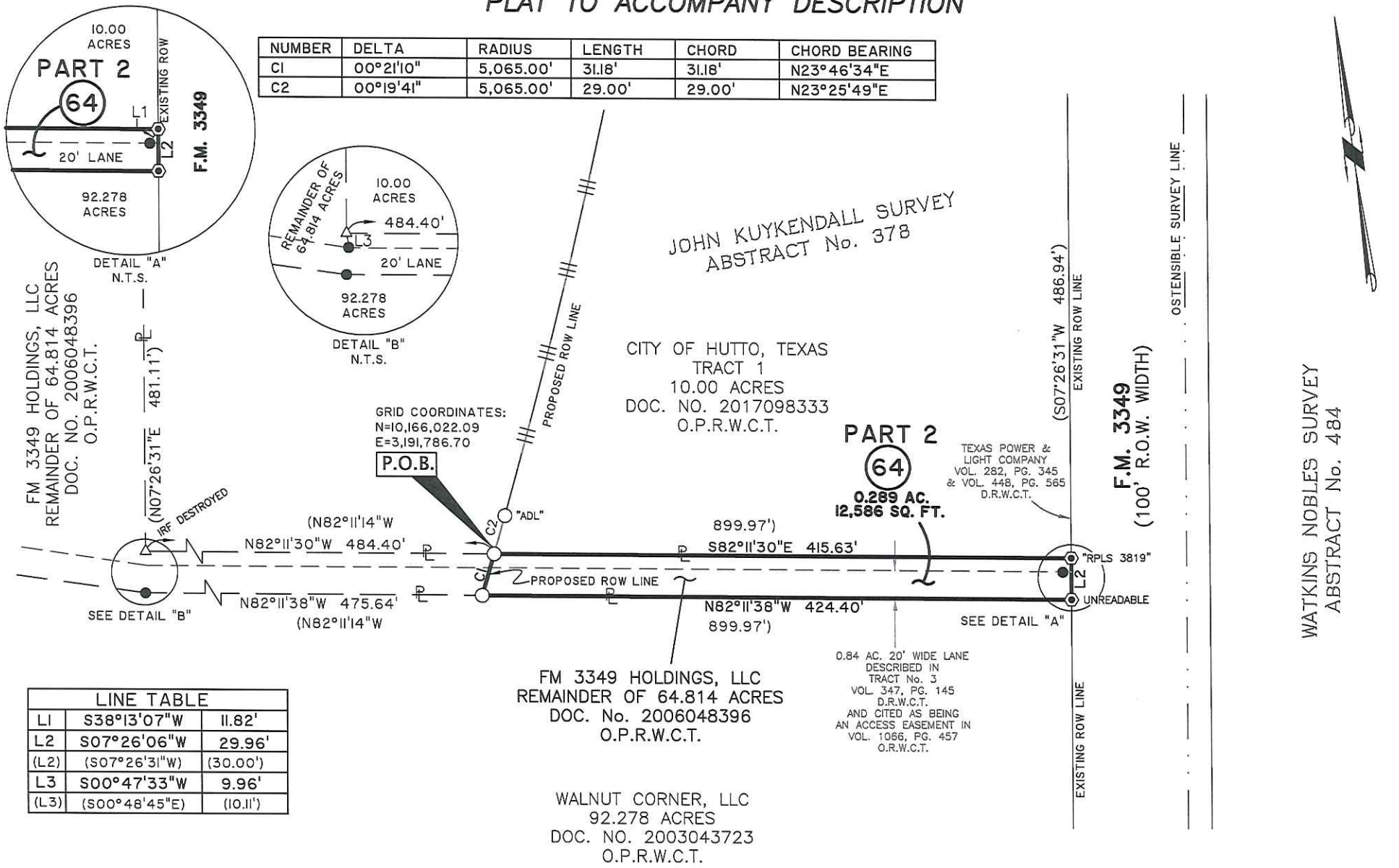
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 23 June 2021

M Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT ____

PLAT TO ACCOMPANY DESCRIPTION



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°21'10"	5,065.00'	31.18'	31.18'	N23°46'34"E
C2	00°19'41"	5,065.00'	29.00'	29.00'	N23°25'49"E

LINE TABLE		
L1	S38°13'07"W	11.82'
L2	S07°26'06"W	29.96'
(L2)	(S07°26'31"W)	(30.00')
L3	S00°47'33"W	9.96'
(L3)	(S00°48'45"E)	(10.11')

06/23/2021

INLAND GEODETICS LLC
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

FM 3349 HOLDINGS, LLC

SCALE 1" = 100'

WILLIAMSON COUNTY

PROJECT FM 3349

PARCEL 64 PART 2

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 64-FM 3349 HOLDINGS, LLC\PARCEL 64-PT2.dwg

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	℄	PROPERTY LINE
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED		LINE BREAK
●	1/2" IRON ROD FOUND		DENOTES COMMON OWNERSHIP
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.O.B.	POINT OF BEGINNING
△	CALCULATED POINT	P.O.R. ( )	POINT OF REFERENCE RECORD INFORMATION

P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
— ||| —	ACCESS DENIAL LINE

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056173-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 25, 2020, ISSUE DATE OCTOBER 5, 2020.

I. RESTRICTIVE COVENANTS: DOCUMENT NO. 2004058070, OF THE OFFICIAL PUBLIC RECORDS, OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 388, PAGE 253, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 565, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

J. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 347, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

K. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 822, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 801, PAGE 299, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 194, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, BUT FROM ITS DESCRIPTION CAN NOT BE LOCATED.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 146, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER RECORDED IN DOCUMENT NO. 2010078119, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BUT FROM ITS DESCRIPTION CAN NOT BE LOCATED.

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 23 June 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

06/23/2021

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

PARCEL PLAT SHOWING PROPERTY OF

FM 3349 HOLDINGS, LLC

PARCEL 64 PART 2

SCALE		PROJECT	
1" = 100'	WILLIAMSON COUNTY	FM 3349	PAGE 4 OF 4

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 64-FM 3349 HOLDINGS, LLC\PARCEL 64-PT2.dwg

C

EXHIBIT____
PROPERTY DESCRIPTION FOR PARCEL 64-W.E.

DESCRIPTION OF A 0.465 ACRE (20,261 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 64.814 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO FM 3349 HOLDINGS, LLC RECORDED IN DOCUMENT NO. 2006048396 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.465 ACRE (20,261 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 the easterly boundary line of said remainder of the 64.814 acre tract, same being in the northerly boundary line of that called 10.00 acre tract of land described in Special Warranty Deed to City of Hutto, Texas recorded in Document No. 2017098333 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract, and from which, an iron rod with plastic cap stamped "RPLS 3819" found, being the northeasterly corner of said 10.00 acre tract in the existing westerly ROW line of F.M. 3349 (100' ROW width), same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract bears, with said common boundary line, S 82°33'34" E, at a distance of 300.71 feet;

1) **THENCE**, departing said proposed westerly ROW line, with said common boundary line, **N 82°33'34" W,** for a distance of **20.34** feet to the calculated southwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "RPLS 3819" found, being the northwesterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract, bears N 82°33'34" W, at a distance of 578.92 feet;

THENCE, departing said 10.00 acre tract, through the interior of said remainder of the 64.814 acre tract, the following two (2) courses:

2) Along a curve to the left, having a delta angle of **10°20'48",** a radius of **5,045.00** feet, an arc length of **911.04** feet and a chord which bears **N 12°50'11" E,** for a distance of **909.80** feet to the calculated point of tangency;

3) **N 07°39'47" E,** for a distance of **101.96** feet to a calculated point in the northerly boundary line of said remainder of the 64.814 acre tract, same being in the southerly boundary line of that called 80 acre tract of land (Fourth Tract) described in Deed of Gift to Morris Wayne Krueger and Michael Ray Krueger recorded in Volume 656, Page 142 of the Deed Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

4) **THENCE**, with said common boundary line, **S 82°46'43" E,** for a distance of **20.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line, for the northeasterly corner of the herein described parcel, and from which, a broken TxDOT Type 1 ROW monument found in said existing westerly ROW line of F.M. 3349, being the northeasterly corner of said remainder of the 64.814 acre tract, same being the southeasterly corner of said 80 acre tract bears S 82°46'43" E, at a distance of 209.86, pass a leaning 2 inch diameter pipe standing about 1 ½ feet above ground, and continuing for a total distance of 215.01 feet;

THENCE, departing said 80.00 acre tract, through the interior of said remainder of the 64.814 acre tract, with said proposed westerly ROW line, the following two (2) courses:

5) **S 07°39'47" W**, for a distance of **102.12** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for the beginning of a tangent curve to the right;

6) Along said curve to the right, having a delta angle of **10°18'16",** a radius of **5,065.00** feet, passing at an arc length of 598.92 feet an iron rod with aluminum cap stamped "ADL" for the beginning of an Access Denial Line "ADL" and continuing for a total arc length of **910.92** feet and a chord which bears **S 12°48'55" W,** for a distance of **909.70** feet being the end of said ADL, to the **POINT OF BEGINNING**, containing 0.465 acre, (20,261 square feet) of land, more or less.

Control of Access Clause:

Access will be prohibited across the 312.00 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

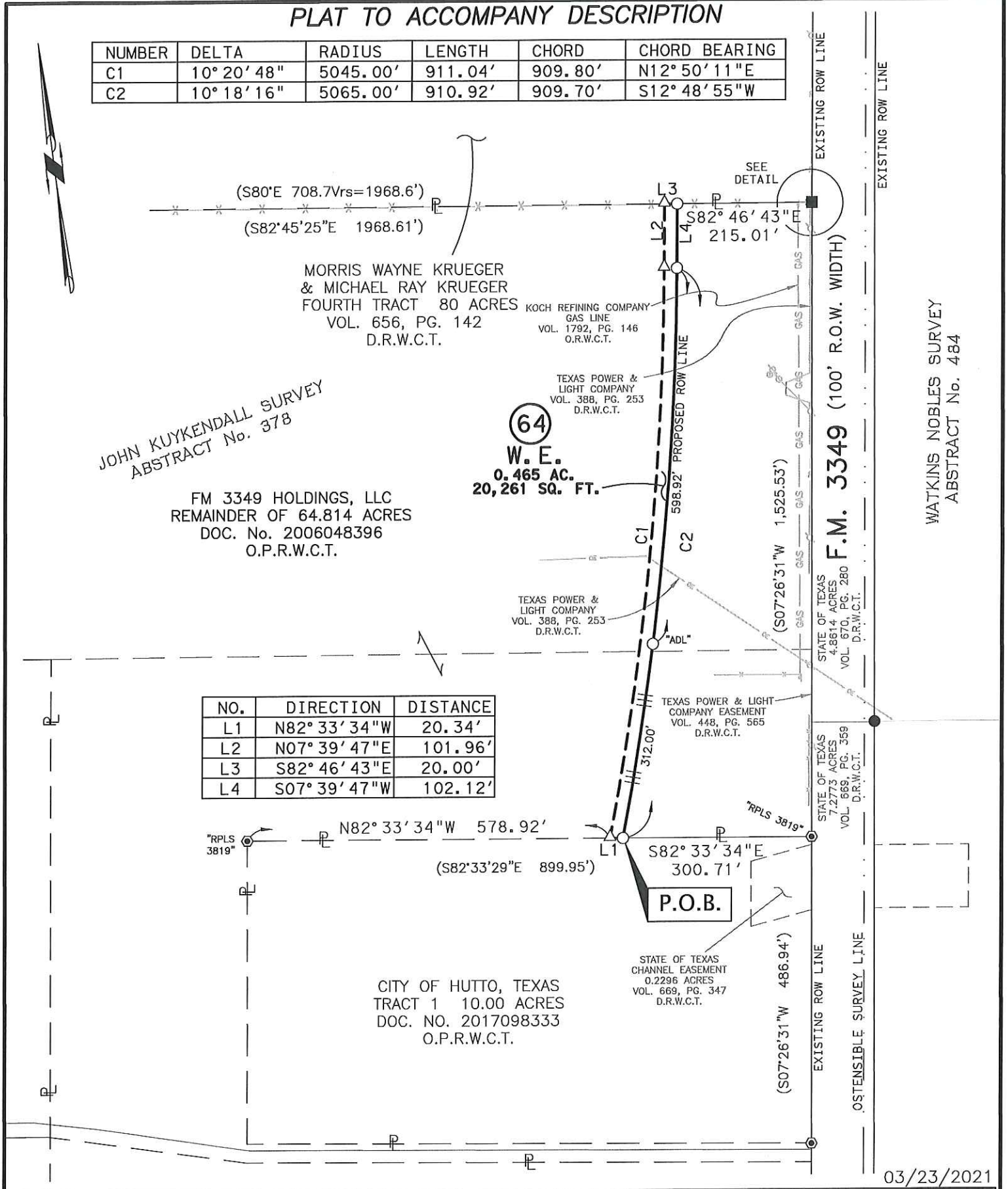
M Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

EXHIBIT C

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	10° 20' 48"	5045.00'	911.04'	909.80'	N12° 50' 11"E
C2	10° 18' 16"	5065.00'	910.92'	909.70'	S12° 48' 55"W



NO.	DIRECTION	DISTANCE
L1	N82° 33' 34"W	20.34'
L2	N07° 39' 47"E	101.96'
L3	S82° 46' 43"E	20.00'
L4	S07° 39' 47"W	102.12'

03/23/2021

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

PARCEL PLAT SHOWING PROPERTY OF

FM 3349 HOLDINGS, LLC

SCALE 1" = 200'

WILLIAMSON COUNTY

PROJECT FM 3349

PARCEL 64 W.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 64-FM 3349 HOLDINGS, LLC\JONAH\PARCEL 64-WE.dwg

EXHIBIT C

PLAT TO ACCOMPANY DESCRIPTION

○	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 WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
℄	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

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056173-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 25, 2020, ISSUE DATE OCTOBER 5, 2020.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2004058070, OF THE OFFICIAL PUBLIC RECORDS, OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, PARTIALLY AFFECTS AS SHOWN.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 388, PAGE 253, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 565, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

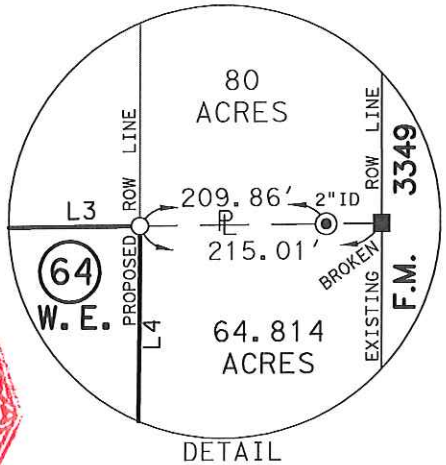
J. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 347, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

K. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 822, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 801, PAGE 299, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 194, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, CAN NOT BE LOCATED.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 146, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER RECORDED IN DOCUMENT NO. 2010078119, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.



DETAIL
NOT TO SCALE

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

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

03/23/2021

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

PARCEL PLAT SHOWING PROPERTY OF
FM 3349 HOLDINGS, LLC

SCALE 1" = 200'

WILLIAMSON COUNTY

PROJECT FM 3349

PARCEL 64 W.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 64-FM 3349 HOLDINGS, LLC\JONAH\PARCEL 64-WE.dwg

EXHIBIT D
PROPERTY DESCRIPTION FOR PARCEL 64 Pt. 2-W.E.

DESCRIPTION OF A 0.014 ACRE (625 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 64.814 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO FM 3349 HOLDINGS, LLC RECORDED IN DOCUMENT NO. 2006048396 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.014 ACRE (625 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=10,166,022.09, E=3,191,786.70 TxSPC Zone 4203) in the curving proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the easterly boundary line of said remainder of the 64.814 acre tract, same being the southerly boundary line of that called 10.00 acre tract of land (Tract 1) described in Special Warranty Deed to the City of Hutto, Texas recorded in Document No. 2017098333 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, an iron rod with plastic cap stamped "RPLS 3819" found, being the southeasterly corner of said 10.00 acre tract in the existing westerly ROW line of FM 3349 (100' ROW width), same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract bears S 82°11'30" E, at a distance of 415.63 feet;

1) **THENCE**, departing said 10.00 acre tract, with said proposed westerly ROW line, through the interior of said remainder of the 64.814 acre tract and also through that called 0.84 acre tract of land (Tract No. 3) described as a 20' wide lane in Deed recorded in Volume 347, Page 145 of the Deed Records of Williamson County, Texas and cited as a 20' access easement in Volume 1066, Page 457 of the Official Records of Williamson County, Texas, along said curve to the right, having a delta angle of **00°21'10",** a radius of **5,065.00** feet, an arc length of **31.18** feet and a chord which bears **S 23°46'34" W,** for a distance of **31.18** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said remainder of the 64.814 acre tract and said access easement, same being the northerly boundary line of that called 92.278 acre tract of land described in Warranty Deed to Walnut Corner, LLC recorded in Document No. 2003043723 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap (unreadable) found in said existing westerly ROW line of FM 3349, being the southeasterly corner of said remainder of the 64.814 acre tract and said access easement, same being the northeasterly corner of said 92.278 acre tract, bears S 82°11'38" E, at a distance of 424.40 feet;

2) **THENCE**, departing said proposed westerly ROW line, with the common boundary line of said remainder of the 64.814 acre tract, said access easement and said 92.278 acre tract, **N 82°11'38" W,** for a distance of **20.82** feet to the calculated southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being an angle point in the northerly boundary line of said 92.278 acre tract, same being the southerly boundary line of said remainder of the 64.814 acre tract and said access easement bears N 82°11'38" W, at a distance of 454.95 feet;

3) **THENCE**, departing said 92.278 acre tract, through the interior of said remainder of the 64.814 acre tract, crossing said access easement along a curve to the right, having a delta angle of **00°21'15",** a radius of **5,045.00** feet, an arc length of **31.19** feet and a chord which bears **N 23°50'28" E,** for a distance of **31.19** feet to a calculated point in said easterly boundary line of the remainder of the 64.814 acre tract, same being in said southerly boundary line of the 10.00 acre tract, for the northwesterly corner of the herein described parcel, and from which, the calculated southwesterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract bears, with said common boundary line, N 82°11'30" W, at a distance of 463.61 feet;

4) **THENCE**, with the common boundary line of said 10.00 acre tract and said remainder of the 64.814 acre tract, **S 82°11'30" E,** for a distance of **20.78** feet to the **POINT OF BEGINNING**, containing 0.014 acre, (625 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.

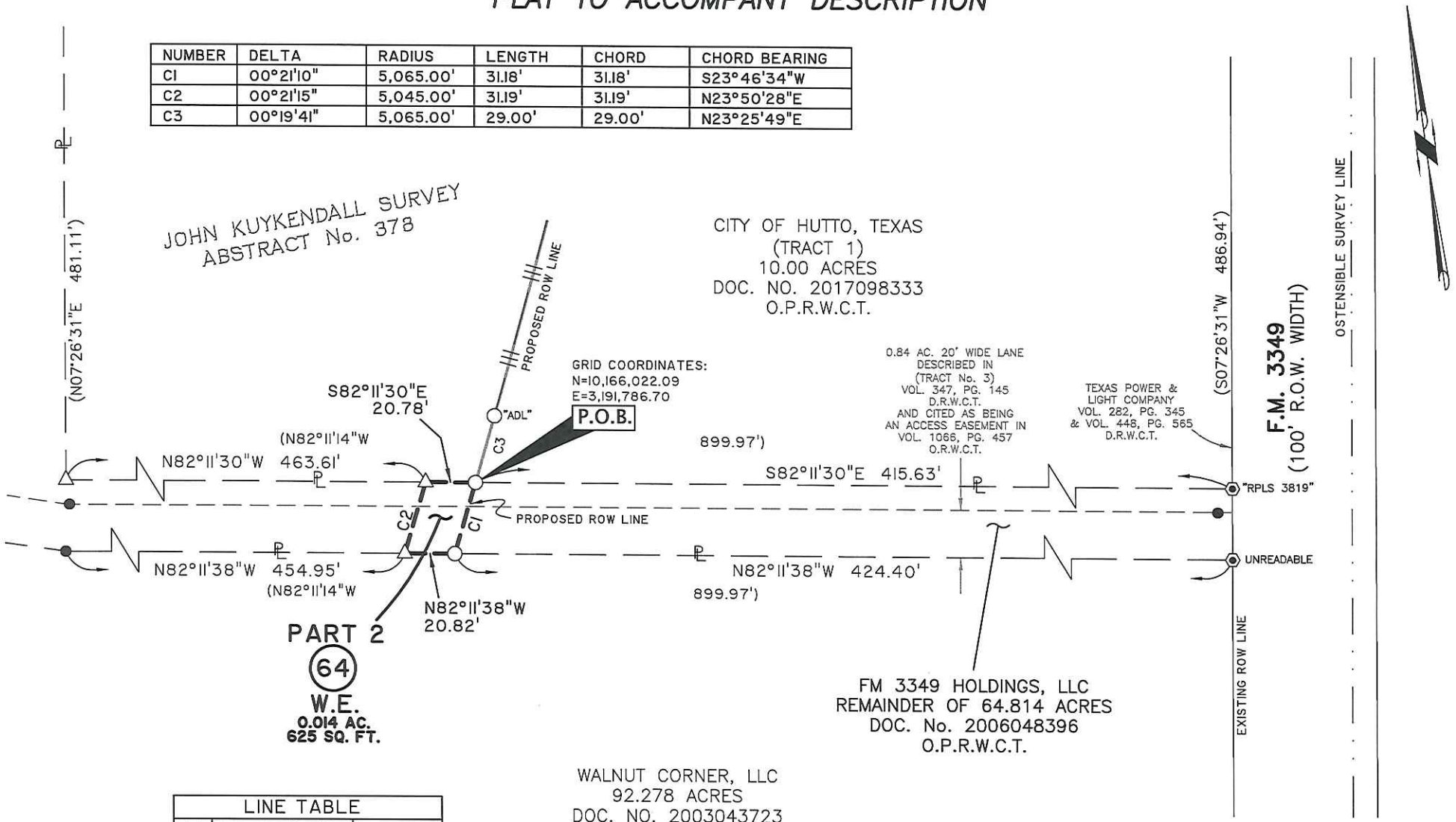
M. Stephen Truesdale — 29 June 2021

M Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT D

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°21'10"	5,065.00'	31.18'	31.18'	S23°46'34"W
C2	00°21'15"	5,045.00'	31.19'	31.19'	N23°50'28"E
C3	00°19'41"	5,065.00'	29.00'	29.00'	N23°25'49"E



LINE TABLE		
L1	S00°47'33"W	9.96'
(L1)	(S00°48'45"E)	(10.11')

06/24/2021

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

PARCEL PLAT SHOWING PROPERTY OF

FM 3349 HOLDINGS, LLC

SCALE
1" = 60'

WILLIAMSON COUNTY

PROJECT
FM 3349

PARCEL 64
PART 2
W.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 64-FM 3349 HOLDINGS, LLC\JONAH\JONAH WATER EASE-Pt. 2\PARCEL 64-PT2-W.E.dwg

EXHIBIT D

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	℄	PROPERTY LINE
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED		LINE BREAK
●	1/2" IRON ROD FOUND		DENOTES COMMON OWNERSHIP
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.O.B.	POINT OF BEGINNING
△	CALCULATED POINT	P.O.R. ( )	POINT OF REFERENCE RECORD INFORMATION

P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
— ||| —	ACCESS DENIAL LINE

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056173-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 25, 2020, ISSUE DATE OCTOBER 5, 2020.

I. RESTRICTIVE COVENANTS: DOCUMENT NO. 2004058070, OF THE OFFICIAL PUBLIC RECORDS, OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

IOG. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 388, PAGE 253, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 565, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

J. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 347, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 822, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 801, PAGE 299, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 194, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 146, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER RECORDED IN DOCUMENT NO. 2010078119, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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 29 June 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

06/24/2021

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

PARCEL PLAT SHOWING PROPERTY OF
FM 3349 HOLDINGS, LLC

SCALE		PROJECT
1" = 60'	WILLIAMSON COUNTY	FM 3349

PARCEL 64
PART 2
W.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 64-FM 3349 HOLDINGS, LLC\JONAH\JONAH WATER EASE-Pt. 2\PARCEL 64-PT2-W.E.dwg

EXHIBIT E
PROPERTY DESCRIPTION FOR PARCEL 64 PT. 1 – G.E

DESCRIPTION OF A 0.581 ACRE (25,322 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 64.814 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO FM 3349 HOLDINGS, LLC RECORDED IN DOCUMENT NO. 2006048396 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.581 ACRE (25,322 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point (Grid Coordinates determined as N=10,166,322.41, E=3,191,890.50 TxSPC Zone 4203) in the easterly boundary line of said remainder of the 64.814 acre tract, same being in the northerly boundary line of that called 10.00 acre tract of land described in Special Warranty Deed to City of Hutto, Texas recorded in Document No. 2017098333 of the Official Public Records of Williamson County, Texas, also being the southwesterly corner of a proposed 20 foot wide waterline easement, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, 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), bears, S 82°33'34" E, at a distance of 20.34 feet;

1) **THENCE**, departing said proposed waterline easement, with said common boundary line, **N 82°33'34" W,** for a distance of **25.43** feet to the calculated southwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "RPLS 3819" found, being the northwesterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract, bears N 82°33'34" W, at a distance of 553.49 feet;

THENCE, departing said 10.00 acre tract, through the interior of said remainder of the 64.814 acre tract, the following two (2) courses:

2) Along a curve to the left, having a delta angle of **10°24'00",** a radius of **5,020.00** feet, an arc length of **911.19** feet and a chord which bears **N 12°51'46" E,** for a distance of **909.94** feet to the calculated point of tangency;

3) **N 07°39'47" E,** for a distance of **101.77** feet to a calculated point in the northerly boundary line of said remainder of the 64.814 acre tract, same being in the southerly boundary line of that called 80 acre tract of land (Fourth Tract) described in Deed of Gift to Morris Wayne Krueger and Michael Ray Krueger recorded in Volume 656, Page 142 of the Deed Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

4) **THENCE**, with said common boundary line, **S 82°46'43" E,** for a distance of **25.00** feet to a calculated point, being the northwesterly corner of said proposed 20 foot wide water line easement, for the northeasterly corner of the herein described parcel, and from which, an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line bears S 82°46'43" E, for a distance of 20.00 feet;

THENCE, departing said 80.00 acre tract, through the interior of said remainder of the 64.814 acre tract, with the westerly line of said waterline easement, the following two (2) courses:

5) **S 07°39'47" W,** for a distance of **101.96** feet to a calculated point of curvature to the right;

6) Along said curve to the right, having a delta angle of **10°20'48",** a radius of **5,045.00** feet, an arc length of **911.04** feet and a chord which bears **S 12°50'11" W,** for a distance of **909.80** feet to the **POINT OF BEGINNING**, containing 0.581 acre, (25,322 square feet) of land, more or less.

NOTE: There is also a 50 foot wide Temporary Construction Easement (T.C.E.) parallel with and westerly of Call 2 of the above description, as depicted on the accompanying Parcel Plat.

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.

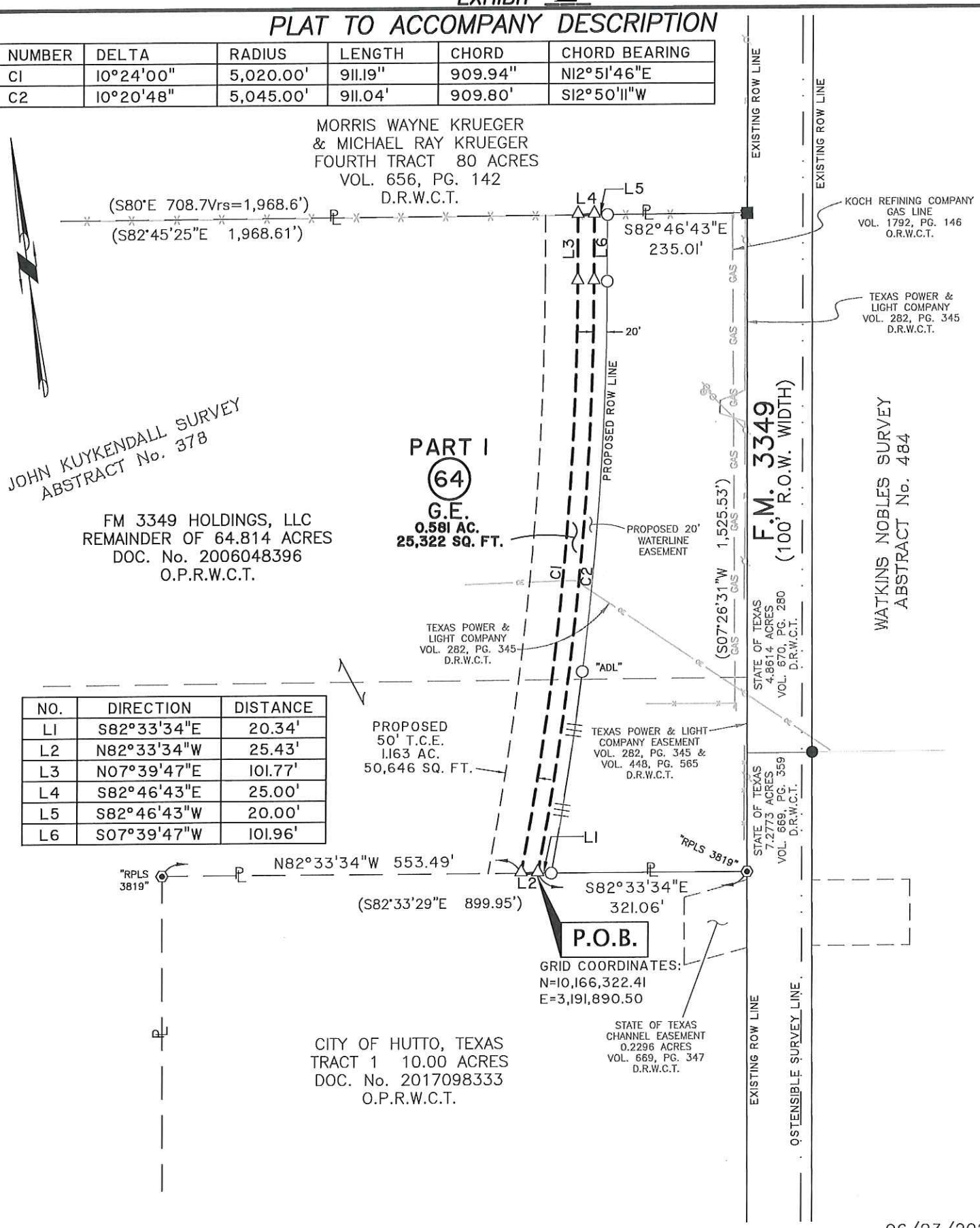
M. Stephen Truesdale — 30 June 2021
Date

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

EXHIBIT E

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	10°24'00"	5,020.00'	911.19"	909.94"	N12°51'46"E
C2	10°20'48"	5,045.00'	911.04'	909.80'	S12°50'11"W



NO.	DIRECTION	DISTANCE
L1	S82°33'34"E	20.34'
L2	N82°33'34"W	25.43'
L3	N07°39'47"E	101.77'
L4	S82°46'43"E	25.00'
L5	S82°46'43"W	20.00'
L6	S07°39'47"W	101.96'

06/23/2021

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

PARCEL PLAT SHOWING PROPERTY OF

FM 3349 HOLDINGS, LLC

SCALE 1" = 200'

WILLIAMSON COUNTY

PROJECT FM 3349

PARCEL 64
PART 1
G.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 64-FM 3349 HOLDINGS, LLC\GAS\PART 1\PARCEL 64-PT 1-GE.dwg

EXHIBIT E

PLAT TO ACCOMPANY DESCRIPTION

○	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 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
℄	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

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056173-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 25, 2020, ISSUE DATE OCTOBER 5, 2020.

I. RESTRICTIVE COVENANTS: DOCUMENT NO. 2004058070, OF THE OFFICIAL PUBLIC RECORDS, OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 388, PAGE 253, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 565, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 347, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

K. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 822, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 801, PAGE 299, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 194, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 146, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER RECORDED IN DOCUMENT NO. 2010078119, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

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 30 June 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

06/23/2021

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

PARCEL PLAT SHOWING PROPERTY OF
FM 3349 HOLDINGS, LLC

SCALE 1" = 200'

WILLIAMSON COUNTY

PROJECT FM 3349

PARCEL 64
PART 1
G.E.

S:\ HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 64-FM 3349 HOLDINGS, LLC\GAS\PART 1\PARCEL 64-PT 1-GE.dwg

EXHIBIT F
PROPERTY DESCRIPTION FOR PARCEL 64 Pt. 2 – G.E.

DESCRIPTION OF A 0.018 ACRE (780 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 64.814 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO FM 3349 HOLDINGS, LLC RECORDED IN DOCUMENT NO. 2006048396 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.018 ACRE (780 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point (Grid Coordinates determined as N=10,166,024.91, E=3,191,766.10 TxSPC Zone 4203) in the easterly boundary line of said remainder of the 64.814 acre tract, same being in the southerly boundary line of that called 10.00 acre tract of land described in Special Warranty Deed to City of Hutto, Texas recorded in Document No. 2017098333 of the Official Public Records of Williamson County, Texas, also being the northwesterly 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, 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), bears, S 82°11'30" E, at a distance of 20.78 feet;

1) **THENCE,** departing said 10.00 acre tract, through the interior of said remainder of the 64.814 acre tract and that called 0.84 acre tract of land (Tract No. 3) described as a 20' wide lane in Deed recorded in Volume 347, Page 145 of the Deed Records of Williamson County, Texas and cited as a 20' access easement in Volume 1066, Page 457 of the Official Records of Williamson County, Texas, with the westerly line of said proposed waterline easement, along a curve to the right, having a delta angle of **00°21'15",** a radius of **5,045.00** feet, an arc length of **31.19** feet and a chord which bears **S 23°50'28" W**, at a distance of **31.19** feet to a calculated point in the southerly boundary line of said remainder of the 64.814 acre tract and said 20' access easement, same being the northerly boundary line of that called 92.278 acre tract of land described in Warranty Deed to Walnut Corner, LLC recorded in Document No. 2003043723 of the Official Public Records of Williamson County, Texas and from which, an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line of F.M. 3349 bears, with said common boundary line, S 82°11'38" E, at a distance of 20.82 feet;

2) **THENCE**, with said southerly boundary line of the remainder of the 64.814 acre tract and said access easement, same being the northerly boundary line of said 92.278 acre tract, **N 82°11'38" W,** for a distance of **26.04** feet to the calculated southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being an angle point in the northerly boundary line of said 92.278 acre tract, same being the southerly boundary line of said remainder of the 64.814 acre tract and said 20' wide access easement bears N 82°11'38" W, at a distance of 428.91 feet;

3) **THENCE,** departing said 92.278 acre tract, through the interior of said remainder of the 64.814 acre tract and said access easement, along a curve to the left, having a delta angle of **00°21'22",** a radius of **5,020.00** feet, for an arc length of **31.21** feet and a chord which bears **N 23°55'23" E**, at a distance of **31.21** feet, to a calculated point in said easterly boundary line of the remainder of the 64.814 acre tract, same being in said southerly boundary line of the 10.00 acre tract, for the northwesterly corner of the herein described parcel, and from which, the calculated southwesterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract bears, with said common boundary line, N 82°11'30" W, at a distance of 437.62 feet;

4) **THENCE,** with said common boundary line, **S 82°11'30" E,** for a distance of **25.99** feet to the **POINT OF BEGINNING**, containing 0.018 acre, (780 square feet) of land, more or less.

NOTE: There is also a 50 foot wide Temporary Construction Easement (T.C.E.) parallel with and westerly of Call 3 of the above description, as depicted on the accompanying Parcel Plat.

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.

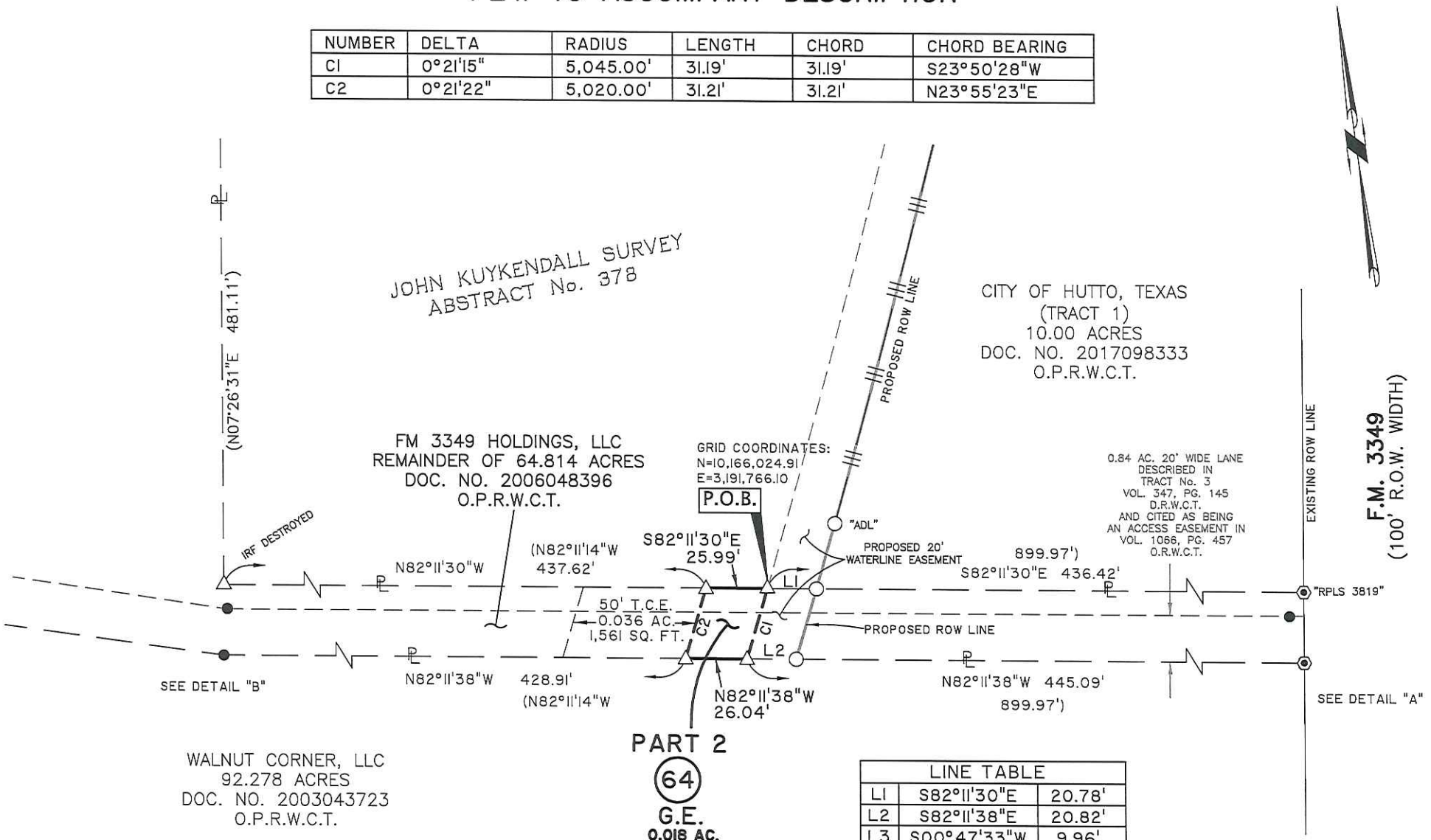
M. Stephen Truesdale — 30 June 2021
Date

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

EXHIBIT F

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	0°21'15"	5,045.00'	31.19'	31.19'	S23°50'28"W
C2	0°21'22"	5,020.00'	31.21'	31.21'	N23°55'23"E



LINE TABLE		
L1	S82°11'30"E	20.78'
L2	S82°11'38"E	20.82'
L3	S00°47'33"W	9.96'
(L3)	(S00°48'45"E)	(10.11')

06/24/2021

INLAND GEODETICS, LLC
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

FM 3349 HOLDINGS, LLC

SCALE 1" = 60'

WILLIAMSON COUNTY

PROJECT FM 3349

PARCEL 64
PART 2
G.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 64-FM 3349 HOLDINGS, LLC\GAS\PART 2\PARCEL 64-PT2-GE.dwg

EXHIBIT F

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	℄	PROPERTY LINE
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED		LINE BREAK
●	1/2" IRON ROD FOUND		DENOTES COMMON OWNERSHIP
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.O.B.	POINT OF BEGINNING
△	CALCULATED POINT	P.O.R. ( )	POINT OF REFERENCE RECORD INFORMATION

P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
— ||| —	ACCESS DENIAL LINE

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056173-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 25, 2020, ISSUE DATE OCTOBER 5, 2020.

I. RESTRICTIVE COVENANTS: DOCUMENT NO. 2004058070, OF THE OFFICIAL PUBLIC RECORDS, OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 388, PAGE 253, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 565, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 347, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 822, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 801, PAGE 299, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 194, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 146, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER RECORDED IN DOCUMENT NO. 2010078119, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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 30 June 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

06/24/2021

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

PARCEL PLAT SHOWING PROPERTY OF

FM 3349 HOLDINGS, LLC

SCALE		PROJECT
1" = 60'	WILLIAMSON COUNTY	FM 3349

PARCEL 64
PART 2
G.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 64-FM 3349 HOLDINGS, LLC\GAS\PART 2\PARCEL 64-PT2-GE.dwg

C:\Users\nrichman\OneDrive - HNTB\Scratch\WilCo Tasks\FM 3349\FM 3349 Holdings\Exhibit*FM3349*Driveway*Restore.dgn

EXHIBIT "G"

Parcel 64)

2 POTENTIAL DRIVEWAYS *
MIN SPACING 360' 1-WAY FRONTAGE

689'

1237'

3 POTENTIAL DRIVEWAYS *
MIN SPACING 360' 1-WAY FRONTAGE

WASTEWATER SLEEVE
MAX TOP OF OF PIPE
ELEV. = 611.70

+-Sta. 420+00

WATER SLEEVE
MAX TOP OF PIPE
ELEV. = 611.70

+-Sta. 420+09

Parcel 66

405+00
410+00
415+00
420+00
425+00
425+22
430+00
2430+00
2435+00
2440+00
2445+00
435+00
440+00
445+00
450+00
10-00
15-00
20-00
22-00

FUTURE PHASE FM 3349

FUTURE PHASE BRIDGE

INTERIM FM 3349

UTILITY SLEEVES TO BE CONSTRUCTED AT THE MINIMUM ELEVATIONS SHOWN UNLESS ANALTERNATE ELEVATION IS PROVIDED ON OR BEFORE AUGUST, 15, 2021

* DRIVEWAY LOCATIONS SHOWN ARE BASED ON ACCESS MANAGEMENT STANDARDS. ACTUAL DRIVEWAY LOCATION TO BE DETERMINED BY PERMIT APPLICATION PROCESS AT THE TIME OF PLATTING AND/OR DEVELOPMENT APPROVAL.

N

0 150 300
HORIZONTAL

INTERIM &
FUTURE PHASES
FM 3349 HOLDINGS

EXHIBIT "H"

Parcel 64P1-2

DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **FM 3349 HOLDINGS, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 5.587 acre (243,380 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 64P1**); and

All of that certain 0.289 acre (12,586 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 64P2**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the designated Access Denial Line ("ADL") set out in Exhibits "A-B". Grantor acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by Grantee, its successors and assigns to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature pages follow]

GRANTOR:

FM 3349 HOLDINGS, LLC

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "I"

WATERLINE EASEMENT
Southeast Loop (Segment 3)

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

FM 3349 HOLDINGS, LLC ("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 that certain 0.48 acre (20,886 SF) **(Parcel 64P1-2-WE)** parcel of land, being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibits "A-B" 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, unless approved by Grantee, which approval shall not be unreasonably withheld. 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: _____

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.

GRANTOR:

FM 3349 HOLDINGS, LLC

By:_____

Name:_____

Its:_____

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 "J"

DOCUMENT DRAFTED BY:
Flint Hills Resources, LC
3120 117th St. E.
Inver Grove Heights, MN 55077
WHEN RECORDED, MAIL TO:
Same as above
Attn: ROW Department – NAB

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO PIPELINE EASEMENT RIGHT OF WAY GRANT

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF WILLIAMSON §

This Amendment to Right of Way Grant (the "***Amendment***") is dated and effective as of _____, 2021 (the "Effective Date"), by and between FM 3349 HOLDINGS, LLC ("***Grantor***"), and FLINT HILLS RESOURCES CORPUS CHRISTI, LLC, a Delaware limited liability company ("***Grantee***").

Existing Easement Recitals ("Easement"):

1. Easement granted by Walter Vorwerk dated April 26, 1989 to the Koch Refining Company by instrument recorded in Volume 1792, Page 146, Document No. 1989017276, Official Records of Williamson County, Texas.

2. Assignment and Assumption Agreement by and between Flint Hills Resources, LP, a Delaware limited Partnership ("Assignor") and Flint Hills Resources Corpus Christi, LLC, a Delaware limited liability company ("Assignee") effective November 1, 2010, recorded in Document 2010078119, Official Records of Williamson County, Texas.

Grantor and Grantee now wish to amend the Easement as set forth herein.

NOW THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee amend the Easement as follows:

1. New Right-of-Way. The Easement is hereby amended to add the 0.60 acre (26,102 SF) right-of-way and easement described in Exhibits A-B (the "New Right-of-Way"), which is attached hereto and incorporated herein by reference, as part of the Easement property. As of the Effective Date, the Easement shall apply in full force and effect to the New Right-of-Way, as well as that right-of-way originally set forth in the Easement.

2. **Temporary Workspace**. The Easement is further amended to allow Grantee, its employees, agents, contractors, and subcontractors, to use up to fifty feet (50') of property immediately adjacent to the New Right-of-Way and Easement, as temporary workspace for a period not to exceed six (6) months from the time of initial entry during each instance of new construction, removal of the pipeline being replaced, and future maintenance, as necessary.

3. **Future Release.** Grantee agrees that upon completion of construction of the replacement pipeline in the New Right-of-Way and removal of the pipeline being replaced, to release the right-of-way no longer needed as a result of the relocation of the pipeline and record the release in the records of Williamson County, Texas.

4. **Parties Bound.** This Amendment shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective permitted successors and assigns, as provided in the Easement. Except as amended by the terms of this Amendment, the Easement and the rights and obligations of the Grantor and Grantee thereunder shall be and remain in full force and effect and are hereby ratified and affirmed.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

6. **Governing Law**. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Texas.

Signatures on following page

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective on the Effective Date.

GRANTOR:

FM 3349 HOLDINGS, LLC

By:_____

Name:_____

Its:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

Subscribed and sworn to before me this _____ 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: _____

ACCEPTED:

FLINT HILLS RESOURCES CORPUS CHRISTI, LLC

By: _____

Printed Name: Phil Gaarder

Title: Executive Vice President-Operations

STATE OF_____ §
§
COUNTY OF _____ §

Subscribed and sworn to before me this _____ day of _____, 2021, by Phil Gaarder, the Executive Vice President-Operations of Flint Hills Resources Corpus Christi, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____
Printed Name: _____
My Commission Expires: _____

Commissioners Court - Regular Session **49.**

Meeting Date: 07/27/2021

SE Loop Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with 3349 Land Group, LLC for right of way needed on the SE Loop project (Parcel 66). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 09:53 AM
Form Started By: Charlie Crossfield		Started On: 07/22/2021 09:48 AM
Final Approval Date: 07/22/2021		

REAL ESTATE CONTRACT

Southeast Loop—Corridor A1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between 3349 LAND GROUP, LLC (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 7.512 acre (327,230 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 66**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of FOUR HUNDRED NINETY-ONE THOUSAND and 00/100 Dollars ($491,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions and Additional Consideration

2.03. As additional consideration for the Property, and as an obligation of the parties which shall survive the Closing of this transaction, Purchaser agrees that in connection with the construction of the proposed Southeast Loop/FM3349 roadway improvement project ("Project") it shall at its sole expense cause the installation of two (2) steel utility sleeve casings twenty-four (24) inches in diameter, in the roadway plan Station locations and at the minimum vertical depth alignments as shown in Exhibit "B" attached hereto and incorporated herein, or as otherwise agreed to between Seller and Purchaser in writing prior to construction of the Project.

2.04. As additional consideration for the Property, Purchaser agrees that there are three (3) potential access points available according to TxDOT guidelines in the areas shown on Exhibit "B" but all access points must be approved by the applicable approving authority at the time of application.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 15, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

3349 LAND GROUP, LLC

By: R.B.J

Name: R. BRENT JONES

Its: GENERAL PARTNER

Date: 7/20/21

Address: 400 TALKEETNA LANE

CEDAR PARK TX 78613

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 66

DESCRIPTION OF A 7.512 ACRE (327,230 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 121.12 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO 3349 LAND GROUP, LLC RECORDED IN DOCUMENT 2007027439 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 7.512 ACRE (327,230 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=10,168,693.85 E=3,192,816.75 TxSPC Zone 4203) set in the proposed easterly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the northerly boundary line of said 121.12 acre tract, same being in the southerly boundary line of that called 1.137 acre tract of land described in Deed with Vendor's Lien to Henry H. Holubec, Jr. and wife Nancy Rydell Holubec (50% interest) and James F. Holubec, deceased (50% interest) recorded in Volume 1051, Page 818 of the Deed Records of Williamson County, Texas, said James F. Holubec's interest now vested with Edythe J. Holubec as Independent Executrix for the Estate of James F. Holubec, deceased as found cited in Document No. 2005075261 of the Official Public Records of Williamson County, Texas, also being the southerly line of that called 20 foot wide ingress and egress easement (known as Carpenter Drive) cited in Volume 832, Pg. 326 of the Deed 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 southeasterly corner of said 1.137 acre tract and said ingress-egress easement, same being the northeasterly corner of said 121.12 acre tract bears S 82°28'30" E, at a distance of 2,320.53 feet;

1) **THENCE,** departing said common boundary line and said ingress-egress easement, with said proposed easterly ROW line, **S 07°39'47" W**, passing at a distance of 1,067.89 feet a iron rod with aluminum cap stamped "ADL" set for the beginning of a Access Denial Line, at a distance of 2,091.89 feet pass a iron rod with aluminum cap stamped "ADL" set for the end of said Access Denial Line and continuing for a total distance of **2,117.89** feet to an iron rod with aluminum cap stamped "ROW 4933" in the southerly boundary line of said 121.12 acre tract, same being the northerly boundary line of the remainder of that called 74.89 acre tract of land described in Deed with Vendor's Lien to Robert W. Kaderka and wife, Bonnie B. Kaderka recorded in Volume 938, Page 195 of the Deed Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, and from which, a 1/2" iron rod found in said southerly boundary line of said 121.12 acre tract, same being the northeasterly corner of said 74.89 acre tract bears S 81°54'48" E, for a distance of 948.89 feet;

2) **THENCE,** departing said proposed easterly ROW line, with the common line of said 121.12 acre and 74.89 acre tracts, **N 81°54'48" W**, for a distance of **151.71** feet to a 1/2" iron rod found in the existing easterly ROW line of F.M. 3349 (100' ROW width), being the southwesterly corner of said 121.12 acre tract, same being the northwesterly corner of said 74.89 acre tract, also being the common easterly corner of that called 7.2773 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 669, Page 359 of the Deed Records of Williamson County, Texas, and that called 4.8614 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 670, Page 280 of the Deed Records of Williamson County, Texas, for the southwesterly corner of the herein described parcel;

THENCE, with said existing easterly ROW line, being the westerly boundary line of said 121.12 acre tract, same being the easterly line of said 4.8614 acre ROW tract, the following two courses:

3) **N 07°26'06" E**, for a distance of **825.90** feet to a calculated angle point;

4) **N 07°37'56" E**, for a distance of **1,290.49** feet to a 1/2" iron rod found, being the northwesterly corner of said 121.12 acre tract, same being the southwesterly corner of said 1.137 acre tract and said 20 foot wide ingress and egress easement, also being the northeasterly corner of said 4.8614 acre ROW tract and the southeasterly corner of that called 0.0459 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 669, Page 363 of the Deed Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the northwesterly corner of said 1.137 acre tract and said 20 foot wide ingress and egress easement, same being the southwesterly corner of that called 2.496 acre tract of land described in Special Warranty Deed to Brian N. Brown recorded in Document No. 2015065368 of the Official Public Records of Williamson County, Texas and that 30 foot wide ingress and egress easement described in Volume 832, Page 316 (Tract I) of the Deed Records of Williamson County, Texas, also being the northeasterly corner of said 0.0459 acre ROW tract bears N 07°37'56" E, for a distance of 20.00 feet;

5) **THENCE,** departing said existing easterly ROW line, with the northerly boundary line of said 121.12 acre tract, same being the southerly boundary line of said 1.137 acre tract and said 20 foot wide ingress and egress easement, **S 82°28'30" E,** for a distance of **155.68** feet to the **POINT OF BEGINNING**, containing 7.512 acres (327,230 square feet) of land, more or less.

Control of Access Clause:

Access will be prohibited across the 484.00 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.

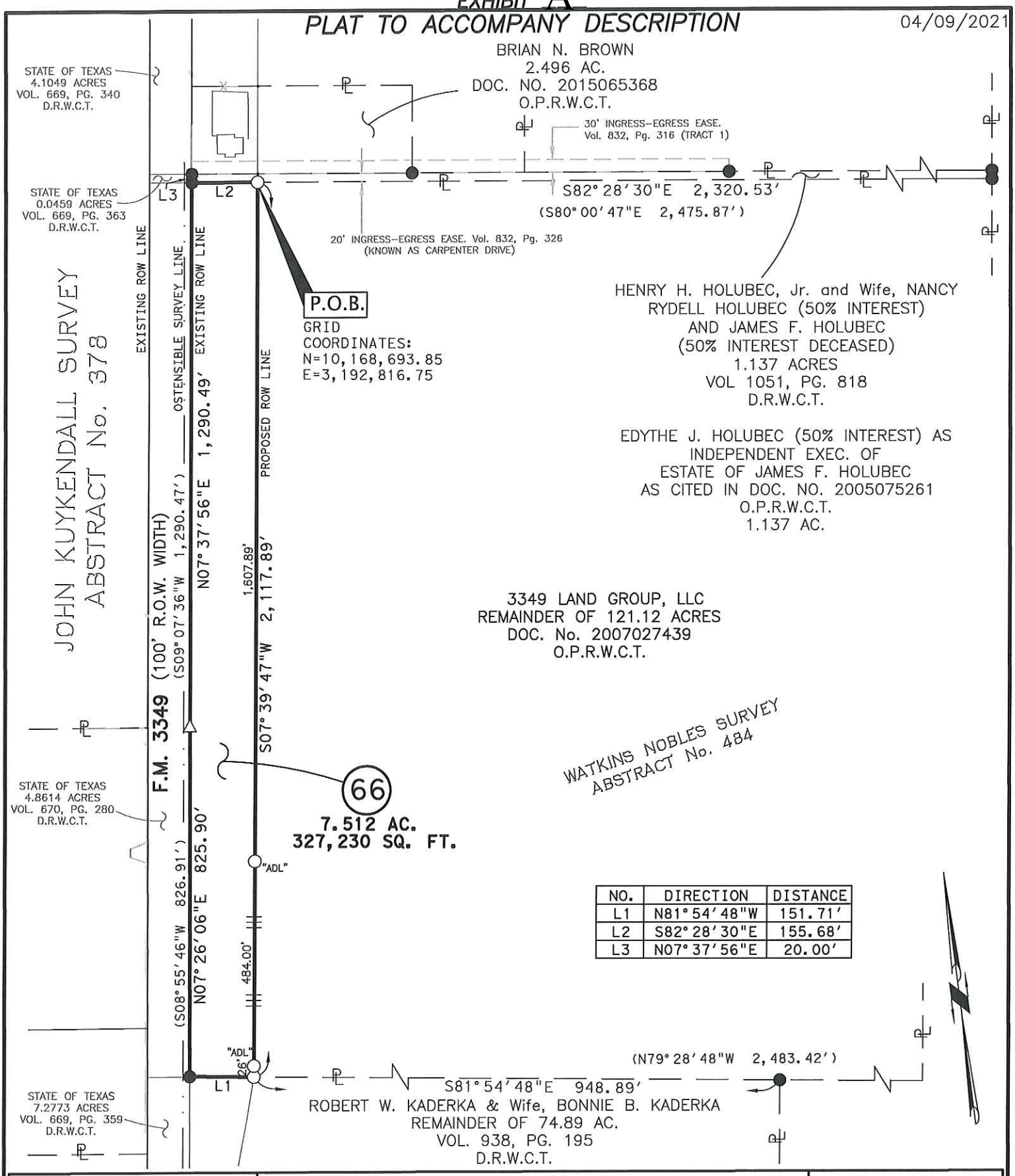
M. Stephen Truesdale 16 APR 2021

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, TX 78681

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

04/09/2021



NO.	DIRECTION	DISTANCE
L1	N81° 54' 48"W	151.71'
L2	S82° 28' 30"E	155.68'
L3	N07° 37' 56"E	20.00'

INLAND GEODETICS LLC
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

3349 LAND GROUP, LLC

PARCEL 66

SCALE	PROJECT	COUNTY
1" = 300'	F.M. 3349	WILLIAMSON

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 66-3349 LAND GROUP\PARCEL 66-3349 LAND GROUP.dwg

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

04/09/2021

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET UNLESS NOTED OTHERWISE	P.O.B.	POINT OF BEGINNING
		P.O.R.	POINT OF REFERENCE
		( )	RECORD INFORMATION
⊛	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
■	TxDOT TYPE 1 CONCRETE MONUMENT FOUND	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
●	IRON PIPE FOUND	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	— ||| —	ACCESS DENIAL LINE
℄	PROPERTY LINE		
	LINE BREAK		
	DENOTES COMMON OWNERSHIP		

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2059445-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 5, 2020, ISSUE DATE OCTOBER 13, 2020.

10G. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 995, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1796, PAGE 138, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

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 16 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

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

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

3349 LAND GROUP, LLC

PARCEL 66

SCALE	PROJECT	COUNTY
1" = 300'	F.M. 3349	WILLIAMSON

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 66-3349 LAND GROUP\PARCEL 66-3349 LAND GROUP.dwg

C:\Users\nrichman\OneDrive - HNTB\Scratch\WilCo Tasks\FM 3349\FM 3349 Holdings\Exhibit*FM3349*Driveway*Restore.dgn

EXHIBIT "B"

Parcel 64)

2 POTENTIAL DRIVEWAYS *
MIN SPACING 360' 1-WAY FRONTAGE

689'

1237'

3 POTENTIAL DRIVEWAYS *
MIN SPACING 360' 1-WAY FRONTAGE

WASTEWATER SLEEVE
MAX TOP OF OF PIPE
ELEV. = 611.70

+-Sta. 420+00

WATER SLEEVE
MAX TOP OF PIPE
ELEV. = 611.70

+-Sta. 420+09

Parcel 66

405+00
410+00
415+00
420+00
425+00
425+22
430+00
435+00
440+00
445+00
450+00
2430+00
2435+00
2440+00
2445+00
2450+00
10-00
15-00
20-00
22-00

FUTURE PHASE FM 3349

FUTURE PHASE BRIDGE

INTERIM FM 3349

UTILITY SLEEVES TO BE CONSTRUCTED AT THE MINIMUM ELEVATIONS SHOWN UNLESS ANALTERNATE ELEVATION IS PROVIDED ON OR BEFORE AUGUST, 15, 2021

* DRIVEWAY LOCATIONS SHOWN ARE BASED ON ACCESS MANAGEMENT STANDARDS. ACTUAL DRIVEWAY LOCATION TO BE DETERMINED BY PERMIT APPLICATION PROCESS AT THE TIME OF PLATTING AND/OR DEVELOPMENT APPROVAL.

N

0 150 300
HORIZONTAL

INTERIM & FUTURE PHASES
FM 3349 HOLDINGS

EXHIBIT "C"

Parcel 66

DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **3349 LAND GROUP, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 7.512 acre (327,230 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 66**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in Exhibit "A", to wit: NONE

Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the designated Access Denial Line ("ADL") set out in Exhibit "A". Grantor acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by Grantee, its successors and assigns to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the potion of the Property conveyed in Exhibit "A", but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas, its successors and assigns, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature page follows]

GRANTOR:

3349 LAND GROUP, LLC

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **50.**

Meeting Date: 07/27/2021

SE Loop Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Morris Wayne Krueger and Michael Ray Krueger for right of way needed on the SE Loop project (Parcel 67 and 67-WE). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 10:03 AM
Form Started By: Charlie Crossfield		Started On: 07/22/2021 09:50 AM
Final Approval Date: 07/22/2021		

REAL ESTATE CONTRACT
Southeast Loop/FM3349 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MORRIS WAYNE KRUEGER and MICHAEL RAY KRUEGER** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 8.713 acre (379,531 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 67**); and
>
> Waterline easement interest in and across all of that certain 0.812 acre (35,385 square foot) tract of land, out of and situated in the John Kuykendall Survey, Abstract No. 378, in Williamson County; being more particularly described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 67-WE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the portion of the Property described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of FOUR HUNDRED NINETY-NINE THOUSAND FIFTEEN and 00/100 Dollars ($499,015.00).

2.02. The Purchase Price for the easement interest in and across the Property described in Exhibit "B", shall be the sum of TWENTY-THREE THOUSAND and 00/100 Dollars ($23,000.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 15, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to Jonah Water Special Utility District a duly executed and acknowledged waterline easement conveying such interest to all of the Property described in Exhibit "B", both free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "C" attached hereto. The Easement to Jonah Water Special Utility District shall be in the form as shown in Exhibit "D" attached hereto.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

Morris Krueger
Morris Wayne Krueger

Address: 27401 Hwy 79
Thrall, Texas 76578

Date: 7-19-21

Michael Ray Krueger
Michael Ray Krueger

Address: 4551 County Road 132
Hutto, Texas
78634-4451

Date: 7/19/2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 67

DESCRIPTION OF A 8.713 ACRE (379,531 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 80 ACRE TRACT OF LAND (FOURTH TRACT) DESCRIBED IN DEED OF GIFT TO MORRIS WAYNE KRUEGER AND MICHAEL RAY KRUEGER RECORDED IN VOLUME 656, PAGE 142 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 8.713 ACRE (379,531 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=10,169,228.76, E=3,192,414.54 TxSPC Zone 4203) in the proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the existing southerly ROW line of County Road (C.R.) 132 (50' ROW width per Volume 347, Pg. 145, Tract 1), same being in the northerly boundary line of said 80.00 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which the calculated northwesterly corner of said 80 acre tract, same being the northeasterly corner of that called 22.26 acre tract of land (First Tract) described in Deed Of Gift to said Morris Wayne Krueger and Michael Ray Krueger recorded in said Volume 656, Page 142, bears N 82°41'16" W, at a distance of 1,754.55 feet;

1) **THENCE,** departing said proposed westerly ROW line, with said existing southerly ROW line, same being the northerly boundary line of said 80.00 acre tract, **S 82°41'16" E,** for a distance of **214.06** feet to the calculated northeasterly corner of said 80.00 acre tract, being the intersection of said existing southerly ROW line and the existing westerly ROW line of F. M. 3349 (100' ROW width), same being in the westerly line of that called 4.1049 acre ROW tract described in Deed to the State of Texas recorded in Volume 669, Pg. 340 of the Deed Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel;

2) **THENCE,** with said existing westerly ROW line, being the easterly boundary line of said 80 acre tract, same being in part with the westerly line of said 4.1049 acre ROW tract, the westerly line of that called 0.0459 acre ROW tract described in Deed to the State of Texas recorded in Volume 669, Pg. 363 of the Deed Records of Williamson County, Texas and of that called 4.8614 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 670, Pg. 280 of the Deed Records of Williamson County, Texas, **S 07°37'56" W,** for a distance of **1,768.97** feet to a broken TxDOT Type 1 ROW monument found, being the southeasterly corner of said 80.00 acre tract, same being the northeasterly corner of the remainder of that called 64.814 acre tract of land described in Warranty Deed to FM 3349 Holdings, LLC recorded in Document No. 2006048396 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;

3) **THENCE,** departing said existing westerly ROW line, with the southerly boundary line of said 80.00 acre tract, same being the northerly boundary line of said remainder of the 64.814 acre tract, **N 82°46'43" W,** at a distance of 5.15 feet, pass a leaning 2 inch I.D. pipe standing about 1½ feet above the ground, and continuing for a total distance of **215.01** feet to an iron rod with aluminum cap stamped "ROW 4933" in said proposed westerly ROW line of F. M. 3349, for the southwesterly corner of the herein described parcel;

4) **THENCE,** departing said remainder of the 64.814 acre tract, with said proposed westerly ROW line, through the interior of said 80 acre tract, **N 07°39'47" E,** for a distance of **1769.31** feet to the **POINT OF BEGINNING**, containing 8.713 acre, (379,531 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 — 16 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, TX 78681
S:/_ HDR-PROJECTS/FM 3349 OVERPASS/PARCELS/PARCEL 67-MORRIS WAYNE KRUEGER ET AL.doc

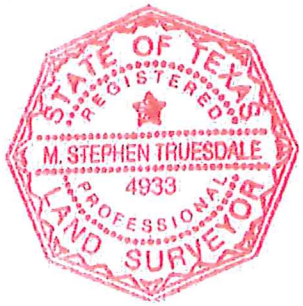
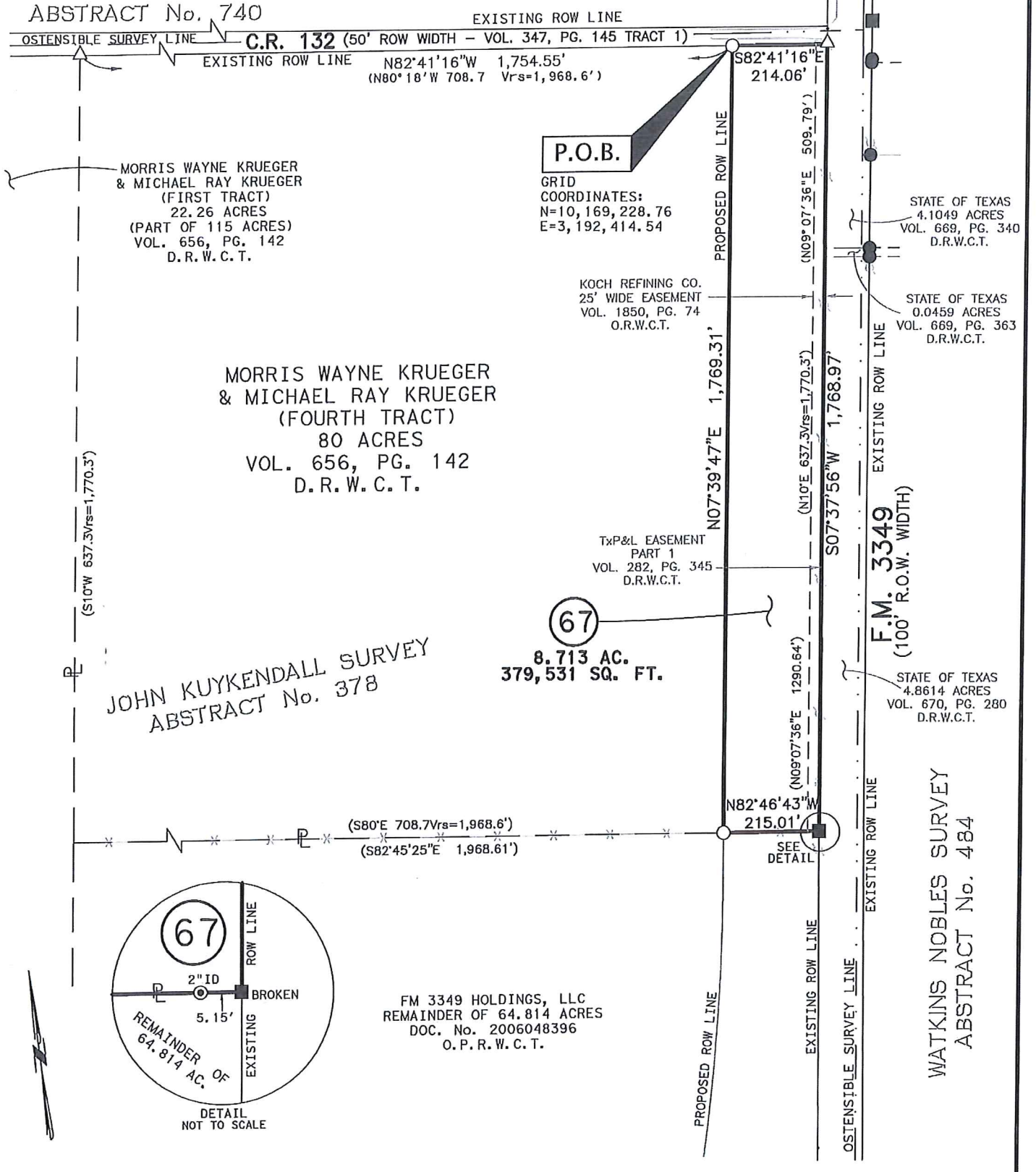


EXHIBIT A

THOMAS B. LEE SURVEY
ABSTRACT No. 740

PLAT TO ACCOMPANY DESCRIPTION

03/30/2021



INLAND GEODETICS LLC
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
MORRIS WAYNE KRUEGER
& MICHAEL RAY KRUEGER

PARCEL 67

SCALE	WILLIAMSON COUNTY	PROJECT	PAGE 2 OF 3
1" = 300'		FM 3349	

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 67-KRUEGER\PARCEL 67.dwg

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

03/30/2021

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 WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
℄	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		

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056183-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 5, 2020, ISSUE DATE OCTOBER 14 2020.

10G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 288, PAGE 33, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 454, PAGE 696, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 987, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 992, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 993, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, BY ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 193, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, BY ITS DESCRIPTION CAN NOT BE LOCATED.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 148, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1850, PAGE 74, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

P. RESOLUTION NO. R-19-09-05-9F RECORDED IN DOCUMENT NO. 2019085045, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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 16 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

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS, LLC
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
MORRIS WAYNE KRUEGER
& MICHAEL RAY KRUEGER

PARCEL 67

SCALE		PROJECT	
1" = 300'	WILLIAMSON COUNTY	FM 3349	PAGE 3 OF 3

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 67-KRUEGER\PARCEL 67.dwg

EXHIBIT B
PROPERTY DESCRIPTION FOR PARCEL 67-W.E.

DESCRIPTION OF A 0.812 ACRE (35,385 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 80 ACRE TRACT OF LAND (FOURTH TRACT) DESCRIBED IN DEED OF GIFT TO MORRIS WAYNE KRUEGER AND MICHAEL RAY KRUEGER RECORDED IN VOLUME 656, PAGE 142 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.812 ACRE (35,385 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 existing southerly ROW line of County Road (C.R.) 132 (50' ROW width per Volume 347, Page 145, Tract 1), same being in the northerly boundary line of said 80 acre tract, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, departing said southerly existing ROW line, through the interior of said 80 acre tract, with said proposed westerly ROW line, **S 07°39'47" W**, for a distance of **1,769.31** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said 80 acre tract, same being in the northerly boundary line of the remainder of that called 64.814 acre tract of land described in Warranty Deed to FM 3349 Holdings, LLC recorded in Document No. 2006048396 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which, a broken TxDOT Type 1 ROW monument found in the existing westerly ROW line of F.M. 3349 (100' ROW width), being the northeasterly corner of said remainder of the 64.814 acre tract, same being the southeasterly corner of said 80 acre tract bears S 82°46'43" E, at a distance of 209.86, pass a leaning 2 inch diameter pipe standing about 1½ feet above ground, and continuing for a total distance of 215.01 feet;

2) **THENCE**, departing said proposed westerly ROW line, with said common boundary line, **N 82°46'43" W,** for a distance of **20.00** feet to the calculated southwesterly corner of the herein described parcel;

3) **THENCE,** departing said remainder tract, through the interior of said 80 acre tract, **N 07°39'47" E,** for a distance of **1,769.31** feet to a calculated point in said northerly boundary line of the 80 acre tract, same being in said existing southerly ROW line of C.R. 132, for the northwesterly corner of the herein described parcel;

4) **THENCE**, with said common boundary/ROW line, **S 82°41'16" E,** for a distance of **20.00** feet to the **POINT OF BEGINNING**, containing 0.812 acre, (35,385 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 16 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

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION

03/30/2021

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 WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
℄	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		

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056183-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 5, 2020, ISSUE DATE OCTOBER 14 2020.

10G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, PARTIALLY AFFECTS.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 288, PAGE 33, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 454, PAGE 696, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 987, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 992, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 993, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BY ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 193, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BY ITS DESCRIPTION CAN NOT BE LOCATED.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 148, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1850, PAGE 74, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. RESOLUTION NO. R-19-09-05-9F RECORDED IN DOCUMENT NO. 2019085045, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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 16 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

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

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
MORRIS WAYNE KRUEGER
& MICHAEL RAY KRUEGER

PARCEL 67
W.E.

SCALE		PROJECT
1" = 300'	WILLIAMSON COUNTY	FM 3349

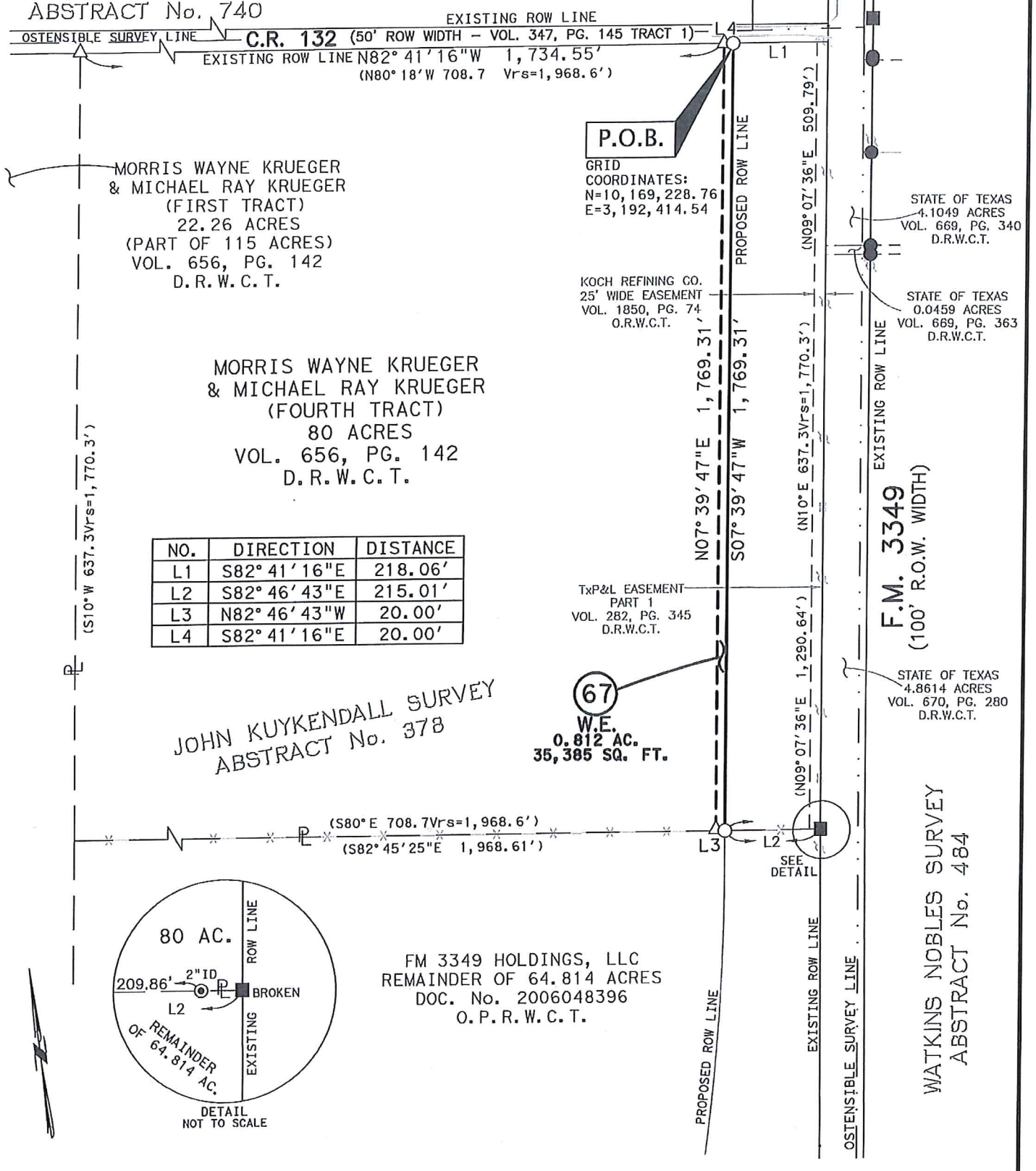
S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 67-KRUEGER\JONAH WATER EASE\PARCEL 67-WE.dwg

EXHIBIT B

THOMAS B. LEE SURVEY
ABSTRACT No. 740

PLAT TO ACCOMPANY DESCRIPTION

03/30/2021



NO.	DIRECTION	DISTANCE
L1	S82° 41' 16"E	218.06'
L2	S82° 46' 43"E	215.01'
L3	N82° 46' 43"W	20.00'
L4	S82° 41' 16"E	20.00'

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
MORRIS WAYNE KRUEGER
& MICHAEL RAY KRUEGER

PARCEL 67
W.E.

SCALE		PROJECT	
1" = 300'	WILLIAMSON COUNTY	FM 3349	PAGE 2 OF 3

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 67-KRUEGER\JONAH WATER EASE\PARCEL 67-WE.dwg

EXHIBIT "C"

Parcel 67

DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **MORRIS WAYNE KRUEGER and MICHAEL RAY KRUEGER**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 8.713 acre (379,531 Sq. Ft.) tract of land in the John Kuykendall Survey, Abstract No. 378, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 67**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature pages follow]

GRANTOR:

_____
Morris Wayne Krueger

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Morris Wayne Krueger, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Michael Ray Krueger

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Michael Ray Krueger, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "D"

WATERLINE EASEMENT
Southeast Loop (Segment 3)

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

MORRIS WAYNE KRUEGER and MICHAEL RAY KRUEGER ("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 that certain 0.812 acre (35,385 SF) **(Parcel 67-WE)** parcel of land, being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" 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 at or below grade water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and no more than two (2) above-grade 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: _____

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:

_____
Morris Wayne Krueger

Acknowledgment

STATE OF TEXAS

COUNTY OF _____

This instrument is acknowledged before me on the _____ day of _____, 2021, by Morris Wayne Krueger, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

GRANTOR:

_____
Michael Ray Krueger

Acknowledgment

STATE OF TEXAS

COUNTY OF _____

This instrument is acknowledged before me on the _____ day of _____ 2021, by Michael Ray Krueger, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

Commissioners Court - Regular Session **51.**

Meeting Date: 07/27/2021

SE Loop Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Michael Ray Krueger for right of way needed on the SE Loop project (Parcel 71 and 71-WE). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 10:07 AM
Form Started By: Charlie Crossfield		Started On: 07/22/2021 09:51 AM
Final Approval Date: 07/22/2021		

REAL ESTATE CONTRACT

Southeast Loop/FM3349 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MICHAEL RAY KRUEGER** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 4.113 acre (179,162 square foot) tract of land, out of and situated in the J.J. Stubblefield Survey, Abstract No. 562 and the Thomas B. Lee Survey, Abstract No. 740, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 71**); and
>
> Waterline easement interest in and across all of that certain 0.384 acre (16,740 square foot) tract of land, out of and situated in the J.J. Stubblefield Survey, Abstract No. 562 and the Thomas B. Lee Survey, Abstract No. 740, in Williamson County; being more particularly described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 71-WE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the portion of the Property described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWO HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED ELEVEN and 00/100 Dollars ($232,911.00).

2.02. The Purchase Price for the easement interest in and across the Property described in Exhibit "B", shall be the sum of ELEVEN THOUSAND and 00/100 Dollars ($11,000.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 15, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to Jonah Water Special Utility District a duly executed and acknowledged waterline easement conveying such interest to all of the Property described in Exhibit "B", both free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "C" attached hereto. The Easement to Jonah Water Special Utility District shall be in the form as shown in Exhibit "D" attached hereto.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

Michael Ray Krueger
Michael Ray Krueger

Address: 4551 County Road 132
Hutto, Texas
78634-4451

Date: 7/19/2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

County: Williamson
Parcel: 71
Project: FM 3349

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 71

DESCRIPTION OF A 4.113 ACRE (179,162 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 AND IN THE THOMAS B. LEE SURVEY, ABSTRACT NO. 740 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 60.87 ACRE TRACT OF LAND DESCRIBED IN GIFT DEED TO MICHAEL RAY KRUEGER RECORDED IN DOCUMENT NO. 2012042162 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 4.113 ACRE (179,162 SQUARE FOOT) PARCEL 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=10,170,107.75, E=3,192,532.81 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 60.87 acre tract, same being in the southerly boundary line of the remainder of that called 75 acre tract of land (Parcel Number One, Third Tract) described in Executor's Deed to Cynthia D. Krueger recorded in Document No. 2015046325 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE,** departing said proposed westerly ROW line, with the southerly boundary line of said remainder of the 75 acre tract, same being the northerly boundary line of said 60.87 acre tract, **S 82°41'01" E,** for a distance of **214.07** feet to the calculated northeasterly corner of said 60.87 acre tract, same being the southeasterly corner of said remainder of the 75 acre tract in the existing westerly ROW line of said F. M. 3349 (100' ROW width), same being in the westerly line of that called 4.1049 acre tract of land described in Deed to the State of Texas recorded in Volume 669, Page 340 of the Deed Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found bears S 82°41'01" E, at a distance of 0.66 feet;

2) **THENCE,** with said existing westerly ROW line, same being the westerly line of said 4.1049 acre ROW tract, also being the easterly boundary line of said 60.87 acre tract, **S 07°39'54" W**, for a distance of **837.00** feet to the calculated southeasterly corner of said 60.87 acre tract at the intersection of said existing westerly ROW line of F.M. 3349 and the northerly ROW line of County Road (C.R.) 132 (50' ROW width per Volume 347, Pg. 145, Tract 1), for the southeasterly corner of the herein described parcel;

3) **THENCE,** departing said existing westerly ROW line, with the southerly boundary line of said 60.87 acre tract, same being the existing northerly ROW line of said C.R. 132, **N 82°41'16" W,** for a distance of **214.04** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line of F. M. 3349, for the southwesterly corner of the herein described parcel, and from which, a bolt and "whiskered" nail found, being the southwest corner of that called 36.69 acre tract of land described in Gift Deed to said Michael Ray Krueger recorded in Document No. 2012042161 of the Official Public Records of Williamson County, Texas, same being the southeasterly corner of a 12' wide road tract (Parcel Number 1, Second Tract) described in said Executor's Deed to Cynthia D. Krueger bears N 82°41'16" W, at a distance of 4,862.86 feet:

County: Williamson
Parcel: 71
Project: FM 3349

4) **THENCE**, departing said existing northerly ROW line, with said proposed westerly ROW line, through the interior of said 60.87 acre tract, **N 07°39'47" E**, for a distance of **837.02** feet to the **POINT OF BEGINNING**, containing 4.113 acres, (179,162 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.

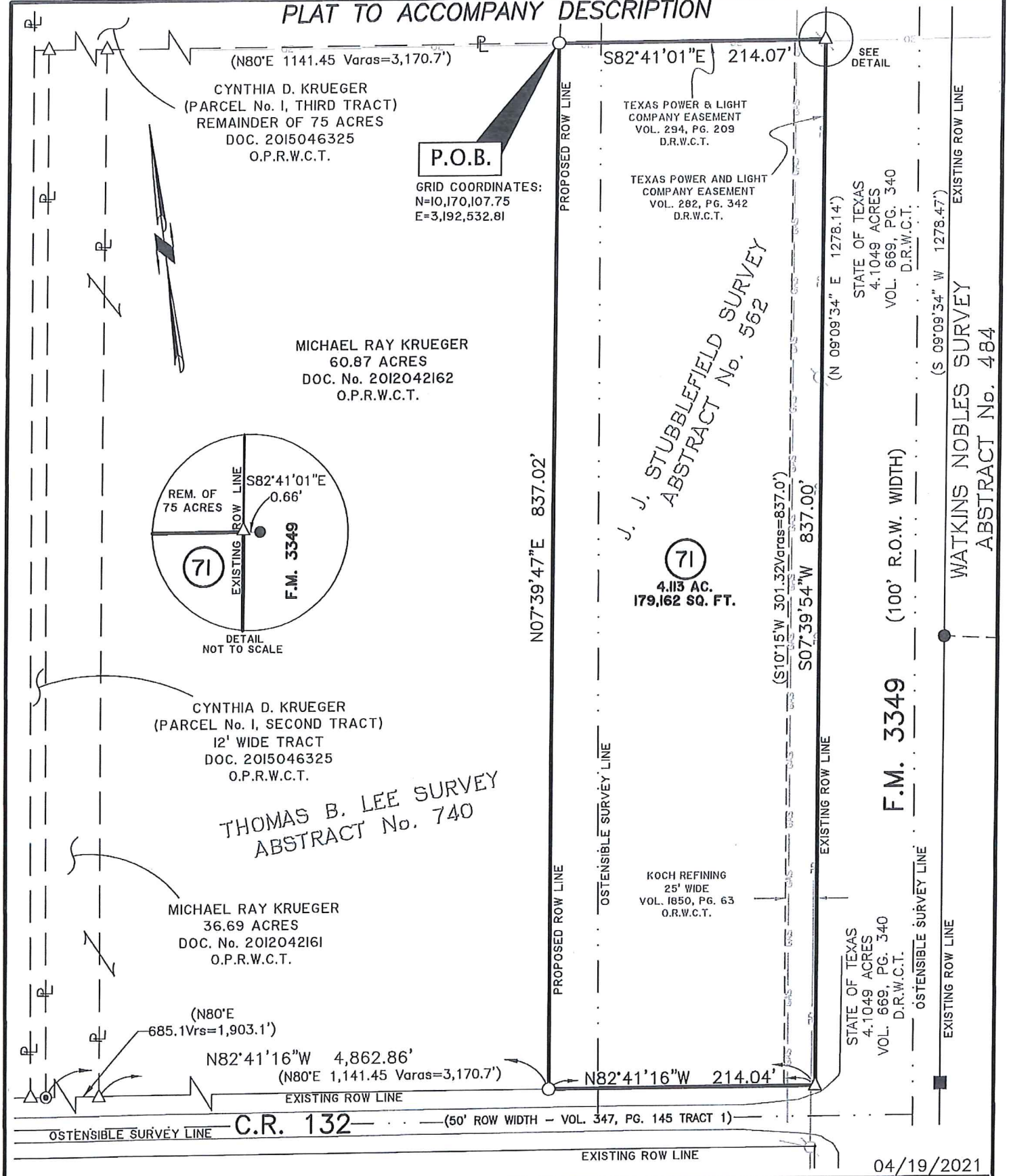
M. Stephen Truesdale 5 MAY 2021

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

Date

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION



04/19/2021

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

PARCEL PLAT SHOWING PROPERTY OF

MICHAEL RAY KRUEGER

SCALE		PROJECT	PARCEL 71
1" = 100'	WILLIAMSON COUNTY	FM 3349	PAGE 3 OF 4

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 71-KRUEGER\PARCEL 71.dwg

EXHIBIT A

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 WILLIAMSON COUNTY, TEXAS
◉	EYE BOLT FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK		
	DENOTES COMMON OWNERSHIP		

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056194-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 5, 2020, ISSUE DATE OCTOBER 13, 2020.

10A. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 342, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 294, PAGE 209, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 599, PAGE 607, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, LOCATION CAN NOT BE DETERMINED BY ITS DESCRIPTION.

D. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1430, PAGE 303, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, LOCATION CAN NOT BE DETERMINED BY ITS DESCRIPTION.

E. PIPE LINE EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1850, PAGE 63, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS, AFFECTS AS SHOWN.

F. COMMUNICATIONS SYSTEMS EASEMENT TO CENTRAL TELEPHONE COMPANY OF TEXAS RECORDED IN DOCUMENT NO. 2005004323, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, DOES NOT AFFECT.

G. NOTICE REGARDING RESOLUTION NO. R-19-09-05-9H RECORDED IN DOCUMENT NO. 2019085043, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

04/19/2021

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

PARCEL PLAT SHOWING PROPERTY OF
MICHAEL RAY KRUEGER

PARCEL 71

SCALE 1" = 100'

WILLIAMSON COUNTY

PROJECT FM 3349

PAGE 4 OF 4

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 71-KRUEGER\PARCEL 71.dwg

EXHIBIT B
PROPERTY DESCRIPTION FOR PARCEL 71-W.E.

DESCRIPTION OF A 0.384 ACRE (16,740 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE J. J. STUBBLEFIELD, SURVEY, ABSTRACT NO. 562 AND IN THE THOMAS B. LEE SURVEY, ABSTRACT NO. 740 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 60.87 ACRE TRACT OF LAND DESCRIBED IN GIFT DEED TO MICHAEL RAY KRUEGER RECORDED IN DOCUMENT NO. 2012042162 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.384 ACRE (16,740 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 60.87 acre tract, same being in the southerly boundary line of the remainder of that called 75 acre tract (Parcel Number 1, Third Tract) described in Executor's Deed to Cynthia D. Krueger recorded in Document No. 2015046325 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, the calculated northeasterly corner of said 60.87 acre tract, same being the southeasterly corner of said remainder of the 75 acre tract, in the existing westerly ROW line of F.M. 3349 (100' ROW width) bears with said common boundary line S 82°41'01" E, at a distance of 214.07 feet, and from said calculated point a 1/2" iron rod found bears S 82°41'01" E, at a distance of 0.66 feet;

1) **THENCE**, departing said remainder tract, through the interior of said 60.87 acre tract, with said proposed westerly ROW line, **S 07°39'47" W**, for a distance of **837.02** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said 60.87 acre tract, same being in the existing northerly ROW line of County Road (C.R.) 132 (50' ROW width per Volume 347, Page 145, Tract 1), for the southeasterly corner of the herein described parcel, and from which, the calculated southeasterly corner of said 60.87 acre tract, same being the intersection of said northerly ROW line of C.R. 132 intersects with said existing westerly ROW line of F.M. 3349 bears with said southerly boundary line of the 60.87 acre tract, same being said northerly ROW line bears S 82°41'16" E, at a distance of 214.04 feet;

2) **THENCE**, departing said proposed westerly ROW line, with said common boundary/ROW line, **N 82°41'16" W,** for a distance of **20.00** feet to the calculated southwesterly corner of the herein described parcel;

3) **THENCE,** departing said existing northerly ROW line, through the interior of said 60.87 acre tract, **N 07°39'47" E,** for a distance of **837.02** feet to a calculated point in the common line of said 60.87 acre tract, and said remainder of the 75 acre tract, for the northwesterly corner of the herein described parcel;

4) **THENCE**, with said common boundary line, **S 82°41'01" E,** for a distance of **20.00** feet to the **POINT OF BEGINNING**, containing 0.384 acre, (16,740 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.

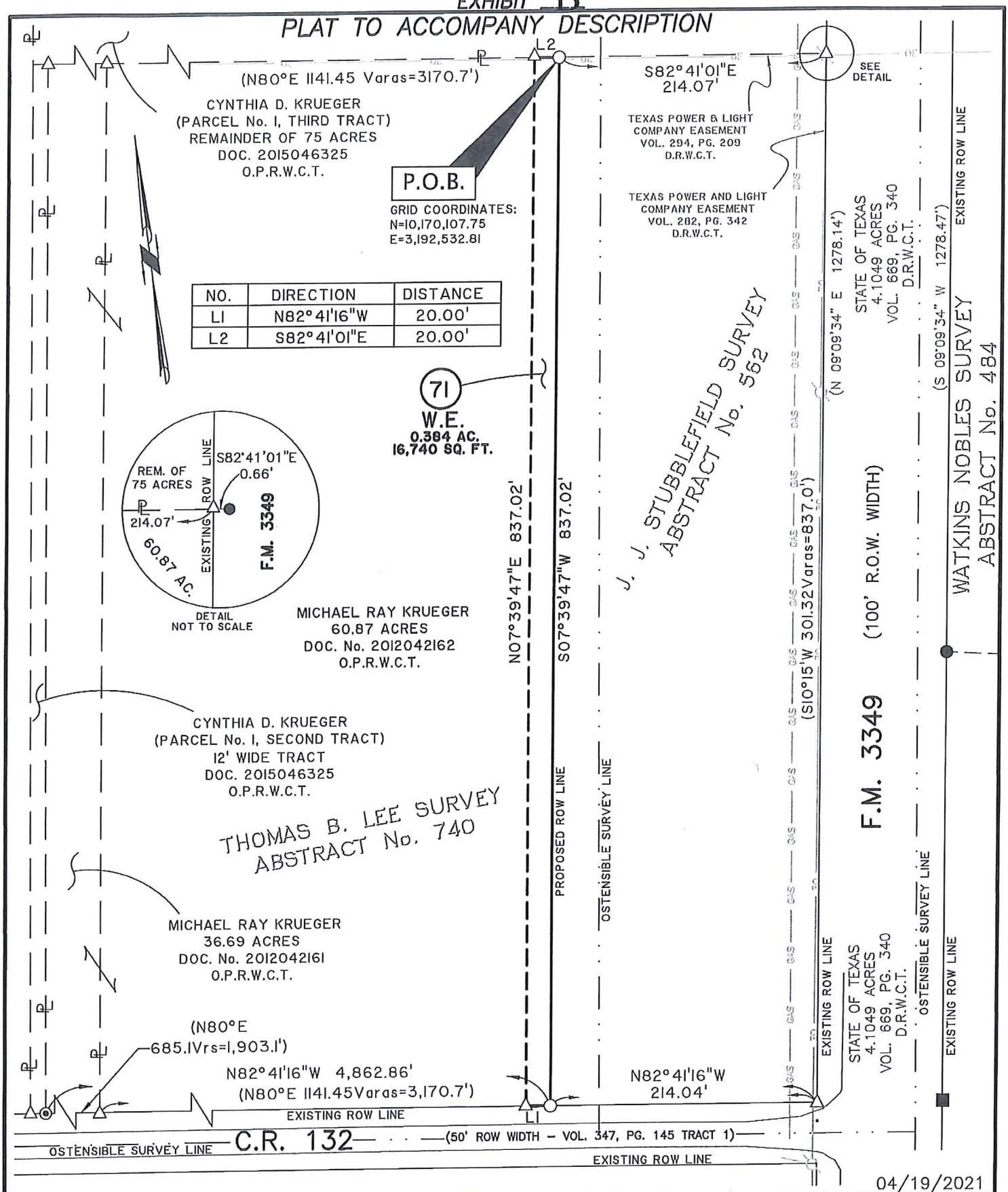
M. Stephen Truesdale — 5 MAY 2021

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, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION



04/19/2021

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

PARCEL PLAT SHOWING PROPERTY OF
MICHAEL RAY KRUEGER

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	FM 3349

PARCEL 71
W.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 71-KRUEGER\JONAH\PARCEL 71-WE.dwg

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 WILLIAMSON COUNTY, TEXAS
◉	EYE BOLT FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK		
	DENOTES COMMON OWNERSHIP		

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056194-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 5, 2020, ISSUE DATE OCTOBER 13, 2020.

10A. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 342, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

B. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 294, PAGE 209, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 599, PAGE 607, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

D. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1430, PAGE 303, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

E. PIPE LINE EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1850, PAGE 63, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS, DOES NOT AFFECT.

F. COMMUNICATIONS SYSTEMS EASEMENT TO CENTRAL TELEPHONE COMPANY OF TEXAS RECORDED IN DOCUMENT NO. 2005004323, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, DOES NOT AFFECT.

G. NOTICE REGARDING RESOLUTION NO. R-19-09-05-9H RECORDED IN DOCUMENT NO. 2019085043, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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 5MAY2021

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

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

04/19/2021

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

PARCEL PLAT SHOWING PROPERTY OF
MICHAEL RAY KRUEGER

SCALE 1" = 100'

WILLIAMSON COUNTY

PROJECT FM 3349

PARCEL 71 W.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 71-KRUEGER\JONAH\PARCEL 71-WE.dwg

EXHIBIT "C"

Parcel 71

DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **MICHAEL RAY KRUEGER**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 4.113 acre (179,162 Sq. Ft.) tract of land in the J. J. Stubblefield Survey, Abstract No. 562 and the Thomas B. Lee Survey, Abstract No. 740, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 71**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature pages follow]

GRANTOR:

_____
Michael Ray Krueger

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Michael Ray Krueger, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "D"

WATERLINE EASEMENT
Southeast Loop (Segment 3)

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

MICHAEL RAY KRUEGER ("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 that certain 0.384 acre (16,740 SF) **(Parcel 71-WE)** parcel of land, being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" 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 at or below grade water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and no more than two (2) above-grade 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: _____

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.

GRANTOR:

_____
Michael Ray Krueger

Acknowledgment

STATE OF TEXAS

COUNTY OF _____

This instrument is acknowledged before me on the _____ day of _____ 2021, by Michael Ray Krueger, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

Commissioners Court - Regular Session **52.**

Meeting Date: 07/27/2021

SE Loop Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Larry John Matl for right of way needed on the SE Loop project (Parcel 74). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 10:08 AM
Form Started By: Charlie Crossfield		Started On: 07/22/2021 09:53 AM
Final Approval Date: 07/22/2021		

DocuSign Envelope ID: 7CBB3FF2-67C9-4649-BDB0-222018FE8DD1

REAL ESTATE CONTRACT

Southeast Loop/FM3349 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **LARRY JOHN MATL** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.936 acre (40,764) square foot) tract of land, out of and situated in the J.J. Stubblefield Survey, Abstract No. 562, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 74**); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the portion of the Property described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of ONE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED THIRTY and 00/100 Dollars ($144,430.00).

Special Provisions and Additional Consideration

2.02. As Additional Consideration for the Purchase of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that it shall not remove or otherwise impair continued service from the existing water well within the Property before November 15th, 2021, subject to extensions from Purchaser in writing.

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Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

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ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 15, 2021 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to Purchaser in and to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "B" attached hereto.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

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Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by

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the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

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Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signatures follow]

DocuSign Envelope ID: 7CBB3FF2-67C9-4649-BDB0-222018FE8DD1

SELLER:

DocuSigned by:
Larry J. Matl
26BFBD50DD06423...
Larry John Matl

Address: 1200 FM 3349

Taylor, TX 76574-7208

Date: 7/21/2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

DocuSign Envelope ID: 7CBB3FF2-67C9-4649-BDB0-222018FE8DD1

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 74

DESCRIPTION OF A 0.936 ACRE (40,764 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION 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, SUBDIVISION OF RECORD IN CABINET G, SLIDE 329-330 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.936 ACRE (40,764 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=10,170,776.36, E=3,192,683.29 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 5.65 acre tract, same being in the southerly boundary line 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, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found, being the northwesterly corner of said 5.65 acre tract, being the southerly boundary line of said 224.42 acre tract, same being an ell corner in the northerly boundary line of the remainder of that called 4½ acre tract of land (Parcel Number One, First Tract) described in Executor's Deed to Cynthia D. Krueger recorded in Document No. 2015046325 of the Official Public Records of Williamson County, Texas, bears N 82°43'15" W, at a distance of 1,127.17 feet;

1) **THENCE,** departing said proposed westerly ROW line, with the northerly boundary line of said 5.65 acre tract, same being the southerly boundary line of said 224.42 acre tract, **S 82°43'15" E,** for a distance of **154.10** feet to 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 southeasterly corner of said 224.42 acre and the northeasterly corner of said 5.65 acre tract, same being in the westerly line of that called 2.8485 acre tract of land described in Deed to the State of Texas recorded in Volume 673, Pg. 213 of the Deed Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel, and from which, a broken TxDOT Type 1 monument found, being an angle point in the common line of said existing westerly ROW line and said 224.42 acre tract, same being the west line of said 2.8485 acre ROW tract, bears N 07°39'54" E, at a distance of 3.04 feet;

2) **THENCE,** with said existing westerly ROW line, same being the westerly line of said 2.8485 acre ROW tract and partially with the westerly line of that called 4.1049 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 669, Pg. 340 of the Deed Records of Williamson County, Texas, also being the easterly boundary line of said 5.65 acre tract, **S 07°39'54" W**, at a distance of approximately 240 feet, pass the common corner of said 2.8485 acre and said 4.1049 acre ROW tracts, and continuing for a total distance of **246.86** feet to the calculated southeasterly corner of said 5.65 acre tract, same being the northeasterly corner of the remainder that called 75 acre tract of land (Parcel Number One, Third Tract) described in said Executor's Deed to Cynthia D. Krueger, for the southeasterly corner of the herein described parcel;

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3) **THENCE,** departing said existing westerly ROW line, with the common boundary line of said 5.65 acre tract and said remainder of the 75 acre tract, **N 82°50'51" W,** for a distance of **175.93** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line of F. M. 3349, for the southwesterly corner of the herein described parcel, and from which, a calculated angle point in said common boundary line, bears N 82°50'51" W, at a distance of 486.76 feet;

4) **THENCE**, departing said remainder of the 75 acre tract, with said proposed westerly ROW line, through the interior of said 5.65 acre tract, **N 12°42'24" E**, for a distance of **248.36** feet to the **POINT OF BEGINNING**, containing 0.936 acre, (40,764 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 §

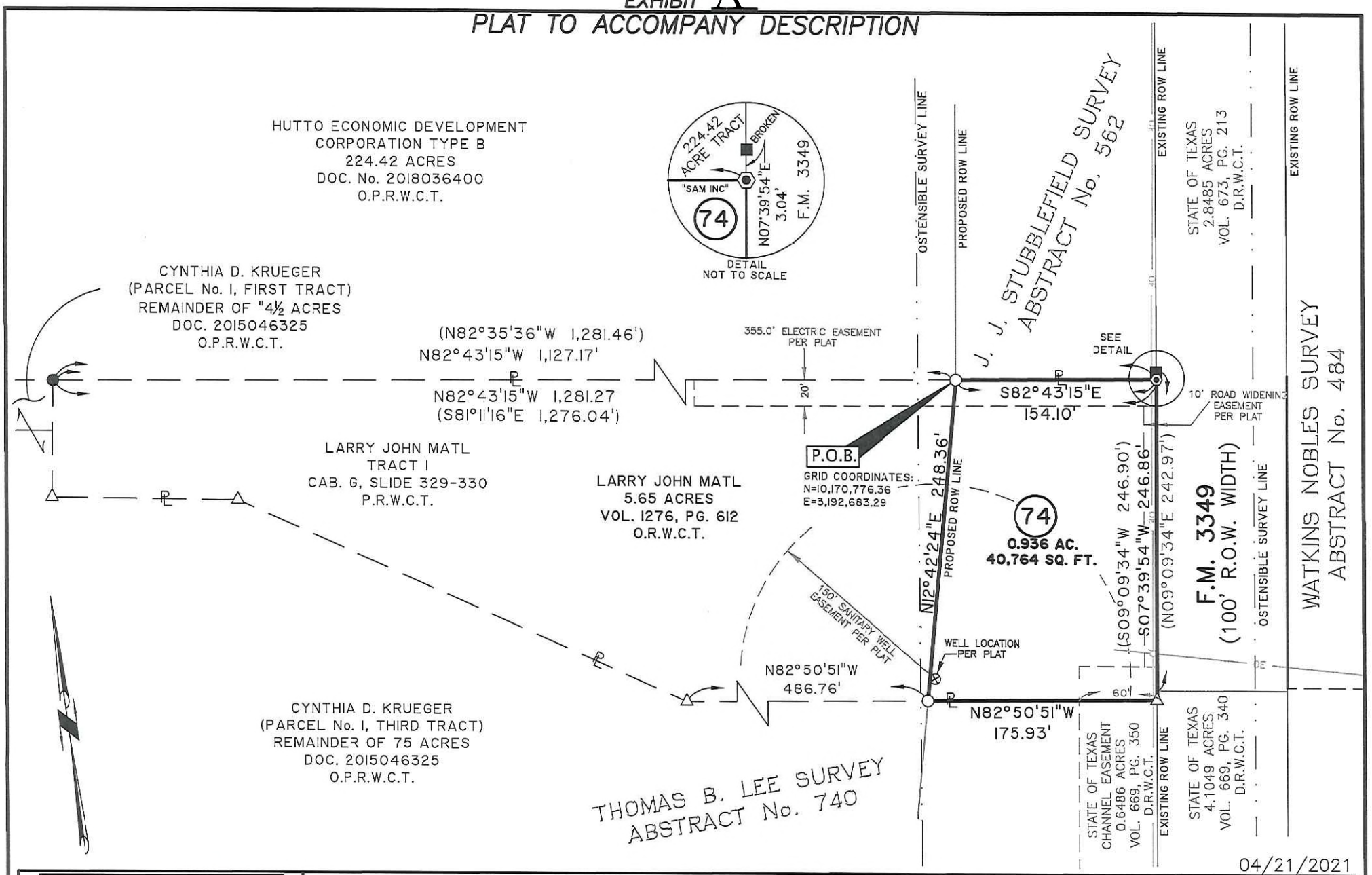
That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 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, TX 78681

EXHIBIT A
PLAT TO ACCOMPANY DESCRIPTION



04/21/2021

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

PARCEL PLAT SHOWING PROPERTY OF

LARRY JOHN MATL

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	FM 3349

PARCEL 74

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 74-MATL\PARCEL 74.dwg

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EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
ℙL	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP

P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056209-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 29, 2020, ISSUE DATE OCTOBER 7, 2020.

I. RESTRICTIVE COVENANTS: CABINET G, SLIDE 329, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10A. ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET G, SLIDE 329, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

B. WATER LINES TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 599, PAGE 612, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. CHANNEL OR DRAINAGE EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 350, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, PARTIALLY AFFECTS AS SHOWN.

D. TERMS, CONDITIONS, AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-8BB RECORDED IN DOCUMENT NO. 2019035425, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

04/21/2021

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

PARCEL PLAT SHOWING PROPERTY OF
LARRY JOHN MATL

PARCEL 74

SCALE		PROJECT	
1" = 100'	WILLIAMSON COUNTY	FM 3349	PAGE 4 OF 4

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 74-MATL\PARCEL 74.dwg

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DocuSign Envelope ID: 7CBB3FF2-67C9-4649-BDB0-222018FE8DD1

EXHIBIT "B"

Parcel 74

DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That LARRY JOHN MATL, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.936-acre (40,764 Sq. Ft.) tract of land in the J.J. Stubblefield Survey, Abstract No. 562, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 74**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

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Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature pages follow]

DocuSign Envelope ID: 7CBB3FF2-67C9-4649-BDB0-222018FE8DD1

GRANTOR:

_____
Larry John Matl

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Larry John Matl, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **53.**

Meeting Date: 07/27/2021

Sam Bass Rd. Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Jason Hatfield and Kasey Hatfield for right of way needed on the Sam Bass Rd. project (Parcel 52). Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 10:15 AM
Form Started By: Charlie Crossfield		Started On: 07/22/2021 09:54 AM
Final Approval Date: 07/22/2021		

REAL ESTATE CONTRACT
Corridor H/Sam Bass Road Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by JASON HATFIELD AND KASEY HATFIELD, Co-Trustees of the JHK Trust dated February 17, 2015 (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.030 of an acre (1,288 sq. ft.) tract of land out of the J. H. Dillard Survey, Abstract No. 179, in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. (**Parcel 52**); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of SEVEN THOUDAND FIVE HUNDRED and 00/100 Dollars ($7,500.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in good funds at the Closing.

Special Provisions

2.03. Replacement Driveway Surface Material. As additional consideration for the acquisition of the Property, and as an obligation which shall survive the closing of this transaction, Purchaser agrees that it shall at its own expense cause any reconstruction of Seller's existing driveway which is required by Purchaser's proposed Sam Bass roadway construction project to be completed with exposed aggregate surface material specification to match the existing driveway surface as closely as reasonably possible.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 15, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

Jason Hatfield, Co-Trustee of the
JHK Trust dated February 17, 2015

Address: 4009 Sam Bass Road
Round Rock, TX 78681

Date: 19 July 2021

Kasey Hatfield, Co-Trustee of the
JHK Trust dated February 17, 2015

Date: 7.19.21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 52 March 26, 2021
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

PROPERTY DESCRIPTION FOR PARCEL 52

DESCRIPTION OF A 0.030 ACRE (1,288 SQ. FT.) PARCEL LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 19, GREAT OAKS SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 372, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO THE JHK TRUST, RECORDED APRIL 11, 2016 IN DOCUMENT NO. 2016030052, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.030 ACRE (1,288 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 22.12 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 334+05.69 on the existing south right-of-way line of County Road 175 (Sam Bass Road) a variable width right-of-way, no record information found, for the northeast corner of Lot 17 of said Great Oaks Subdivision, described in a deed to Chad Frers and Brandi Frers, recorded in Document No. 2008057823, O.P.R.W.C.TX., same being the northwest corner of Lot 18 of said Great Oaks Subdivision, described in a deed to Chad Taylor and Jennifer Taylor, recorded in Document No. 2009040031, O.P.R.W.C.TX.;

THENCE S 57°41'08" E, departing the common line of said Lot 17 and said Lot 18, with the existing south right-of-way line of said Sam Bass Road, a distance of 158.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (1/2-inch iron rod found replaced with 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY") (Surface Coordinates: N=10,168,884.75, E=3,113,214.32) set 17.36 feet right of Sam Bass Road E.C.S. 335+65.60 on the proposed south right-of-way line of Sam Bass Road, for the northeast corner of said Lot 18, same being the northwest corner of said Lot 19 and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 57°41'08" E, departing the proposed south right-of-way line of said Sam Bass Road, continuing with the existing south right-of-way line of said Sam Bass Road and the north line of a 5-feet wide Road Widening Easement show on said Great Oaks subdivision plat, a distance of 204.16 feet to a 1/2-inch iron rod found, for the northwest corner of Lot WW of said Great Oaks Subdivision, described in a deed to TAL/TEX Inc., recorded in Volume 1301, Page 850, O.P.R.W.C.TX., now known as Aquasource Utility, Inc., by merger recorded in Document No. 2001082279, O.P.R.W.C.TX., same being the northeast corner of said Lot 19 and the parcel described herein;

2) **THENCE** S 32°31'56" W, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said Lot 19 and said Lot WW, crossing at a distance of 4.94 feet the south line of said 5-feet wide Road Widening Easement, and continuing for a total distance of 10.97 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 337+70.01 on the proposed south right-of-way line of said Sam Bass Road, for the southeast corner of the parcel described herein;

3) **THENCE** N 55°04'08" W, departing the common line of said Lot 19 and said Lot WW, with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 19, crossing at a distance of 131.78 feet the south line of said 5-feet wide Road Widening Easement, and continuing for a total distance of 204.33 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 335+65.68, for the southwest corner of the parcel described herein;

4) **THENCE** N 32°12'52" E, continuing with the proposed south right-of-way line of said Sam Bass Road, a distance of 1.65 feet to the **POINT OF BEGINNING,** and containing 0.030 acre (1,288 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

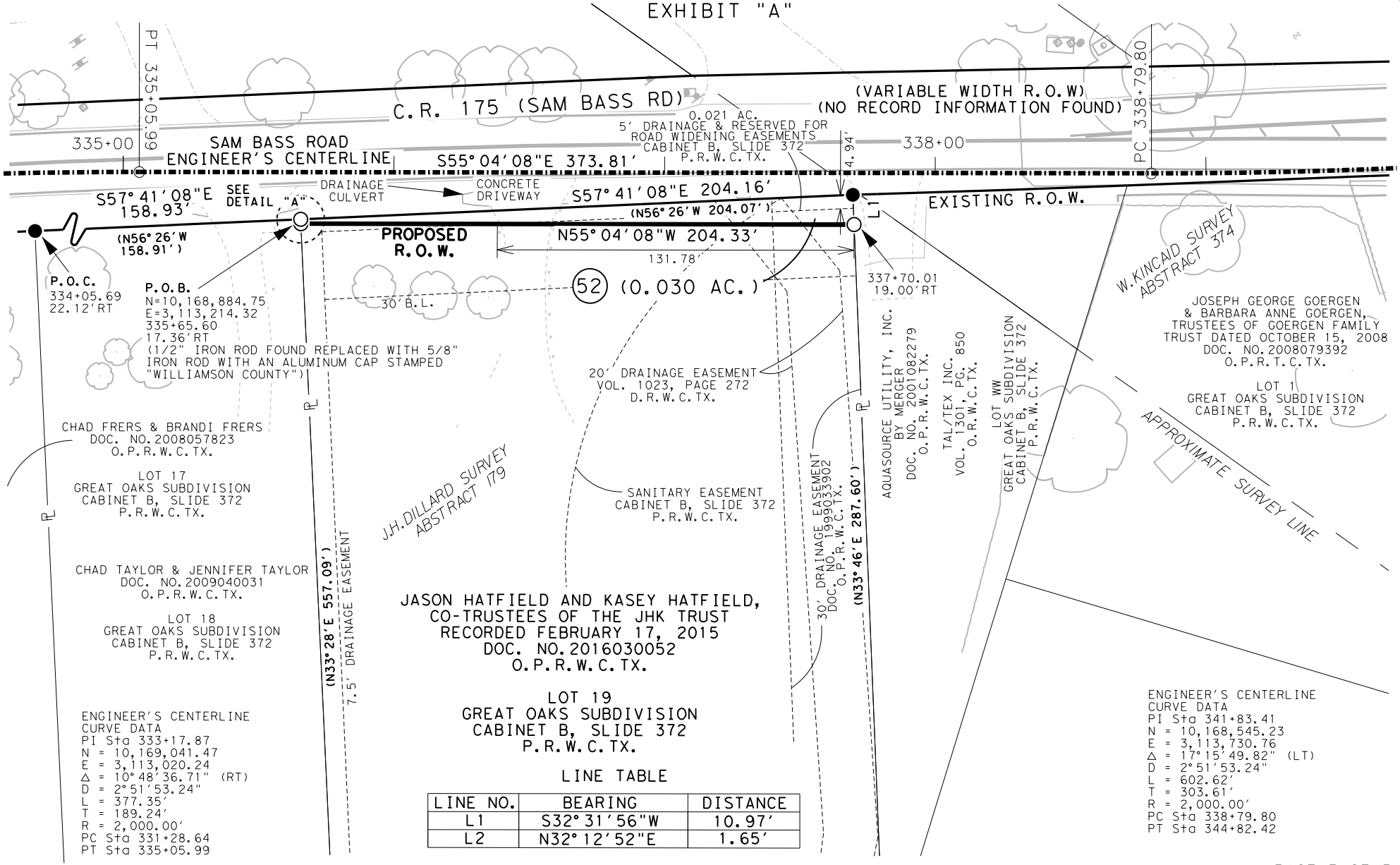
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 3/25/21

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear. Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S32°31'56"W	10.97'
L2	N32°12'52"E	1.65'

REF. FIELD NOTE NO. 45952

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\52\PLAT\00\P-52.dgn

EXISTING	*2.311 AC.	ACQUIRE	0.030 AC.	REMAINING	2.281 AC. RIGHT

N

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JASON HATFIELD AND KASEY HATFIELD,
CO-TRUSTEES OF THE JHK TRUST
PARCEL 52
0.030 AC. (1,288 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1952119, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 20, 2019, AND ISSUED DATE JANUARY 2, 2020.

1. RESTRICTIVE COVENANTS: CABINET B, SLIDE 372, PLAT RECORDS AND VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10A. EASEMENT AS SHOWN ON PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF:
PURPOSE: WATER WELL AND SANITARY EASEMENT
LOCATION: TRAVERSING THE PROPERTY AS SHOWN (AFFECTS AS SHOWN)

B. EASEMENT AS SHOWN ON PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF:
PURPOSE: DRAINAGE
LOCATION: 30' TRAVERSES THE LOT AS SHOWN AND FURTHER AFFECTED BY DOCUMENT NO. 199933902, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

C. EASEMENT AS SHOWN ON PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF:
PURPOSE: DRAINAGE
LOCATION: 7.5' ALONG A PORTION OF THE NORTHERLY SIDE PROPERTY (AFFECTS AS SHOWN)

D. EASEMENT AS SHOWN ON PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF:
PURPOSE: ROAD WIDENING
LOCATION: 5' ALONG THE FRONT PROPERTY LINE (AFFECTS AS SHOWN)

E. EASEMENT AS SHOWN ON PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF:
PURPOSE: UTILITY
LOCATION: 10' ALONG THE REAR AND A PORTION OF THE SOUTHERLY SIDE PROPERTY LINES (AFFECTS REAR OF PROPERTY)

F. BUILDING SETBACK LINES AS SHOWN ON THE RECORDED PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF. (AFFECTS AS SHOWN)

G. BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

H. EASEMENT:
RECORDED: VOLUME 577, PAGE 685, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: PEDERNALES ELECTRIC COOPERATIVE, INC.
PURPOSE: ELECTRIC AND TELEPHONE (MAY AFFECT)

I. EASEMENT:
RECORDED: VOLUME 635, PAGE 643, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: PEDERNALES ELECTRIC COOPERATIVE, INC.
PURPOSE: ELECTRIC AND TELEPHONE (MAY AFFECT)

J. EASEMENT:
RECORDED: VOLUME 427, PAGE 229, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: LONE STAR GAS COMPANY
PURPOSE: PIPELINE (MAY AFFECT)

K. EASEMENT:
RECORDED: DOCUMENT NO. 199933903, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
PURPOSE: DRAINAGE (LOT 19)
(SAME EASEMENT AS DOC. NO. 199933902, AFFECTS AS SHOWN)

L. EASEMENT:
RECORDED: VOLUME 1023, PAGE 272 AND CORRECTED BY VOLUME 1055, PAGE 160, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
PURPOSE: PUBLIC UTILITY (LOT 19)(AS SHOWN ON PLAT)

M. AFFIDAVIT TO THE PUBLIC REGARDING AN ON-SITE SEWAGE FACILITY AS RECORDED IN DOCUMENT NO. 2006103521 (LOT 19), OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO)

N. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT:
RECORDED: VOLUME 554, PAGE 135, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TYPE: USE OF ADJOINING PROPERTY

O. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID. (SUBJECT TO, IF APPLICABLE)

REF. FIELD NOTE NO. 45952
FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\52\PLAT\00\P-52.dgn

EXISTING	*2.311 AC.	ACQUIRE	0.030 AC.	REMAINING	2.281 AC. RIGHT

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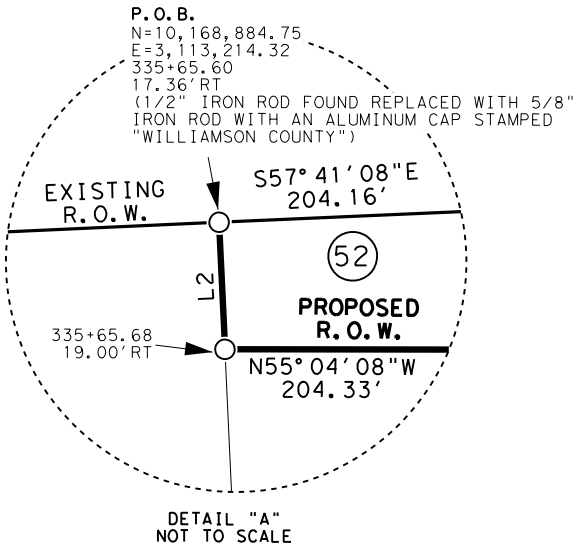
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JASON HATFIELD AND KASEY HATFIELD,
CO-TRUSTEES OF THE JHK TRUST
PARCEL 52
0.030 AC. (1,288 SQ. FT.)

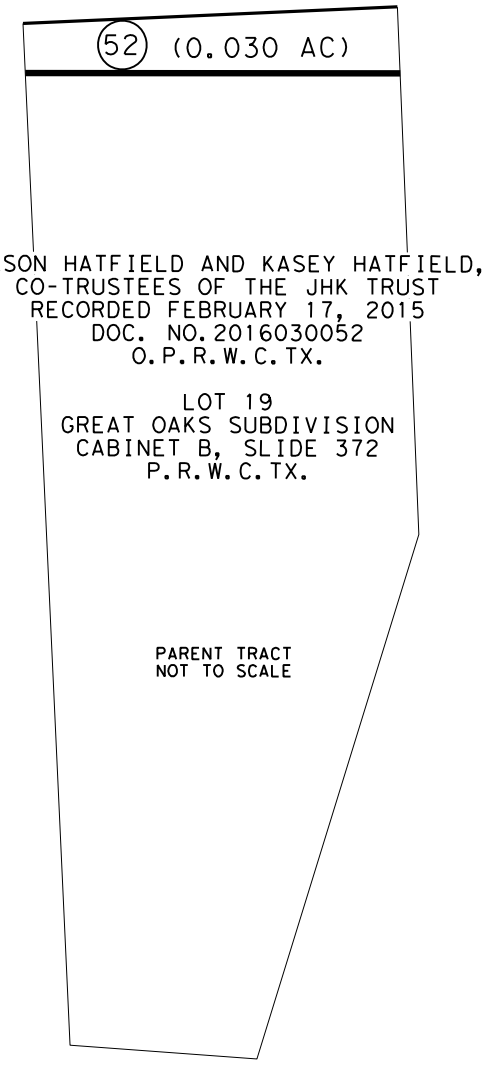
EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)



DETAIL "A"
NOT TO SCALE



PARENT TRACT
NOT TO SCALE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1952119, EFFECTIVE DATE DECEMBER 20, 2019, AND ISSUED DATE JANUARY 2, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

3/25/21

DATE

REF. FIELD NOTE NO. 45952

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\52\PLAT\00\P-52.dgn

EXISTING	*2.311 AC.	ACQUIRE	0.030 AC.	REMAINING	2.281 AC. RIGHT

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JASON HATFIELD AND KASEY HATFIELD,
CO-TRUSTEES OF THE JHK TRUST
PARCEL 52
0.030 AC. (1,288 SQ. FT.)

Parcel 52

DEED

Sam Bass/Corridor H Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That JASON HATFIELD AND KASEY HATFIELD as Co-Trustees of the JHK Trust Dated February 17, 2015, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all the certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.030 acre (1,288 square feet) tract of land located in the J.H. Dillard Survey, Abstract 179, Williamson County, Texas; said parcel being more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 52**).

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A," to be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor H.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

Acknowledgements on following pages

GRANTOR:

_____
Jason Hatfield, Co-Trustee of the
JHK Trust dated February 17, 2015

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2021, by Jason Hatfield, in the capacity and for the purposes and consideration therein expressed.

_____
Notary Public, State of Texas

GRANTOR:

_____
Kasey Hatfield, Co-Trustee of the
JHK Trust dated February 17, 2015

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2021, by Kasey Hatfield, in the capacity and for the purposes and consideration therein expressed.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **54.**

Meeting Date: 07/27/2021

SE Loop Relocation Claims

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on 2 tenant move claims and 2 tenant rental supplement claims for payment with Renee Cornelius and Michelle Cornelius for right of way acquired on the SE Loop project (Parcel 81). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Move Claim
Move Claim
RHP Claim
RHP Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 10:18 AM
Form Started By: Charlie Crossfield		Started On: 07/22/2021 09:56 AM
Final Approval Date: 07/22/2021		

CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

1. Name of Claimant(s): Renee Cornelius	Parcel No.: 81	County: Williamson		
	Project: Corridor A-1 - Southeast Loop			
	4. Occupancy of Property Acquired by County: From: 2017 To: 01/31/2021			
	5. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	08	30	2019
	b. Date Property Acquired	10	15	2020
2. Address of Property Acquired by County: 280 FM 3349 Taylor, Texas 76574 Apt. No.: N/A Site No.: N/A	c. Date Required to Move	01	26	2021
	6. Dwelling:(house, apartment, etc.) Mobile Home Trailer ☐ Owner-occupied ☒ Tenant ☐ Furnished ☒ Unfurnished			
3. Address Moved to: 280 FM 3349 Taylor, Texas 76574 Apt. No.: N/A Site No.: N/A	1) Number of Rooms: 1			
	2) Payment Schedule Amount: $600			
	3) Total Amount of Claim: $600			

7. Payment of this claim in the amount shown in Block 6 (3) is requested. I certify that I have not submitted any other claim for, or received reimbursement or compensation for, any item of expense pursuant to this claim. I further certify that all information shown above is true and correct.

06/23/21
Date of Claim

Claimant

moved before 01/26/2021

Claimant

Spaces Below to be Completed by County

8. Type occupancy and number of rooms verified prior to move on:

Date 10/07/2020

By: Laura A. Nelson
Signature

9. Vacancy verified on:

Date See Attachment "A"

By:
Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information as shown herein is correct.

This claim is recommended for payment. This claim is recommended for payment as follows:

Amount of $600

07/19/2021
Date

Laura A. Nelson
Relocation Agent

APPROVED

Date

Williamson County Judge

Breakdown of Room Count Claim

Print or Type All Information		
Room Description	**Number of Rooms in Unit**	**Number of Rooms in Claim**
Living Room		
Dining Room		
Kitchen		
Family Room		
Bedroom		
Study		
Kitchen-Den		
Living Room-Den		
Den		
Living Room-Dining Room		
Sleeping Room		
Others		
Basement		
Garage		
Storage Room		
Attic		
Trailor Home Duplex, efficiency apartment	1	1
Total	1	1

Remarks: (Where totals in the two columns differ by line item explain in "Remarks")

The dwelling is a single-wide trailer home converted into 2 (two) single 366 sq ft studio apartments; a self-contained and/or efficiency apartment in which the functions of the living room, bedroom, and kitchen are combined into a single room.

Signed:

Signed: Laura A Nelson

Moving Expense Schedules A & B

A. UNFURNISHED UNITS - Occupant owns furniture.					
No. of Rooms	One	Two	Three	Four	Five
Amount	$600	$800	$1,000	$1,200	$1,400
No. of Rooms	Six	Seven	Eight	Each Additional Room	-
Amount	$1,600	$1,750	$1,900	$150	-
B. FURNISHED UNITS - Occupant does not own furniture.					
First Room			Each Additional Room		
$400			$50		

Renee Cornelius 1 of 2

RELOCATION CHECKLIST

Project:

Parcel #

Address: 280 FM 3349 TAYLOR TX 76574

Names of Displacee's: Renee Cornelius 512 663 8507

Contact Information
Phone:
Email:

Other Occupants Names, Ages and Relation:

0

Completed Certification of Eligibility for all displacee's: yes no

Completed R96: yes no

Occupancy Date: 2017

Type of Utilities: gas (electric)

OWNER OCCUPANT
Mortgage on property: yes no

TENANT OCCUPANT
Amount of rent: Monthly Rent $ 1.00
Copy of lease agreement verbal - can be in writing if needed

Income information for each displace and household:

- Name Renee Cornelius Monthly Income $ 17.23 /hour /40 hours
- Name Monthly Income $

Income documents provided: yes (no) will ask HR to provide

Explained eligible relocation benefits.

- RHP or RAP
- Moving fixed room count actual cost commercial move

Acknowledged receipt of NOE

Send Displacee copies of all forms signed: date

Renee Cornelius 2 of 2

CERTIFICATION OF ELIGIBILITY

ROW CSJ:
Parcel:
Displacee:

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

x _____ Date: 03/17/20
Claimant

_____ Date:
Claimant

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

_____ Date:
Claimant

CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

1. Name of Claimant(s): Michelle Cornelius	Parcel No.: 81	County: Williamson		
	Project: Corridor A-1 - Southeast Loop			
	4. Occupancy of Property Acquired by County: From: 2017 To: 01/31/2021			
	5. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	08	30	2019
2. Address of Property Acquired by County: 280 FM 3349 Taylor, Texas 76574 Apt. No.: N/A Site No.: N/A	b. Date Property Acquired	10	15	2020
	c. Date Required to Move	01	26	2021
	6. Dwelling:(house, apartment, etc.) Mobile Home Trailer ☐ Owner-occupied ☐ Furnished ☒ Tenant ☒ Unfurnished			
3. Address Moved to: 280 FM 3349 Taylor, Texas 76574 Apt. No.: N/A Site No.: N/A	1) Number of Rooms: 1 2) Payment Schedule Amount: $600 3) Total Amount of Claim: $600			

7. Payment of this claim in the amount shown in Block 6 (3) is requested. I certify that I have not submitted any other claim for, or received reimbursement or compensation for, any item of expense pursuant to this claim. I further certify that all information shown above is true and correct.

06/23/21
Date of Claim

Michelle Cornelius
Claimant

moved before 01/26/2021

Claimant

Spaces Below to be Completed by County

8. Type occupancy and number of rooms verified prior to move on:

Date 10/07/2020

By: Laura A. Nelson
Signature

9. Vacancy verified on:

See Attachment "A"

Date

By:
Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information as shown herein is correct.

This claim is recommended for payment. This claim is recommended for payment as follows:

Amount of $600

07/19/2021
Date

Laura A. Nelson
Relocation Agent

APPROVED

Date

Williamson County Judge

Breakdown of Room Count Claim

Print or Type All Information		
Room Description	**Number of Rooms in Unit**	**Number of Rooms in Claim**
Living Room		
Dining Room		
Kitchen		
Family Room		
Bedroom		
Study		
Kitchen-Den		
Living Room-Den		
Den		
Living Room-Dining Room		
Sleeping Room		
Others		
Basement		
Garage		
Storage Room		
Attic		
Trailor Home Duplex, efficiency apartment	1	1
Total	1	1

Remarks: (Where totals in the two columns differ by line item explain in "Remarks")

The dwelling is a single-wide trailer home converted into 2 (two) single 366 sq ft studio apartments; a self-contained and/or efficiency apartment in which the functions of the living room, bedroom, and kitchen are combined into a single room.

Signed:

Signed: Laura A. Nelson

Moving Expense Schedules A & B

A. UNFURNISHED UNITS - Occupant owns furniture.					
No. of Rooms	One	Two	Three	Four	Five
Amount	$600	$800	$1,000	$1,200	$1,400
No. of Rooms	Six	Seven	Eight	Each Additional Room	-
Amount	$1,600	$1,750	$1,900	$150	-

B. FURNISHED UNITS - Occupant does not own furniture.	
First Room	Each Additional Room
$400	$50

Middle Cornelius 2 of 2

CERTIFICATION OF ELIGIBILITY

ROW CSJ: SE Loop
Parcel: 81
Displacee: Michelle Cornelius

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

[signature] Date: 03/17/20
Claimant

Date:
Claimant

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Date:
Claimant

CLAIM FOR PAYMENT OF RENT SUPPLEMENT

Print or Type All Information - Read Rules on Reverse Side

1. Williamson County

Parcel No.: 81 | County: Williamson

Project: Corridor A-1 - Southeast Loop

2. Name of Claimant: Renee Cornelius

3. Property Acquired by Williamson County By:

☒ Negotiation ☐ Condemnation

Address: 280 FM 3349
Taylor, Texas 76574
Apt. No.: N/A Site No.: N/A

4. Replacement Housing Address:
280 FM 3349
Taylor, Texas 76574
Apt. No.: N/A Site No.: N/A

8. Date Claimant Moved into Replacement Housing: 02/01/2021

5. Type of Occupancy Covered by This Claim:

☐ Owner-Occupant	☒ Tenant
☐ House	☐ House
☐ Apartment	☐ Apartment
☐ Mobile Home	☒ Mobile Home
	☐ Sleeping Room

9. Amount of This Claim $8,037.54

a. Total Rent Supplement $8,037.54

Installment (1st, 2nd, 3rd, or Final) $0

b. Total Last Resort Purchase Payment $0

1. Amount Paid on Principal $0

2. Incidental Expenses $0

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiations	08	30	2019
b. Date Required to Move	01	26	2021

7. Continuous Occupancy of Property Acquired by Williamson County:
From: 2017 To: 01/31/2021

10. Payment of this claim in the amount shown in Block 9 above is requested. I certify that this move was made as a result of the acquisition of the property for roadway purposes, the information submitted herewith is true and correct, and that the dwelling I now occupy meets the standards of decent, safe and sanitary housing to the best of my knowledge and belief.

07/15/21
Date of Claim

Renee Cornelius
Claimant

Claimant

Spaces Below to be Completed by Williamson County

The dwelling at the address under Block 4 above has been inspected and in my opinion meets the standards for decent, safe, and sanitary housing.

06/15/2021
Date of Inspection

Laura A. Nelson
Inspected by: Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information as shown herein is correct.

07/14/2021
Date

Laura A. Nelson
Relocation Agent

APPROVED

Date

Williamson County Judge

Rules

1. Rent supplement claims shall be supported by a receipt for at least one month's rent of the selected decent, safe, and sanitary replacement dwelling showing the full amount of the monthly rent charged for the dwelling together with the name and signature of the property owner or his/her appointed leasing agent.

2. Claims for last resort rent supplements used for the purchase of decent, safe, and sanitary replacement dwellings shall be supported by a copy of the closing statement showing all required signatures and the closing agent's certification that all funds have been disbursed as shown on the closing statement.

REPLACEMENT HOUSING INSPECTION

Name of Claimant: Renee Cornelius	Parcel No.: 81 – Tenant	County: Williamson
	Project: Corridor A-1 - Southeast Loop	

Address: 280 FM 3349
Taylor, Texas 76574
Apt. No.: N/A Site No.: N/A

Number of Displaced Persons in Family: 1 Purchase Price or Monthly Rent: $1,100

Replacement Dwelling

House ☐ Duplex ☐ Apartment ☒ Sleeping Room ☐

Mobile Home: Width: Length:		Other: Efficiency apartment	
Floor Space: 366 sq. ft.	No. Rooms: 1	No. Bedrooms: 0	No. Baths: 1

Dwelling Inspection

Yes	No		Yes	No	
☒	☐	1. Meets all applicable building codes.	☒	☐	6. Has Provisions for artificial lighting in each room.
☒	☐	2. Has required potable water.	☒	☐	7. Is structurally sound, in good repair and adequately maintained.
☒	☐	3. Has required kitchen facilities.	☒	☐	8. Has required safe means of egress.
☒	☐	4. Has required heating system.	☒	☐	9. Has required habitable floor space.
☒	☐	5. Has required bathroom facilities.			

Comments: The dwelling is a single-wide trailer home converted into 2 (two) single 366 sq ft studio apartments; a self-contained and/or efficiency apartment in which the functions of the living room, bedroom, and kitchen are combined into a single room.

The dwelling at the address above has been inspected and, in my opinion, meets the standards for decent, safe, and sanitary housing.

06/15/2021
Date of Inspection

Laura A. Nelson
Inspected By - Signature

Replacement Housing Standards

A **decent, safe and sanitary dwelling** is any dwelling which meets the applicable housing and occupancy codes for the area in which the dwelling is located. However, if any of the following are not met by the applicable code, such following standards shall apply. The dwelling shall:

1. Be structurally sound, weathertight, and in good repair and shall contain a safe electrical wiring system adequate for lighting and other customary electrical devices. A replacement dwelling may reflect some physical defects and deferred maintenance if the flaws are easily correctable and do not threaten the general fitness, functional condition or habitability of the structure.

2. Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a displaced person, except in those areas where local climatic conditions do not require such a system.

3. Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person. There shall be a separate, well lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there shall be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator.

4. Contains unobstructed egress to safe, open space at ground level. If the replacement dwelling unit is on the second story or above, with access directly from or through a common corridor, the common corridor must have at least two means of egress.

5. For a handicapped displacee, be free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling by such a displaced person.

State of Texas

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made this February 1st, 20 21 by and between:

Landlord: Elisabeth Henning ("Landlord") AND

Tenant(s): Renee A. Cornelius ("Tenant").

In the event there is more than one Tenant, each reference to "Tenant" shall apply to each of them, jointly and severally. Each Tenant is jointly and severally liable to Landlord for payment of rent and performance in accordance with all other terms of this Agreement. Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. **Premises.** The premises leased is a/an ☑ apartment ☐ house ☐ condominium ☐ room ☐ townhouse ☐ duplex ☐ semi-detached house ☐ other: _____ with:
   (a) 1 bedroom(s)
   (b) 1 bathroom(s)
   (c) 1 parking space(s) ☐ Parking is not included with the Premises

located at 280 FM 3349, City of Taylor, State of Texas, Williamson County (the "Premises").

Storage:

☑ The Premises includes the following storage space: 100 square feet storage in shop.

Furnishings: (check one)

☑ The Premises is NOT furnished.

☐ The Premises includes the following furnishings: _____

_____.

Additional description of the premises: _____

_____

_____

2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the Premises.

3. Term. This Agreement shall be considered a: (check one)

☐ Fixed Lease. This Agreement will be for a term beginning on February 1st, 20 21 and ending on February 1st, 20 22 (the "Term"). At the end of the Term:

☑ A month-to-month holdover tenancy will be created. If Landlord accepts a rent payment from Tenant, other than past due rent or additional rent, after the Term expires, both parties understand that a month-to-month holdover tenancy will be created at the agreed upon monthly rent, unless proper notice has been served as required by applicable laws. If either Tenant or

Landlord wishes to end the month-to-month tenancy, such Party must provide at least thirty (30) days' written notice before the desired termination date.

☐ The Tenant must vacate the Premises. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If it becomes necessary to commence legal action to remove Tenant from the Premises, the prevailing Party will be entitled to attorney's fees and costs in addition to damages.

☑ Month-to-Month Lease. This Agreement will be for a term beginning on **February 1st**, 20**21** and continuing month-to-month until either Landlord or Tenant terminates this Agreement by providing the other Party with proper written notice of termination (the "Term").

4. Rent. Tenant will pay Landlord a monthly rent of $**1100.00** for the Term. Rent will be payable in advance and due on the **1st** day of each month during the Term. The first rent payment is payable to Landlord when Tenant signs this Agreement. Rent will be paid to Landlord at Landlord's address provided herein (or to such other places as directed by Landlord) by mail or in person by one of the following methods: ☑ Cash ☑ Personal check ☑ Money order ☑ Cashier's check ☑ Credit card ☑ PayPal ☑ Electronic transfer ☐ Other:_____, and will be payable in U.S. Dollars.

Proration:

☑ Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment.

Bounced Checks:

☑ The Tenant agrees to pay $**25.00** for each dishonored bank check.

5. Guaranty. (check one)

☐ A guarantor is required for the Tenant. _____ located at _____, City of _____, _____, _____ ("Guarantor") promises to unconditionally guarantee to Landlord, the full payment and performance by Tenant of all financial duties and obligations arising out of this Agreement. Guarantor agrees to joint and several liability with Tenant for Tenant's financial duties and obligations under this Agreement including rent, damages, fees and costs. Guarantor further agrees that this guaranty shall remain in full force and effect and be binding on Guarantor until this Agreement is terminated.

☑ A guarantor is NOT required for the Tenant.

6. Late Fee. (check one)

☑ A late fee will be charged if rent is not paid on time. Rent paid after the **10th** day of each month will be deemed as late; and if rent is not paid within **5** days after such due date, Tenant agrees to pay:

☑ a set late charge of $**100.00**.

☐ _____ % of the balance due per day for each day that rent is late.

☐ A late fee will NOT be charged.

7. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

8. Utilities. Tenant is responsible for payment of all utility and other services for the Premises, with the exception of the following, which will be PAID BY THE LANDLORD:

☑ Electric	☐ Telephone
☐ Gas	☑ Sewage
☑ Trash	☑ Internet
☐ Cable	☐ Heat
☑ Water	☐ Hot water
☐ Other: _____	

9. Security Deposit. Upon signing this Agreement, Tenant will pay a security deposit in the amount of $ 1000.00 to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within 30 days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing.

Interest: (check one)

☐ Yes, the security deposit will bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.

☑ No, the security deposit will NOT bear interest while held by Landlord.

10. Landlord's Failure to Give Possession. In the event Landlord is unable to give possession of the Premises to Tenant on the start date of the Term, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Premises to Tenant.

11. Use of Premises. The Premises will be occupied only by Tenant and Tenant's immediate family and used only for residential purposes. Tenant will not engage in any objectionable conduct, including behavior which will make the Premises less fit to live in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant or Tenant's guests or invitees.

SUPPLEMENTAL PAYMENT ESTIMATE - REPLACEMENT HOUSING

Print or Type All Information

Displacee's Name: Renee Cornelius	Parcel No.: 81	Project: SE Loop
	Unit or Bldg. No.: N/A	
	First Offer in Negotiations (Date): 08/30/2020	
	Occupancy Since (Date): 1/2017	County: Williamson

Type Supplement:
- ☐ Normal
- ☐ Revised
- ☒ Last Resort
- ☐ 180-day Owner
- ☒ 90-day Occupant
- ☐ Late Occupants

Property from Which Displaced:
- ☐ Single Family Home
- ☐ Apartment
- ☐ Mobile Home
- ☐ Duplex
- ☐ Mobile Home Site
- ☒ Other: Mobile Home that that is converted into 2 small duplex apartments

☐ Utilities in Subject Rent ☒ Utilities Not in Subject Rent

Monthly Gross Income: $2,788.77 X 30% = $836.63

Replacement Property Data

* Denotes Selected Replacement Property

Property No.	Total Rooms	No. Bedrooms.	Approx. Sq. Ft.	Age	Quality	Cond.	Yd. Imp.	Index	Probable Sales Price	Rental Cost
Subject	1	0	366	6	2	3	3	14		
TR-81-03	1	1	560	5	8	3	2	18		$1,042.00
TR-81-02	3	1	555	7	8	3	2	20		$1,018.08
*TR-81-01	3	1	835	9	9	3	2	23		$1,028.00

Replacement Housing Supplement

Replacement Cost $

Subject Value $

Supplement $N/A

Rent Supplement

Actual Rent	Fair Market Rent	Gross Income	Replacement Cost Supplement
$	$933	$836.63	$1,028
x 42	x 42	x 42	x 42
$	**$39,186**	**$35,138.46**	**$43,176**

Supplement = $8,037.54

Total number of displaced persons: 1.

List name, age, gender, and relationship of household occupants other than displacee(s) named on page 1.

Name of Household Occupant(s):	Age:	Gender:	Relationship to Displacee:
None			

Remarks: (Use extra page if necessary)

The subject property Parcel 81 is located at 280 FM 3349, Taylor Texas 76574. The property is a mobile home that has been converted into 2 small efficiency/studio apartments that are 366 sq. ft. each. Which includes a living room kitchen and bedroom combination and a bath. Interior is comprised of vinyl and carpet flooring. The exterior and yard are part of the residential home that is occupied by the property owner. The displacee is the daughter of the property owner and does not pay any rent or utilities for this apartment. A fair market rent has been established for an efficiency/studio apartment in the area has been determined to be $796/mo. The utilities for this unit include electric and water the property uses a septic system for wastewater. The utilities for this unit are calculated from the HUD utility schedule and are $137/mo. Therefore, the fair market rent and utilities for this unit are $933/mo. Income information was provided by the displacee and they are considered low income for the area therefore, the supplement is calculated based on the difference between the displacee's 30% income and the replacement cost to provide the maximum benefit. Because there is no small efficiency duplex for rent in the area, we expanded our search for a replacement dwelling to average size apartment complexes in the area. There were extremely limited efficiency/studio apartments for rent at this time therefore, we are utilizing 1 bedroom 1 bath apartments.

*Comparable property TR-81-01, Shadow Ridge Apartments is located at 2300 Old Settlers Blvd., Round Rock Texas 78665. This property consists of an average size apartment complex. This unit is 835 sq. ft. 1 bedroom 1 bath, living room and kitchen. The kitchen features a range oven, laminate countertops, tile backsplash and tile flooring. The interior features textured drywall, painted trim, wood doors. Flooring is tile and carpet. The apartment complex features covered parking for 1 car. The rent for this apartment is $857/mo., and includes water, sewer, trash, and pest control. Additional utilities that are paid by the tenant are electricity. The utilities not included in the rent are based off the HUD utility schedule for the area and are $96/mo. The total rent and utilities for this apartment are $953/mo. This home is located 12 miles from the subject.

Comparable property TR-81-02, Sunchase Apartments is located at 1200 Sunrise Dr. Round Rock Texas 78665. This is an average size apartment complex. This unit is 555 sq. ft. 1 bedroom 1 bath, living room and kitchen. The kitchen features a range oven, laminate countertops, tile backsplash and tile flooring. The interior features textured drywall, painted trim, wood doors. Flooring is tile and carpet. The rent for this apartment is $895/mo., utilities that are paid by the tenant are electricity, water, trash ($10.40) and pest control ($4.60). The utilities are based off the HUD utility schedule for the area and are $158.08/mo. The total rent and utilities for this apartment are $1,053.08/mo. This home is located 11.9 miles from the subject.

Comparable property TR-81-03, Brushy Creek Village, is located at 1101 Sam Bass Circle, Round Rock Texas 78681. This is an average size apartment complex. This unit is 560 sq.ft. 1 bedroom, living room, kitchen and 1 bath apartment. The kitchen features a range oven, laminate countertops, tile backsplash and tile flooring. The interior features textured drywall, painted trim, wood doors. Flooring is tile and carpet. The rent for this apartment is $880/mo., utilities that are paid by the tenant are electricity, water, wastewater, and trash. The utilities are based off the HUD utility schedule for the area and are $162/mo. The total rent and utilities for this apartment are $1,042/mo. This home is located 13.2 miles from the subject.

All the comparable properties are functionally equivalent to the subject property and DS&S; however, comparable property TR-81-01 is the most comparable because of its location to the subject. Our research found 11apartments with 1bedroom and 1 bath and 6 efficiency/ studio apartments the square footage ranging from 408 to 835 and prices ranging from $710 to 1113. Several were not chosen due to being too far in distance from the subject property, square footage differences, total number of rooms, number of bedrooms or no availability at this time. The selected comparable rent is $932/mo., plus the estimated utilities of $96/mo., for a total rent and utilities of $953.00/mo. The supplement was calculated based on a the displacee's income from January 13, 2020 to April 03, 2020 approximately 2.75 months. Replacement comp rent $1,028.00 X 42= $43,176.00 minus Monthly Gross Income $836.63 X 42 = $35,138.46 = Rental Supplement $8,037.54.

Comparable replacement property data is based on the Residential Comparison Index as per ROW Volume 3 Relocation Assistance Manual page 21-5 and 21-6.

Provisions of Last resort Housing apply to this calculation as the supplement payment estimate exceeds $7,200.00. It is recommended that the relocation supplement payment in the amount of **$8,037.54** be authorized to allow the subject household to relocate into a suitable, decent, safe, and sanitary replacement dwelling

The supplemental payment(s) on page 1 have been determined by me and are to be used in connection with a federal-aid highway project. The replacement housing used for these supplement computations are certified to be fair housing open to all persons regardless of race, color, religion, age, sex, national origin or handicap and consistent with the requirements of Title VIII of the Civil Rights Act of 1968. I have no direct nor indirect, present, or contemplated interest in this transaction nor will I derive any benefit from the supplemental payment.

Prepared by:

Laura Nelson
(signature)

10/21/2020
Date

Laura Nelson
Sr. Right of Way Specialist
Right of Way of Texas, LLC.

Approval by:

Lisa Dworaczyk
(signature)

10/21/2020
Date

Lisa Dworaczyk
ROW Project Manager

Renee Cornelius 1 of 2

RELOCATION CHECKLIST

Project:

Parcel #

Address: 280 FM 3349 TAYLOR TX 76574

Names of Displacee's: Renee Cornelius 512 663 8507

Contact Information
Phone:
Email:

Other Occupants Names, Ages and Relation:

0

Completed Certification of Eligibility for all displacee's: yes no

Completed R96: yes no

Occupancy Date: 2017

Type of Utilities: gas (electric)

OWNER OCCUPANT
Mortgage on property: yes no

TENANT OCCUPANT
Amount of rent: Monthly Rent $ 1.00
Copy of lease agreement verbal - can be in writing if needed

Income information for each displace and household:

- Name Renee Cornelius Monthly Income $ 17.23 /hour /40 hours
- Name Monthly Income $

Income documents provided: yes (no) will ask HR to provide

Explained eligible relocation benefits.

- RHP or RAP
- Moving fixed room count actual cost commercial move

Acknowledged receipt of NOE

Send Displacee copies of all forms signed: date

Renee Cornelius 2 of 2

CERTIFICATION OF ELIGIBILITY

ROW CSJ:
Parcel:
Displacee:

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

x _____ Date: 03/17/20
Claimant

_____ Date:
Claimant

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

_____ Date:
Claimant

CLAIM FOR PAYMENT OF RENT SUPPLEMENT

Print or Type All Information - Read Rules on Reverse Side

1. Williamson County

Parcel No.: 81 | County: Williamson

Project: Corridor A-1 - Southeast Loop

2. Name of Claimant: Michelle Cornelius

3. Property Acquired by Williamson County By:

☒ Negotiation ☐ Condemnation

Address: 280 FM 3349
Taylor, Texas 76574
Apt. No.: N/A Site No.: N/A

4. Replacement Housing Address:
280 FM 3349
Taylor, Texas 76574
Apt. No.: N/A Site No.: N/A

8. Date Claimant Moved into Replacement Housing: 02/01/2021

5. Type of Occupancy Covered by This Claim:

☐ Owner-Occupant	☒ Tenant
☐ House	☐ House
☐ Apartment	☐ Apartment
☐ Mobile Home	☒ Mobile Home
	☐ Sleeping Room

9. Amount of This Claim $25,988.76

a. Total Rent Supplement $25,988.76

Installment (1st, 2nd, 3rd, or Final) $0

b. Total Last Resort Purchase Payment $0

1. Amount Paid on Principal $0
2. Incidental Expenses $0

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiations	08	30	2019
b. Date Required to Move	01	26	2021

7. Continuous Occupancy of Property Acquired by Williamson County:
From: 2017 To: 01/31/2021

10. Payment of this claim in the amount shown in Block 9 above is requested. I certify that this move was made as a result of the acquisition of the property for roadway purposes, the information submitted herewith is true and correct, and that the dwelling I now occupy meets the standards of decent, safe and sanitary housing to the best of my knowledge and belief.

07/15/21
Date of Claim

Michelle Cornelius
Claimant

Claimant

Spaces Below to be Completed by Williamson County

The dwelling at the address under Block 4 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

06/15/2021
Date of Inspection

Laura A. Nelson
Inspected by: Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information as shown herein is correct.

07/19/2021
Date

Laura A. Nelson
Relocation Agent

APPROVED

Date

Williamson County Judge

REPLACEMENT HOUSING INSPECTION

Name of Claimant: Cornelius, Michelle	Parcel No.: 81 – Tenant	County: Williamson
	Project: Corridor A-1 - Southeast Loop	

Address: 280 FM 3349
Taylor, Texas 76574
Apt. No.: N/A Site No.: N/A

Number of Displaced Persons in Family: 1 Purchase Price or Monthly Rent: $1,100

Replacement Dwelling

House ☐ Duplex ☐ Apartment ☒ Sleeping Room ☐

Mobile Home: Width: Length:		Other: Efficiency apartment	
Floor Space: 366 sq. ft.	No. Rooms: 1	No. Bedrooms: 0	No. Baths: 1

Dwelling Inspection

Yes	No		Yes	No	
☒	☐	1. Meets all applicable building codes.	☒	☐	6. Has Provisions for artificial lighting in each room.
☒	☐	2. Has required potable water.	☒	☐	7. Is structurally sound, in good repair and adequately maintained.
☒	☐	3. Has required kitchen facilities.	☒	☐	8. Has required safe means of egress.
☒	☐	4. Has required heating system.	☒	☐	9. Has required habitable floor space.
☒	☐	5. Has required bathroom facilities.			

Comments: The dwelling is a single-wide trailer home converted into 2 (two) single 366 sq ft studio apartments; a self-contained and/or efficiency apartment in which the functions of the living room, bedroom, and kitchen are combined into a single room.

The dwelling at the address above has been inspected and, in my opinion, meets the standards for decent, safe, and sanitary housing.

06/15/2021
Date of Inspection

Laura A. Nelson
Inspected By - Signature

Replacement Housing Standards

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2. Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a displaced person, except in those areas where local climatic conditions do not require such a system.

3. Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person. There shall be a separate, well lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there shall be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator.

4. Contains unobstructed egress to safe, open space at ground level. If the replacement dwelling unit is on the second story or above, with access directly from or through a common corridor, the common corridor must have at least two means of egress.

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State of Texas

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made this February 1st, 20 21 by and between:

Landlord: Elisabeth Henning ("Landlord") AND

Tenant(s): Michelle A Cornelius ("Tenant").

In the event there is more than one Tenant, each reference to "Tenant" shall apply to each of them, jointly and severally. Each Tenant is jointly and severally liable to Landlord for payment of rent and performance in accordance with all other terms of this Agreement. Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

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   (a) 1 bedroom(s)
   (b) 1 bathroom(s)
   (c) 1 parking space(s) ☐ Parking is not included with the Premises

located at 280 FM 3349, City of Taylor, State of Texas, Williamson County (the "Premises").

Storage:

☑ The Premises includes the following storage space: 100 square feet storage in shop.

Furnishings: (check one)

☑ The Premises is NOT furnished.

☐ The Premises includes the following furnishings: _____

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Additional description of the premises: _____

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Landlord wishes to end the month-to-month tenancy, such Party must provide at least thirty (30) days' written notice before the desired termination date.

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Proration:

☑ Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment.

Bounced Checks:

☑ The Tenant agrees to pay $**25.00** for each dishonored bank check.

5. Guaranty. (check one)

☐ A guarantor is required for the Tenant. _____ located at _____, City of _____, _____, _____ ("Guarantor") promises to unconditionally guarantee to Landlord, the full payment and performance by Tenant of all financial duties and obligations arising out of this Agreement. Guarantor agrees to joint and several liability with Tenant for Tenant's financial duties and obligations under this Agreement including rent, damages, fees and costs. Guarantor further agrees that this guaranty shall remain in full force and effect and be binding on Guarantor until this Agreement is terminated.

☑ A guarantor is NOT required for the Tenant.

6. Late Fee. (check one)

☑ A late fee will be charged if rent is not paid on time. Rent paid after the **10th** day of each month will be deemed as late; and if rent is not paid within **5** days after such due date, Tenant agrees to pay:

☑ a set late charge of $**100.00**.

☐ _____ % of the balance due per day for each day that rent is late.

☐ A late fee will NOT be charged.

7. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

8. Utilities. Tenant is responsible for payment of all utility and other services for the Premises, with the exception of the following, which will be PAID BY THE LANDLORD:

☑ Electric	☐ Telephone
☐ Gas	☑ Sewage
☑ Trash	☑ Internet
☐ Cable	☐ Heat
☑ Water	☐ Hot water
☐ Other: _____	

9. Security Deposit. Upon signing this Agreement, Tenant will pay a security deposit in the amount of $ 1000.00 to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within 30 days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing.

Interest: (check one)

☐ Yes, the security deposit will bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.

☑ No, the security deposit will NOT bear interest while held by Landlord.

10. Landlord's Failure to Give Possession. In the event Landlord is unable to give possession of the Premises to Tenant on the start date of the Term, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Premises to Tenant.

11. Use of Premises. The Premises will be occupied only by Tenant and Tenant's immediate family and used only for residential purposes. Tenant will not engage in any objectionable conduct, including behavior which will make the Premises less fit to live in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant or Tenant's guests or invitees.

SUPPLEMENTAL PAYMENT ESTIMATE - REPLACEMENT HOUSING

Print or Type All Information

Displacee's Name: Michelle Cornelius	Project: SE Loop
	Parcel No.: 81
	Unit or Bldg. No.: N/A
	First Offer in Negotiations (date): 08/30/2020
	Occupancy Since (Date): 1/2017 / County: Williamson

Type Supplement:
- ☐ Normal
- ☐ Revised
- ☒ Last Resort
- ☐ 180-day Owner
- ☒ 90-day Occupant
- ☐ Late Occupants

Property from Which Displaced:
- ☐ Single Family Home
- ☐ Apartment
- ☐ Mobile Home
- ☐ Duplex
- ☐ Mobile Home Site
- ☒ Other: Mobile Home that that is converted into 2 small duplex apartments

☐ Utilities in Subject Rent ☒ Utilities Not in Subject Rent

Monthly Gross Income: $1,364.06 X 30% = $409.22

Replacement Property Data

* Denotes Selected Replacement Property

Property No.	Total Rooms	No. Bedroom.	Approx. Sq. Ft.	Age	Quality	Cond.	Yd. Imp.	Index	Probable Sales Price	Rental Cost
Subject	1	0	366	6	2	3	3	14		
TR-81-03	1	1	560	5	8	3	2	18		$1,042.00
TR-81-02	3	1	555	7	8	3	2	20		$1,018.08
*TR-81-01	3	1	835	9	9	3	2	23		$1,028.00

Replacement Housing Supplement

Replacement Cost $

Subject Value $

Supplement $N/A

Rent Supplement

Actual Rent	Fair Market Rent	Gross Income	Replacement Cost Supplement
$	$933	$409.22	$1,028
x 42	x 42	x 42	x 42
$	**$39,186**	**$17,187.24**	**$43,176**

Supplement = $25,988.76

Total number of displaced persons: 1.
List name, age, gender, and relationship of household occupants other than displacee(s) named on page 1.

Name of Household Occupant(s):	Age:	Gender:	Relationship to Displacee:
None			

Remarks: (Use extra page if necessary)

The subject property Parcel 81is located at 280 FM 3349, Taylor Texas 76574. The property is a mobile home that has been converted into 2 small efficiency/studio apartments that are 366 sq. ft. each. Which includes a living room kitchen and bedroom combination and a bath. Interior is comprised of vinyl and carpet flooring. The exterior and yard are part of the residential home that is occupied by the property owner. The displacee is the daughter of the property owner and does not pay any rent or utilities for this apartment. A fair market rent has been established for an efficiency/studio apartment in the area has been determined to be $796/mo. The utilities for this unit include electric and water the property uses a septic system for wastewater. The utilities for this unit are calculated from the HUD utility schedule and are $137/mo. Therefore, the fair market rent and utilities for this unit are $933/mo. Income information was provided by the displacee and they are considered low income for the area therefore, the supplement is calculated based on the difference between the displacee's 30% income and the replacement cost to provide the maximum benefit. Because there is no small efficiency duplex for rent in the area, we expanded our search for a replacement dwelling to average size apartment complexes in the area. There were extremely limited efficiency/studio apartments for rent at this time therefore, we are utilizing 1 bedroom 1 bath apartments.

*Comparable property TR-81-01, Shadow Ridge Apartments is located at 2300 Old Settlers Blvd., Round Rock Texas 78665. This property consists of an average size apartment complex. This unit is 835 sq. ft. 1 bedroom 1 bath, living room and kitchen. The kitchen features a range oven, laminate countertops, tile backsplash and tile flooring. The interior features textured drywall, painted trim, wood doors. Flooring is tile and carpet. The complex features covered parking for 1 car. The rent for this apartment is $932/mo., and includes water, sewer, trash, and pest control. Additional utilities that are paid by the tenant are electricity. The utilities not included in the rent are based off the HUD utility schedule for the area and are $96/mo. The total rent and utilities for this apartment are $1,028/mo. This home is located 12 miles from the subject.

Comparable property TR-81-02, Sunchase Apartments is located at 1200 Sunrise Dr. Round Rock Texas 78665. This is an average size apartment complex. This unit is 555 sq. ft 1 bedroom 1 bath, living room and kitchen. The kitchen features a range oven, laminate countertops, tile backsplash and tile flooring. The interior features textured drywall, painted trim, wood doors. Flooring is tile and carpet. The rent for this apartment is $860/mo., utilities that are paid by the tenant are electricity, water, trash ($10.40) and pest control ($4.60). The utilities are based off the HUD utility schedule for the area and are $158.08/mo. The total rent and utilities for this apartment are $1,018.08/mo. This home is located 11.9 miles from the subject.

Comparable property TR-81-03, Brushy Creek Village, is located at 1101 Sam Bass Circle, Round Rock Texas 78681. This is an average size apartment complex. This unit is 560 sq. ft. 1 bedroom, living room, kitchen and 1 bath apartment. The kitchen features a range oven, laminate countertops, tile backsplash and tile flooring. The interior features textured drywall, painted trim, wood doors. Flooring is tile and carpet. The rent for this apartment is $880/mo., utilities that are paid by the tenant are electricity, water, wastewater, and trash. The utilities are based off the HUD utility schedule for the area and are $162/mo. The total rent and utilities for this apartment are $1,042/mo. This home is located 13.2 miles from the subject.

All the comparable properties are functionally equivalent to the subject property and DS&S; however, comparable property TR-81-01 is the most comparable because of its location to the subject. Our research found 11apartments with 1bedroom and 1 bath and 6 efficiency/ studio apartments the square footage ranging from 408 to 835 and prices ranging from $710 to 1113. Several were not chosen due to being too far in distance from the subject property, square footage differences, total number of rooms, number of bedrooms or no availability at this time. The selected comparable rent is $932/mo., plus the estimated utilities of $96/mo., for a total rent and utilities of $1,028.00/mo. the supplement was calculated based on a the displacee's income. Replacement comp rent $1,028 X 42= $43,176.00 minus Monthly Gross Income $325.05 X 42 = $13,652.10 = Rental Supplement $29,523.90.

Comparable replacement property data is based on the Residential Comparison Index as per ROW Volume 3 Relocation Assistance Manual page 21-5 and 21-6.

Provisions of Last resort Housing apply to this calculation as the supplement payment estimate exceeds $7,200.00. It is recommended that the relocation supplement payment in the amount of **$25,988.76** be authorized to allow the subject household to relocate into a suitable, decent, safe, and sanitary replacement dwelling.

The supplemental payment(s) on page 1 have been determined by me and are to be used in connection with a federal-aid highway project. The replacement housing used for these supplement computations are certified to be fair housing open to all persons regardless of race, color, religion, age, sex, national origin or handicap and consistent with the requirements of Title VIII of the Civil Rights Act of 1968. I have no direct nor indirect, present, or contemplated interest in this transaction nor will I derive any benefit from the supplemental payment.

Prepared by:

_____ 10/13/2020
(signature) Date

Laura Nelson
Sr. Right of Way Specialist
Right of Way of Texas, LLC.

Approval by:

Lisa Dworaczyk 10/13/2020
(signature) Date

Lisa Dworaczyk
ROW Project Manager

Michelle Cornelius 2 of 2

CERTIFICATION OF ELIGIBILITY

ROW CSJ: SE Loop
Parcel: 81
Displacee: Michelle Cornelius

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

[signature]
Claimant

Date: 03/17/20

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:

Michelle Cornelius 1 of 2

RELOCATION CHECKLIST

Project:

Parcel #

Address: 280 FM 3349, TAYLOR TX 76574

Names of Displacee's:

Contact Information
Phone: Michelle Cornelius (512) 663-3735
Email:

Other Occupants Names, Ages and Relation:

~~0~~

Completed Certification of Eligibility for all displacee's: yes no

Completed R96: yes no

Occupancy Date: ~~2008~~ 2017

Type of Utilities: gas (electric)

OWNER OCCUPANT
Mortgage on property: yes no

TENANT OCCUPANT
Amount of rent: Monthly Rent $ 1.00
Copy of lease agreement verbal - can be in writing if needed

Income information for each displace and household:

- Name Monthly Income $ 14.00/hr - hours vary
- Name Michelle Cornelius minimal Monthly Income $

Income documents provided: yes (no) will obtain and print

Explained eligible relocation benefits.

- RHP or RAP
- Moving fixed room count actual cost commercial move

Acknowledged receipt of NOE

Send Displacee copies of all forms signed: date

Meeting Date: 07/27/2021

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

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	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 10:22 AM
Form Started By: Charlie Crossfield		Started On: 07/22/2021 10:00 AM
Final Approval Date: 07/22/2021		

Commissioners Court - Regular Session **56.**

Meeting Date: 07/27/2021

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
g) Project Red Hot Chili Pepper
h) Project Nirvana

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 10:23 AM

Form Started By: Charlie Crossfield Started On: 07/22/2021 10:00 AM

Final Approval Date: 07/22/2021