NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
December 7, 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 – 35)

3. Discuss, consider, and take appropriate action on approving a line item transfer for Emergency Medical Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > $5,000	$11,500.00
To	0100-0540-004500	Maintenance Contracts	$11,500.00

4. Discuss, consider, and take appropriate action concerning a Line Item Transfer for Fleet Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$102,029
To	0882.0882.004510	Facility Maint & Repair	$102,029

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

6. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 12/01/2021 for the Williamson County Tax Assessor/Collector.

7. Discuss, consider, and take appropriate action on approving a salary contribution agreement with Texas A&M AgriLife Extension Service.

8. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 11/01/2021 through 11/30/2021.

9. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 11/01/2021 through 11/30/2021.

10. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 11/01/2021 through 11/30/2021.

11. Discuss, consider and take appropriate action to approve the Justice of The Peace, Pct. 1, October 2021 Monthly Report, in compliance with Code of Crim Proc.103.005

12. Discuss, consider, and take appropriate action on reappointing Hollis Bone to continue to serve as one of the two Williamson County directors on the governing body of the Lone Star Regional Water Authority with such appointment being for a three-year term commencing effective September 1, 2021 and continuing thereafter until September 1, 2024.

13. Discuss, consider and take appropriate action on an Agreement to Amend Williamson County Professional Services Agreement for Medical Services at the Williamson County Jail between Williamson County and Dr. Adam Barta, M.D.

14. Discuss, consider and take appropriate action on an Agreement to Amend Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail between Williamson County and Dr. Ghulam M. Khan, M.D.

15. Discuss, consider and take appropriate action on authorizing the renewal of United Healthcare Stop Loss Insurance with the provider United Healthcare Insurance Company for the term of January 1, 2022 through December 31, 2022, which incorporates the plan changes, designs, plan rates, revenue and expenses that were approved by the Williamson County Benefits Committee on May 28, 2020, approved in Commissioners Court on June 23, 2020, and incorporated into the budget on August 25, 2020.

16. Discuss, consider and take appropriate action on approving the filing of the Williamson County Community Supervision and Corrections Department (Adult Probation) FY21 Statement of Financial Position pursuant to the Texas Local Government Code §140.004.

17. Receive into minutes notice letter from Baylor Scott & White Health regarding termination of Agreement for Coronavirus Disease (COVID-19) Testing for Williamson County Emergency Medical Services Personnel with effective termination date of November 30, 2021.

18. Discuss, consider and take appropriate action on approving the services contract between TAB Products Co. LLC and Williamson County for the moving of storage boxes and organizing of shelving and storage system at the Inner Loop in the amount of $6,967.

19. Discuss, consider, and take appropriate action on awarding RFQ #21RFSQ2 Criminal Justice Center New District Court Chambers Design and Engineering to finish-out shell space to create Judge's Chamber to Reliance Architecture, LLC in the amount of $15,380.00 and authorize execution of the agreement. Funding Source is P515.

20. Discuss, consider and take appropriate action on Chasco Contractors, Ltd., Change Order No. 2 for the Williamson County L.E. Drop Center (418P) This change order is for additional scope items not included in the original lump sum price due to ongoing revisions. This is a no cost change order with funding from "Scope Remaining to Procure" from the schedule of values.

21. Discuss, consider and take appropriate action on Surveying and Mapping Work Authorization No. 8 for the Williamson County Sheriffs' Office Special Ops Renovations (ARPA 445P). This authorization is for a survey to be performed on the Williamson County Facility at the intersection of 7 th St. and Holly St. Funding for this project will be under ARPA 445P.445A.12.

22. Discuss, consider and take appropriate action on Work Authorization No 9 in the amount of $32,505.00 to expire on May 31, 2022 under Williamson County Contract for Surveying Services between Surveying And Mapping and Williamson County dated May 19, 2020 for Design Survey for CR 118 Corridor. Funding source: P547.

23. Discuss, consider and take appropriate action on approving the extension of Asphalt Emulsions contract #T2725, renewal option period #2, for the same pricing, terms and conditions as the existing contract with Ergon Asphalt & Emulsions, Inc. for the 12-month term of 2/4/22 – 2/3/23.

24. Discuss, consider and take appropriate action on approving purchase of two (2) additional 2022 Ford F-250 Regular Cab Trucks in the amount of $27,933.25 each for the total amount of $56,166.50, The quote includes a one-time administrative fee of $300 per purchase order from Silsbee Ford, as per co-op GoodBuy Contract #20-8F000.

25. Discuss, consider and take appropriate action on approving the extension of Asphalt Cement contract #T2240, renewal option period 1, for the same terms and conditions as the existing contract but with a price increase of $0.20/gallon, with Ergon Asphalt & Emulsions, Inc. for the 12-month term of 12/08/21 – 12/7/22.

26. Discuss, consider and take appropriate action on awarding IFB #21IFB23 Rubber-Asphalt Crack Sealer to the lowest responsive bidder Crafco, Inc.

27. Discuss, consider and take appropriate action on awarding IFB #21IFB19 Flex Base FY 22 to the lowest and best offer to Green Dream International, LLC and Vulcan Construction Materials, LLC depending on particular location and type of material.

28. Discuss, consider and take appropriate action on approving the extension of Crushed Granite Contract #T2164, renewal option period 1, for the same terms and conditions as the existing contract but with a price increase (per attached spreadsheet), with Statewide Materials Transport Ltd., for the 12-month term of 12/22/21 – 12/21/22.

29. Discuss, consider and take appropriate action on authorizing the extension of Contract #T2526, renewal option period #1, for the same terms and conditions as the existing contract, but with a price increase (per attached spreadsheet) for Striping with DIJ Construction, Inc. for the 12-month term of December 22, 2021 - December 21, 2022.

30. Discuss, consider and take appropriate action on approving the extension of Hauling contract #T2080, renewal option period 1, for the same terms and conditions as the existing contract but with a price increase (per attached spreadsheet), with Statewide Materials Transport Ltd., for the 12-month term of 12/08/21 – 12/07/22.

31. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB Fall 2021 Fog Seal (Cul-de-sacs) under IFB #22IFB55.

32. Discuss, consider and take appropriate action on approval of the replat of Lot 8 Sweet Farms subdivision – Precinct 1.

33. Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Santa Rita Ranch Phase 1 subdivision (revision 5) – Precinct 3.

34. Discuss, consider and take appropriate action on approval of the preliminary plat for the Turner Estates subdivision – Precinct 2.

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

REGULAR AGENDA

36. Discuss, consider and take any necessary action to approve an Order for Interment by Cremation of deceased (Michael D. Stucker) who passed away in Justice of the Peace, Pct. 3 of Williamson County, TX where there has been an inquest by the Justice of the Peace Pct 4 and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

37. 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.

38. Discuss, consider and take appropriate action to approve projects and budgets for the remaining funds in the 2022 Capital Improvement Program, Long Range Transportation (LTP), 2019 Road Bond, Coronavirus Aid, Relief, and Economic Security (CARES) Act, the American Rescue Pan Act (ARPA) and the 2021 Tax Anticipation Note (TAN).

39. Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to close P528 (JJC - Restroom/Water Fountain) and move the remaining funds of $200,000 to P543 (JJC - Records Room Remodel).

40. Discuss redistricting matters and effective dates relating to Williamson County Election, Justices of the Peace, Constables and Commissioners Court Precincts and Williamson County Voting Districts (VTDs).

41. 10:00 AM: Hold a public hearing regarding the re-adoption of guidelines for Texas Tax Code Chapter 312 Tax Abatements.

42. Discuss, consider and take appropriate action on a Williamson County Tax Abatement Policy Resolution relating to the re-adoption of guidelines for Texas Tax Code Chapter 312 Tax Abatements.

43. Discuss, consider, and take appropriate action to approve the salary for a vacant ARPA grant funded Prosecutor II position in the District Attorney's Office in excess of 15% above the minimum of the B-37 Grade.

44. Discuss, consider and take appropriate action on an exception to policy for Juvenile Services regarding an external hire for PCN 1065*, Director of Mental Health*.

45. Discuss, consider and take appropriate action on establishment of an adult sexual assault response team and appointing required positions, as mandated in Section 351.252 of the Texas Local Government Code.

46. Discuss, consider and take appropriate action on an Agreement for Crisis Services by and between Williamson County and Bluebonnet Trails Community MHMR Center D/B/A Bluebonnet Trails Community Services to address coordination of crisis services in Williamson County, Texas.

47. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed Statements of Qualifications for Strategic Plan Consulting Services under RFQ # 22RFSQ52.

48. Discuss, consider and take appropriate action on approving a one-year Fiscal Impact Data Subscription to LOCI Software from Economic Impact Group for $3,000.00 per year to support the efforts of Cogitare Global LLC.

49. Discuss, consider, and take appropriate action on awarding RFP #T4960 Benefits Broker Consultant to Holmes Murphy with attached County Addendum as set forth, Broker Consultant contract documents as the RFP and vendor response, and authorize the execution of all associated documents.

50. Discuss, consider, and take appropriate action on approving extension of contract #1702-144, Third Party Administrator for Self Funded Benefits, with United Healthcare Insurance Company, for renewal period beginning effective January 1, 2022 through December 31, 2022, and authorizing the execution of Amendment No. 5, for the same terms and conditions as the existing contract under Group Policy No. GA-911463AL.

51. Discuss, consider, and take appropriate action on extending Custodial/Janitorial Services Agreement, Renewal #1, with McLemore Building Maintenance, for the same pricing, terms and conditions as the existing contract, per the attached pricing documentation and Specification and Scope of Service, for the term of January 1, 2022 - December 31, 2022.

52. Discuss, consider, and take appropriate action on awarding RFQ #21RFSQ2 for Berry Springs Park Improvements design and engineering to Half Associates, Inc in the amount of $441,951.00 and authorize execution of the agreement. Funding source is P559.

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

54. Discuss, consider and take appropriate action on a Resolution to authorize the execution of an Advance Funding Agreement with the State of Texas for the construction of the Highway Safety Improvement Program grant improvements to Chandler Road from SH 130 to Old CR 366, and at the intersection of Ronald Reagan Boulevard with CR 234, for a total estimate cost of $312,648.00, with the County's share of the costs estimated to be $90,160.00 plus any cost overruns.

55. Discuss, consider and take appropriate action on amending the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.

56. Discuss, consider and take appropriate action on proposed changes to the Williamson County Driveway Policy.

57. Discuss, consider and take appropriate action on approving the purchase of one (1) 2023 Freightliner 4x4 Chassis Truck with M2-106 binding flink spreader body in the amount of $150,941.00 and one (1) 2023 Freightliner M2-112 Tractor w/DD13 engine in the amount of $109,559.00 for the total amount of $260,500.00 from Freightliner of Austin, as per TIPS Contract #200-206.

58. Discuss, consider and take appropriate action on awarding IFB #22IFB30 Tree Limb Chipping Services to the lowest responsive bidder RHB Construction, Inc.

59. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $7,471.00 for Project T4320 CR 401, 402, 404 (Texas Materials), a Road Bond project in Commissioner Pct. 4 P:390 Funding Source: Road Bond.

60. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $3,055.00 for Project T1740 Sam Bass Interim Signals (Austin Traffic Signal), a Road Bond project in Commissioner Pct. 1 P:462 Funding Source: Road Bond.

61. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the CR 332 Realignment Project, a Road Bond Project in Commissioner Pct. 3, Project Number P366.

62. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the CR 314 Safety Improvements Project, a Road Bond Project in Commissioner Pct. 3, Project Number P364.

63. Discuss, consider and take appropriate action on a real estate contract with Christy D. Noren and Jenny E. Noren, Co-Trustees of the John W. Noren Family Trust for right of way needed on the CR 100/CR 118 project (Parcel 5). Funding Source: LRTP 457

64. Discuss, consider and take appropriate action on 3 claims for moving expenses related to the right of way acquisition on Parcel 13. Funding Source: Road Bonds P462
Unit D19 Mark Barrow
Unit 001 Sally Henderson
Unit 115 Ira Daniels

65. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the City/County Participation in the Design and Construction Costs Related to the Southeast Loop Construction Project with the City of Taylor.

66. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the City/County Participation in the Design and Construction Costs Related to the Southeast Loop (FM 3349) Construction Project with the City of Hutto.

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)."

67. 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.

68. 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 Red Hot Chili Pepper
g) Project Nirvana
h) Project Sound Garden
i) Project Def Leopard
j) Project Flex Power
k) Project Pearson Ranch
l) Project Orange
m) Project Fittipaldi

69. 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) Claim of Regina Wright.
h) 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.
i) 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.
j) 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.
k) 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.
l) Shamona Harris - EEOC Charge #451-2021-00812.
m) 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.
n) 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.

o) 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.
p) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
q) 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.
r) 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.
s) Kelli Bomer - EEOC Charge #451-2021-00920.
t) Gary Haston - EEOC Charge #451-2021-01145.
u) 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.
v) 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.
w) EEOC Charge of Discrimination #450-2021-00854 - Donald L. Foiles, Jr.
x) 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.
y) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
z) Williamson County Landfill Operation Agreement Terms and Conditions.
aa) Civil Action No. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In The United States District Court for the Western District of Texas, Austin Division.
bb) Property damage claim from Gay Hudson regarding vehicle damage.

70. 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).

71. 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)

72. Discuss and take appropriate action concerning economic development.

73. Discuss and take appropriate action concerning real estate.

74. 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.

75. 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.
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j) 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.
k) 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.
l) Shamona Harris - EEOC Charge #451-2021-00812.
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n) 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.
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p) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
q) 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.
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s) Kelli Bomer - EEOC Charge #451-2021-00920.
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the Western District Of Texas, Austin Division.
v) 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.
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y) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
z) Williamson County Landfill Operation Agreement Terms and Conditions.
aa) Civil Action No. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In The United States District Court for the Western District of Texas, Austin Division.
bb) Property damage claim from Gay Hudson regarding vehicle damage.

76. Comments from Commissioners.

77. 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 3rd day of December 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: 12/07/2021

LIT - Maintenance Services

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a line item transfer for Emergency Medical Services.

Background

Line item transfer to cover increase in stretcher maintenance agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > $5,000	$11,500.00
To	0100-0540-004500	Maintenance Contracts	$11,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/30/2021 08:01 AM
Budget Office	Ashlie Holladay	11/30/2021 08:06 AM

Form Started By: Michael Knipstein Started On: 11/30/2021 07:49 AM

Final Approval Date: 11/30/2021

Commissioners Court - Regular Session **4.**

Meeting Date: 12/07/2021

12-07-2021 LIT

Submitted For: Kevin Teller **Submitted By:** Edward Pospisil, Infrastructure

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action concerning a Line Item Transfer for Fleet Services.

Background

Emergency replacement of our waste oil tank is needed to meet updated TCEQ requirements. Our current tank was unable to pass the updated testing requirements set by TCEQ, and as our current tank is near the end of its life cycle, we are unable to find a vendor that will perform necessary upgrades on a tank of this age.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$102,029
To	0882.0882.004510	Facility Maint & Repair	$102,029

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 10:03 AM
Budget Office	Ashlie Holladay	12/02/2021 11:41 AM
Form Started By: Edward Pospisil		Started On: 12/02/2021 09:26 AM
Final Approval Date: 12/02/2021		

Commissioners Court - Regular Session **5.**

Meeting Date: 12/07/2021

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	12/02/2021 08:54 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 09:19 AM
Form Started By: Kayla Marek		Started On: 12/02/2021 07:55 AM
Final Approval Date: 12/02/2021		

Organization	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	One Time Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Juvenile Grant	Juv Prob Officer II Grant.1161.001100.	15399	$48,879.99	$977.61	2.00	$49,857.60	-	MERIT	24-Dec-21
Juvenile Grant	Juv Facility Super Grant.1099.001100.	3336	$54,052.12	$1,081.03	2.00	$55,133.15	-	MERIT	10-Dec-21
Juvenile Grant	Juv Prob Officer I Grant.1025.001100.	15278	$45,418.68	$908.37	2.00	$46,327.05	-	MERIT	10-Dec-21
Sheriff's Office	Financial Clerk.1420.001100.	5579	$54,093.29	$1,081.92	2.00	$55,175.20	-	MERIT	10-Dec-21
Wilco Pretrial Services	Pretrial Officer.1961.001100.	15785	$43,680.00	$436.80	1.00	$44,116.80	-	MERIT	10-Dec-21
Wilco Pretrial Services	Pretrial Officer.1955.001100.	15757	$43,680.00	$436.80	1.00	$44,116.80	-	MERIT	10-Dec-21
Wmsn Co Conservation Fund	Trail/Preserve Steward.1728.001100.	15804	$35,491.54	$709.82	2.00	$36,201.36	-	MERIT	10-Dec-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0576	001100	2,967.01	
01	0100	0576	001130		2,967.01
01	0100	0560	001100	1,081.92	
01	0100	0560	002010	82.77	
01	0100	0560	002020	175.05	
01	0100	8003	001130		1,081.92
01	0100	8003	002010		82.77
01	0100	8003	002020		175.05
01	0100	0591	001100	873.60	
01	0100	0591	001130		873.60
01	0508	0508	001100	425.89	
01	0508	0508	001130		425.89
01	0100	0510	001100	283.93	
01	0100	0510	001130		283.93

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
454 - JP4	1018	Vacant	N/A	N/A	$38,837.96	$37,610.10	$1,227.86	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1018 to PCN 1015	12/10/2021
454 - JP4	1015	Vacant	N/A	N/A	$33,772.14	$35,000.00	N/A	$1,227.86	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1018 to PCN 1015	12/10/2021
454 - JP4	1011	14889	$63,722.36	No Change	$68,182.98	$65,733.77	$2,449.21	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1011 to PCN 1717	12/10/2021
454 - JP4	1717	Vacant	N/A	N/A	$36,911.20	$39,360.41	N/A	$2,449.21	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1011 to PCN 1717	12/10/2021
661-OSSF	1822	14869	$51,553.78	No Change	$52,658.12	$51,553.77	$1,104.35	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1822 to PCN 1878	12/10/2021
661-OSSF	1878	Vacant	N/A	N/A	$49,098.83	$50,203.18	N/A	$1,104.35	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1822 to PCN 1878	12/10/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
509-Building Maintenance	0238	13208	$42,051.43	$36,156.48	$42,051.43	$36,156.48	$5,894.95	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0238 to PCN 0240	12/10/2021
509-Building Maintenance	0240	Vacant	N/A	N/A	$39,157.01	$45,051.96	N/A	$5,894.95	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0238 to PCN 0240	12/10/2021
509-Building Maintenance	0241	15821	$33,772.14	No Change	$39,317.87	$33,772.14	$5,545.73	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 0241 to PCN 0225	12/10/2021
509-Building Maintenance	0225	Vacant	N/A	N/A	$47,722.23	$53,267.96	N/A	$5,545.73	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 0241 to PCN 0225	12/10/2021
570 Corrections	0220	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Title and Grade Change - From Commissioned Lieutenant (C5.16) to Lieutenant CO (CC.16)	12/10/2021
570 Corrections	0470	15679	N/A	N/A	$58,906.63	$42,971.81	$15,934.82	N/A	Reallocation of position budget to PCN 1991 to facilitate promotion as allowed per policy	12/10/2021
570 Corrections	0467	15871	N/A	N/A	$45,120.40	$44,241.49	$878.91	N/A	Reallocation of position budget to PCN 1991 to facilitate promotion as allowed per policy	12/10/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
570 Corrections	1991	N/A	N/A	N/A	$66,039.42	$82,853.15	N/A	$16,813.73	Reallocation of position budget to faciliate promotion as allowed per policy. Surplus salary from PCN 0470 & 0467	12/10/2021
570 Corrections	0396	15884	N/A	N/A	$54,943.28	$44,065.83	$10,877.45	N/A	Reallocation of position budget to PCN 1992 to facilitate promotion as allowed per policy	12/10/2021
570 Corrections	1992	N/A	N/A	N/A	$66,039.42	$76,916.87	N/A	$10,877.45	Reallocation of position budget to faciliate promotion as allowed per policy. Surplus salary from PCN 0396	12/10/2021

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **6.**

Meeting Date: 12/07/2021

Property Tax Refunds – Over 2500 – Thru 12/01/2021

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 12/01/2021 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

092521-120121 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 10:28 AM
Form Started By: Renee Clark		Started On: 12/02/2021 10:11 AM
Final Approval Date: 12/02/2021		

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: December 1, 2021

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

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

Annex Locations:

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

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

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

Property Tax
Account QuickReport
As of December 1, 2021

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	12/01/2021	82511	WILLIAMSON COUNTY TAX OFFICE	P474382 - VIT payment	-2,668.91
Total Refunds Payable - Taxpayers					-2,668.91
TOTAL					**-2,668.91**

Commissioners Court - Regular Session **7.**

Meeting Date: 12/07/2021

AgriLife Extension Service Agreement

Submitted By: Katherine Whitney, Extension Service

Department: Extension Service

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a salary contribution agreement with Texas A&M AgriLife Extension Service.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY22 Williamson County Salary Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/24/2021 11:05 AM
County Judge Exec Asst.	Becky Pruitt	11/29/2021 04:48 PM

Form Started By: Katherine Whitney Started On: 11/22/2021 10:35 AM

Final Approval Date: 11/29/2021

TEXAS AGRILIFE EXTENSION SERVICE
SALARY CONTRIBUTION AGREEMENT

This Salary Contribution Agreement ("Agreement") is entered into by and between Williamson County, Texas ("County") and the Texas A&M AgriLife Extension Service of the Texas A&M University System (Agency).

RECITALS

WHEREAS, the Agency provides quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educates Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;

WHEREAS, the Agency improves the lives of Texans through an educational process that uses research-based knowledge focused on issues and needs. Within the broad context of the Agency's mission, the Agency will foster the improvement of agriculture and agribusiness, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families;

WHEREAS, Chapter 43 of the Texas Agricultural Code authorizes and enables Texas counties, through their commissioners court, to employ any means and appropriate and expend money as necessary to establish and conduct cooperative demonstration work in agriculture and home economics in cooperation with Texas A & M University;

WHEREAS, the Agency and County have established and conducted cooperative demonstration work in agriculture and home economics in cooperation with one another over the years and the Agency and County wish to continue such cooperative;

WHEREAS, the County would like to contribute to the annual salaries of the extension agents serving at the Agency;

WHEREAS, the Agency would like to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County;

NOW, THEREFORE, the parties wish to certify and acknowledge their agreements in relation to the aforesaid cooperative, as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to define the annual contribution of the County towards funding salaries of extension agents at the Agency, as well as outline obligations of the Agency.

ARTICLE II
GENERAL OBLIGATIONS OF AGENCY

During the term of this Agreement, the Agency agrees to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County. As a part of such cooperative, the Agency shall be obligated to do the following:

A. To provide quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educate Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;
B. To endeavor to improve the lives of Williamson County residents through an educational process that uses research-based knowledge focused on issues and needs; and
C. Assist in fostering the improvement of agriculture and agribusiness in Williamson County, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families.

ARTICLE III
TERM

The term of this Agreement is for twelve (12) months, commencing October 1, 2021, and ending September 30, 2022. This Agreement may be renewed by addendum hereto in writing and executed by all parties.

ARTICLE IV
ANNUAL SALARY CONTRIBUTION; CELL PHONE STIPEND

A. Annual Salary Contribution. The County, the State of Texas and other entities co-fund five extension agent positions in Williamson County. The County's contribution towards funding these positions shall be $131,218.84 (which consist of a $123,698.03 contribution towards the Agency's extension agents' salaries plus $7,520.81 of county merit/COLA increases approved by the Williamson County Commissioners Court for a total of $131,218.84) plus employer FICA at the rate of 7.65%, unemployment compensation insurance (UCI), and worker's compensation insurance (WCI) for the term of this Agreement.

B. Cell Phone Stipend. The County will contribute cell phone stipends for each of the five extension agent positions. The amount of the cell phone stipends shall be at the rate set forth by the County.

ARTICLE V
PAYROLL PROCESSING

County shall process the payroll for the portion of salaries paid from County funds on the five agent positions, file and report payroll tax reports and returns and remit payroll taxes to the appropriate federal authorities for the portion of salaries paid from County funds.

ARTICLE VI
AVAILABILITY OF FUNDS

Both parties agree and understand that all financial obligations provided for in this Agreement will be contingent on the availability of each party' funds to meet said obligations.

ARTICLE VII
EQUAL OPPORTUNITY

Agency agrees to respect and protect the civil and legal rights of all citizens. It will not unlawfully discriminate against any employee, or prospective employee, on the basis of age, race, sex, religion, disability or national origin.

ARTICLE VIII
ASSIGNMENT & SUBCONTRACT

Neither party hereto may assign any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of the other party.

ARTICLE IX
OFFICIALS NOT TO BENEFIT

No officer, employee or agent of either party hereto and no member of its organization and no other public officials of the governing body of the locality or localities in which the parties are situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE X
TERMINATION

This Agreement may be terminated:

A. By either party upon Sixty (60) days written notice to the other party of the intention to terminate; or
B. Upon expenditure of available funds.

ARTICLE XI
GOVERNMENTAL IMMUNITY; NO THIRD-PARTY BENEFICIARIES

This Agreement is expressly made subject to County's governmental immunity, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary. County expressly acknowledges that Agency is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Agency of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE XII
REPRESENTATIONS & WARRANTIES

Both parties hereby represent that they have all necessary right, title, license and authority to enter into this Agreement.

ARTICLE XIII
TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE XIV
COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal and state laws and regulations relating to this Agreement.

ARTICLE XV
LEGAL CONSTRUCTION

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 unenforceable provision 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 therein.

ARTICLE XVI
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XVII
INDEPENDENT CONTRACTOR CLAUSE

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. Furthermore, the parties acknowledge and agree that County's sole obligation hereunder is the making of a contribution towards the Agency's extension agents' salaries and that the Agency's extension agents are solely the Agency's employees. The parties hereto further agree and acknowledge that all personnel related matters in relation to the Agency's extension agents, including but not limited to the hiring, firing, salary, job descriptions and benefits shall be solely controlled and made by the Texas A&M University System.

ARTICLE XVIII
ENTIRE AGREEMENT; AMENDMENTS

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written and may not be amended or superseded except by written agreement signed by an authorized representative of each party.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WILLIAMSON COUNTY, TEXAS

BY: _____
Bill Gravell, Jr.
Williamson County Judge

Date: _____ _____, 20_____

TEXAS A&M AGRILIFE EXTENSION SERVICE

BY: _____
Printed Name: Dr. Jeff Hyde
Title: Director

Date: 11/16/21

LF 9495/22

Commissioners Court - Regular Session **8.**

Meeting Date: 12/07/2021

Assets for Auction Monthly Report 12.7.21

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 11/01/2021 through 11/30/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction Monthly Report 12.7.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 04:48 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 08:09 AM
Form Started By: Mary Watson		Started On: 11/16/2021 11:00 AM
Final Approval Date: 12/02/2021		

"November 2021 Monthly Report **Court Date:** 12/7/2021

Williamson County - Assets for Auction

Agenda #: 28041

Item	Serial Number	Quantity	Department
5 drawer laterl file cabinet no keys		2	Commissioners Court
4 drawer file cabinets no keys		3	Commissioners Court
Dell Laptop (tag 3483)	54C1562	1	Commissioners Court
Dell Laptop (tag 3482)	4LMTZN1	1	Commissioners Court
Doc station	CNQPKDGR-75941	1	Commissioners Court
Optiplex 740	BV377L1, DT377L1	2	Commissioners Court
Dell - Optiplex 740	GX5206ZY0591	1	Commissioners Court
Dell Latitude 3390 2n1 #9213	GKRF4P2	1	County Judge
Dell Latitude E7450 Laptop - Wilco#4813	6SL 1562	1	County Judge
Dell DockingStaton		1	County Judge
Dell Keyboard		1	County Judge
desk	A107123	1	CSCD - County Purchased
6 shelf book case		1	CSCD - County Purchased
3 drawer filing cabinet		1	CSCD - County Purchased
Desk		4	District Attorney
Couch		2	District Attorney
TV Cabinet Stand		1	District Attorney
2 Drawer rolling stand		1	District Attorney
Visitor Chairs		11	District Attorney
2 Drawer File Cabinet		1	District Attorney
3 Shelf Bookcase		1	District Attorney
Rolling Cart		1	District Attorney
Dell DVI desktop	See List	4	Emergency Management
Twin Wood Bed Frame		3	Emergency Med Services
Dell Latitude E5530 Laptop	JNYYKX1	1	Emergency Services Dept.
LG 32" LED TV	208RMVBBR071	1	Emergency Services Dept.
32: TV Mount (Heavy)		1	Emergency Services Dept.
Board, Magnetic Dry Erase	2000048277	1	Fleet Services
Port A Cool 2000	6178502	1	Fleet Services
1 Lot of Misc. Tires		1	Fleet Services
Dell Optiplex 7050	FG206K2	1	Health District-County Purchased
Dell Optiplex 7020	6NZFW52	1	Health District-County Purchased
Dell Optiplex 7010	1L3PDZ1	1	Health District-County Purchased
Dell Optiplex 7050	FG356K2	1	Health District-County Purchased
Dell Optiplex 7040	2ZPGQD2	1	Health District-County Purchased
Dell Optiplex 7050	FG626K2	1	Health District-County Purchased
Dell Latitude E6540	G705J12	1	Health District-County Purchased
Dell Latitude E6530	7QGJZW1	1	Health District-County Purchased
Dell Latitude E6540	7H96F12	1	Health District-County Purchased
Dell Latitude E6540	F1J6F12	1	Health District-County Purchased
Laptop - No make or model showing	2YBD5N1	1	Health District-State Purchased
Dell Latitude E6540	B87SL32	1	Health District-State Purchased
Dell Latitude E6520	BSXDCS1	1	Health District-State Purchased
Dell Latitude E6520	9GSPBS1	1	Health District-State Purchased
Dell Latitude E6520	JFTP2R1	1	Health District-State Purchased
Microsoft Surface Pro Model 1796	21257482653	1	Health District-State Purchased
Black Fabric Laptop Bags		3	Health District-State Purchased
OptiPlex 7010	9DY1M02	1	Sheriff's Office
OptiPlex 7070	FH69773	1	Sheriff's Office
Wood Desk Shell		1	Sheriff's Office
Blue Chair		1	Sheriff's Office
Computer Monitors		2	Sheriff's Office
Computer keyboards		2	Sheriff's Office
Speakers		2	Sheriff's Office
Apple Ipad	DMPNX10VF4YF	1	Sheriff's Office
Apple Ipad	DMPNX0AQF4YF	1	Sheriff's Office
Apple Ipad	SDLXM11SJF4YD	1	Sheriff's Office
Dell Optiplex 7050	6XB3CM2	1	Tax Assessor/Collector
Dell Optiplex 7040	1RXBDH2	1	Tax Assessor/Collector
Dell Optiplex 7050	6XC6CM2	1	Tax Assessor/Collector
Dell Optiplex 7050	6X336CM2	1	Tax Assessor/Collector
Dell Optiplex 7050	6X22CM2	1	Tax Assessor/Collector
Dell Optiplex 7050	6WX4CM2	1	Tax Assessor/Collector
Dell Optiplex 7050	6X14CM2	1	Tax Assessor/Collector
Dell Optiplex 7050	6WZ0CM2	1	Tax Assessor/Collector
Dell Optiplex 7050	6X91CM2	1	Tax Assessor/Collector
Dell Optiplex 7040	H096Z72	1	Tax Assessor/Collector

Asset Status Change

Title:	i:0#.f|membership|becky.pruitt@wilco.org - 06-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Laptop (tag 3483)
1. Manufacturer ID #:	54C1562
1. Oracle Asset #:	148350
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Laptop (tag 3482)
2. Manufacturer ID #:	4LMTZN1
2. Oracle Asset #:	55628
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Doc station
3. Manufacturer ID #:	CNQPKDGR-75941
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	Optiplex 740
4. Manufacturer ID #:	BV377L1 and DT377L1
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell - Optiplex 740
5. Manufacturer ID #	GX5206ZY0591
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Commissioners Court
Transferring Dept. Contact Person	Hal Hawes

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1550
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Andrea L. Schiele 11/3/2021 12:25 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|becky.pruitt@wilco.org - 06-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	5 drawer lateral file cabinet no keys
1. Manufacturer ID #:	unknown
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	4 drawer file cabintes no keys
2. Manufacturer ID #:	unknown
2. Condition of Assets:	Working
Transferring Dept.:	Commissioners Court
Transferring Dept. Contact Person	Hal Hawes
Transferring Dept. Contact Ph#:	512-943-1550
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Andrea L. Schiele 11/3/2021 12:31 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 18-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitdue 3390 2n1 #9213
1. Manufacturer ID #:	GKRF4P2
1. Oracle Asset #:	217040
1. Condition of Assets:	Unknown
Transferring Dept.:	County Judge
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Andrea L. Schiele 10/18/2021 5:58 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 30-09-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E7450 Laptop - Wilco#4813
1. Manufacturer ID #:	6SL1562
1. Oracle Asset #:	148349
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Docking Station
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Keyboard
3. Manufacturer ID #:	n/a
3. Condition of Assets:	Unknown
Transferring Dept.:	County Judge
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Andrea L. Schiele 10/18/2021 5:59 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|melissa.ramos@wilco.org - 20-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	desk
1. Manufacturer ID #:	A107123
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	6 shelf book case
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	3 drawer filing cabinet
3. Condition of Assets:	Working
Transferring Dept.:	CSCD - County Purchased
Transferring Dept. Contact Person	Melissa Ramos
Transferring Dept. Contact Ph#:	512-943-3504
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Melissa Ramos 10/20/2021 1:43 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|gfrias@wilco.org - 28-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Desk
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Couch
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	TV Cabinet Stand
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	2 Drawer rolling stand
4. Condition of Assets:	Working
Transferring Dept.:	District Attorney
Transferring Dept. Contact Person	Grace Frias
Transferring Dept. Contact Ph#:	5129431234
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Grace Frias 10/28/2021 2:38 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|gfrias@wilco.org - 29-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	11
1. Description:	Visitor Chairs
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	2 Drawer File Cabinet
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	3 Shelf Bookcase
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Rolling Cart
4. Condition of Assets:	Non-Working
Transferring Dept.:	District Attorney
Transferring Dept. Contact Person	Grace Frias
Transferring Dept. Contact Ph#:	5129431234
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Grace Frias 10/29/2021 10:28 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 29-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Dell DVI desktop
1. Manufacturer ID #:	HX165J2, J5475J2, J9H55J2, J9665J2
1. Oracle Asset #:	184698, 184689, 184670, 184672
1. Condition of Assets:	Unknown
Transferring Dept.:	Emergency Management
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Shantelle Dunn Brannon 11/1/2021 10:29 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 27-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	TWIN WOOD BED FRAME
1. Manufacturer ID #:	WOOD FRAME TWIN BED
1. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	kbecker@wilco.org
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 10/27/2021 1:36 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 29-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E5530 Laptop
1. Manufacturer ID #:	JNYYKX1
1. Oracle Asset #:	65902
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	LG 32" LED TV
2. Manufacturer ID #:	208RMVBBR071
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	32" TV MOUNT (HEAVY)
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	Emergency Services Dept.
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Chris Connealy 11/24/2021 9:24 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021
Agenda Item:	28041

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 21-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Board,Magnetic Dry Erase
1. Manufacturer ID #:	2000048277
1. Condition of Assets:	Non-Working
Transferring Dept.:	Fleet Services
Transferring Dept. Contact Person	Ed Pospisil
Transferring Dept. Contact Ph#:	5129433343
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Ed Pospisil 11/1/2021 10:40 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 01-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	PORT A COOL 2000
1. Manufacturer ID #:	6178502
1. Oracle Asset #:	43148
1. Condition of Assets:	Working
Transferring Dept.:	Fleet Services
Transferring Dept. Contact Person	Ed Pospisil
Transferring Dept. Contact Ph#:	5129433343
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Ed Pospisil 11/1/2021 10:38 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021
Asset(s) delivered to warehouse on:	11/16/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 05-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	1 LOT OF MISC. TIRES
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	Fleet Services
Transferring Dept. Contact Person	Ed Pospisil
Transferring Dept. Contact Ph#:	512-943-3343
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Ed Pospisil 11/5/2021 12:33 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 20-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL OPTIPLEX 7050
1. Manufacturer ID #:	FG206K2
1. Oracle Asset #:	193779
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7020
2. Manufacturer ID #:	6NZFW52
2. Oracle Asset #:	140340
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL OPTIPLEX 7010
3. Manufacturer ID #:	1L3PDZ1
3. Oracle Asset #:	82205
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL OPTIPLEX 7050
4. Manufacturer ID #:	FG356K2
4. Oracle Asset #:	193775
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL OPTIPLEX 7040
5. Manufacturer ID #	2ZPGQD2
5. Oracle Asset #	166582
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Stacy Schweitzer

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5126356026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 10/20/2021 2:45 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 20-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL OPTIPLEX 7050
1. Manufacturer ID #:	FG626K2
1. Oracle Asset #:	193778
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL LATITUDE E6540
2. Manufacturer ID #:	G705J12
2. Oracle Asset #:	NOT FOUND
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL LATITUDE E6530
3. Manufacturer ID #:	7QGJZW1
3. Oracle Asset #:	NOT FOUND
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL LATITUDE E6540
4. Manufacturer ID #:	7H96F12
4. Oracle Asset #:	NOT FOUND
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL LATITUDE E6540
5. Manufacturer ID #	F1J6F12
5. Oracle Asset #	NOT FOUND
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Stacy Schweitzer

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5126356026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 10/20/2021 2:44 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 20-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LAPTOP - NO MAKE OR MODEL SHOWING
1. Manufacturer ID #:	2YBD5N1
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL LATITUDE E6540
2. Manufacturer ID #:	B87SL32
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL LATITUDE E6520
3. Manufacturer ID #:	BSXDCS1
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL LATITUDE E6520
4. Manufacturer ID #:	9GSPBS1
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL LATITUDE E6520
5. Manufacturer ID #	JFTP2R1
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	5126356026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 10/20/2021 2:43 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 20-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MICROSOFT SURFACE PRO MODEL 1796
1. Manufacturer ID #:	021257482653
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	3
2. Description:	BLACK FABRIC LAPTOP BAGS
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	5126356026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 10/20/2021 2:42 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 18-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OptiPlex 7010
1. Manufacturer ID #:	9DY1M02
1. Oracle Asset #:	82241
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	OptiPlex 7070
2. Manufacturer ID #:	FH69773
2. Oracle Asset #:	253742
2. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James D. Carmona 10/21/2021 1:56 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 18-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Wood Desk Shell
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Blue Chair
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Computer Monitors
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	Computer keyboards
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	2
5. Description	Speakers
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James D. Carmona 10/21/2021 1:56 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 21-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Apple IPad
1. Manufacturer ID #:	DMPNX10VF4YF
1. Oracle Asset #:	115321
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Apple IPad
2. Manufacturer ID #:	DMPNX0AQF4YF
2. Oracle Asset #:	115308
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Apple IPad
3. Manufacturer ID #:	SDLXM11SJF4YD
3. Oracle Asset #:	81213
3. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James D. Carmona 10/21/2021 1:55 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jkocian@wilco.org - 20-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7050 computer
1. Manufacturer ID #:	6XB3CM2 WILCO S/N-9559
1. Oracle Asset #:	205732
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7040 computer
2. Manufacturer ID #:	1RXBDH2 Wilco S/N - 5098
2. Oracle Asset #:	182649
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 7050 computer
3. Manufacturer ID #:	6XC6CM2 Wilco S/N - 9239
3. Oracle Asset #:	205724
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Optiplex 7050 computer
4. Manufacturer ID #:	6X336CM2 Wilco S/N - 9535
4. Oracle Asset #:	205727
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Optiplex 7050 computer
5. Manufacturer ID #	6X22CM2 Wilco S/N - 9631
5. Oracle Asset #	205731
5. Condition of Assets	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Judy Kocian

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Matt Johnson 10/20/2021 11:32 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Tony Hill
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jkocian@wilco.org - 20-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7050 computer
1. Manufacturer ID #:	6WX4CM2 Wilco S/N - 9313
1. Oracle Asset #:	205741
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7050 computer
2. Manufacturer ID #:	6X14CM2 Wilco S/N - 9451
2. Oracle Asset #:	205722
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 7050 computer
3. Manufacturer ID #:	6WZ0CM2 Wilco S/N - 10132
3. Oracle Asset #:	205740
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Optiplex 7050 computer
4. Manufacturer ID #:	6X91CM2 Wilco S/N - 9628
4. Oracle Asset #:	205728
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Optiplex 7040 computer
5. Manufacturer ID #	H096Z72 Wilco S/N - 4897
5. Oracle Asset #	177588
5. Condition of Assets	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Judy Kocian

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Matt Johnson 10/20/2021 11:46 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Tony Hill
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/7/2021

Asset Status Change

Commissioners Court - Regular Session **9.**

Meeting Date: 12/07/2021

Assets for Destruction Monthly Report 12.7.21

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 11/01/2021 through 11/30/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Destruction Monthly Report 12.7.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 04:49 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 08:14 AM
Form Started By: Mary Watson		Started On: 11/16/2021 11:01 AM
Final Approval Date: 12/02/2021		

"November 2021 Monthly Report **Court Date:** 12/7/2021

Williamson County - Assets for Destruction

Agenda #: 28042

Item	Serial Number	Quantity	Department
U-Line mini fridge	A102714 County tag	1	368th District

Asset Status Change

Title:	i:0#.f|membership|jtredemeyer@wilco.org - 08-11-2021
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	U-Line mini fridge
1. Manufacturer ID #:	A102714- county tag
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	368th District
Transferring Dept. Contact Person	Jennifer Tredemeyer
Transferring Dept. Contact Ph#:	512-943-1368
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jennifer Tredemeyer 11/8/2021 11:30 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	12/7/2021

Asset Status Change

Commissioners Court - Regular Session **10.**

Meeting Date: 12/07/2021

Assets for Transfer Monthly Report 12.7.21

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 11/01/2021 through 11/30/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer Monthly Report 12.7.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 04:49 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 08:14 AM
Form Started By: Mary Watson		Started On: 11/16/2021 11:22 AM
Final Approval Date: 12/02/2021		

"November 2021 Monthly Report **Court Date:** 12/7/2021

Williamson County - Assets for Transfer

Agenda #: 28044

Item	Serial Number	Quantity	From Dept.	To Dept.
Samsung 42" display / tv	028YHCMFA00665T	1	Auction	Emergency Services Dept
Conference Table		1	Auction	RCS
Samsung 42" display / tv	028YHCMF01938X	1	Auction	Veterans Services
Couch		1	Auction	Veterans Services
Loveseat		1	Auction	Veterans Services
Desk		1	Auction	Veterans Services
Desk Drawers		1	Auction	Veterans Services
Motorola APX7500 DB-VHF-DM Mobile Radio	656CSV1509	1	Mobile Outreach	Wireless Communication

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 03-11-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Samsung 42" display/tv
1. Manufacturer ID #:	028YHCMFA00665T
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Auction
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 11/3/2021 10:03 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Emergency Services Dept.
Receiving Department Contact Person:	Damaris Morales
Receiving Dept. Contact Ph#:	512-864-8248
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Chris Connealy
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Chris Connealy 11/3/2021 1:06 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 15-10-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Conference Table
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
Transferring Dept.:	Auction
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy McCulley 10/18/2021 10:35 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	RCS
Receiving Department Contact Person:	Wendy Coco
Receiving Dept. Contact Ph#:	512-943-3886
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Paul Swisher
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Paul Swisher 10/18/2021 8:21 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 08-11-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Samsung 42" display/tv
1. Manufacturer ID #:	028YHCMF01938X
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Couch
2. Manufacturer ID #:	n/a
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Loveseat
3. Manufacturer ID #:	n/a
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Desk
4. Manufacturer ID #:	n/a
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Desk Drawers
5. Manufacturer ID #	n/a
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Auction
Transferring Dept. Contact Person	Julie Schultz

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy McCulley 11/8/2021 9:25 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Veteran Services
Receiving Department Contact Person:	Sherry Golden
Receiving Dept. Contact Ph#:	512-943-1907
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Sherry Golden
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Sherry A. Golden 11/8/2021 9:26 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	12/7/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jwilliby@wilco.org - 26-10-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola APX7500 DB-VHF-DM Mobile Radio
1. Manufacturer ID #:	656CSV1509
1. Oracle Asset #:	197083
1. Condition of Assets:	Working
Transferring Dept.:	Mobile Outreach
Transferring Dept. Contact Person	Jeanne Williby
Transferring Dept. Contact Ph#:	5129433588
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jeanne Williby 10/26/2021 2:54 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Wireless Communication
Receiving Department Contact Person:	Thomas Piche
Receiving Dept. Contact Ph#:	512-864-8246
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Thomas Piche
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Thomas Piche 10/26/2021 3:05 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	12/7/2021

Asset Status Change

Commissioners Court - Regular Session **11.**

Meeting Date: 12/07/2021

Justice of The Peace 1 October 2021 Monthly Report

Submitted For: KT Musselman **Submitted By:** Geneva Salazar, J.P. Pct. #1

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Justice of The Peace, Pct. 1, October 2021 Monthly Report, in compliance with Code of Crim Proc.103.005

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

OCTOBER_2021_EOM_REPORT_JP1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 10:04 AM
Form Started By: Geneva Salazar		Started On: 12/02/2021 09:50 AM
Final Approval Date: 12/02/2021		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of The Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of October, 2021.

KT Musselman

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 18th **day of** November **2021 to certify which witness my hand and seal of office.**

NOTARY PUBLIC
in and for the State of Texas

RAVEN M.
NOTARY PUBLIC
STATE OF TEXAS
ID# 13199787-4
My Comm. Exp. Apr. 26, 2023

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2021 - 10/31/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	20.00
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	7,056.75
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	8,720.00
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-1-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	150.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	490.15
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	62.01
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	18,573.80
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	4.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-001-9999999999999: Liability Place Holder	1,943.60
	0100 - General Fund Total:	**37,020.31**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	12.00
	0360 - Courthouse Security Fund Total:	**12.00**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	4.00
	0361 - JP Security Fund Total:	**4.00**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	1,522.63
	0365 - Child Safety Fund Total:	**1,522.63**
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	16.00
	0372 - Justice Court Technology Fund Total:	**16.00**
0373 - JP-1 Truancy Program Fund		
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	20.00
	0373 - JP-1 Truancy Program Fund Total:	**20.00**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2021 - 10/31/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-1-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,610.00
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	8.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	160.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	8,421.35
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	16.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	24.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-1-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	805.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	75.00
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.30
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	60.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	5,053.64
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	8.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-1-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	966.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	4,600.00
	0399 - State Agency Fund Total:	**21,807.29**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	1,300.00
	JP BOND Total:	**1,300.00**
	Fee Totals for All Funds:	**61,702.23**

Payment Report - Fee Code Summary

Transaction Date: **10/01/2021 - 10/31/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	390.15	83	0.00	0	0.00	0	390.15	83
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	75.00	16	0.00	0	0.00	0	75.00	16
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	229.00	48	0.00	0	0.00	0	229.00	48
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	8,421.35	143	0.00	0	0.00	0	8,421.35	143
2020CDF	Compliance Dismissal Fine	160.00	16	0.00	0	0.00	0	160.00	16
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	449.05	49	0.00	0	0.00	0	449.05	49
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,943.60	146	0.00	0	0.00	0	1,943.60	146
2020LTF	Local Traffic Fine (TC 542.403)	303.22	108	0.00	0	0.00	0	303.22	108
2020STF	State Traffic Fine (TC 542.4031)	5,053.64	108	0.00	0	0.00	0	5,053.64	108
2020TPF	Time Payment Fee CCP 102.030	62.01	5	0.00	0	0.00	0	62.01	5
ADMIN	Administration Fee [CCP 102.072]	6.00	3	0.00	0	(2.00)	1	4.00	4
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	25.00	5	0.00	0	(5.00)	1	20.00	6
CB	Cash Bond	1,300.00	5	0.00	0	0.00	0	1,300.00	5
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	200.00	5	0.00	0	(40.00)	1	160.00	6
CCOP	Civil Copies	8.00	8	0.00	0	0.00	0	8.00	8
CERT	Certified Copy	7.25	2	0.00	0	0.00	0	7.25	2
CFINE	County Fine	18,581.70	94	0.00	0	(7.90)	1	18,573.80	95
CHS	Courthouse Security Fee (CCP 102.017)	15.00	5	0.00	0	(3.00)	1	12.00	6
CHSJC	JP Security Fee (CCP 102.017)	5.00	5	0.00	0	(1.00)	1	4.00	6
CONT1	Constable Service Fee Pct #1	7,070.00	72	0.00	0	0.00	0	7,070.00	72
COPIES	Certified Copies	15.00	3	0.00	0	0.00	0	15.00	3
CSSF	Child Safety School Fee (CCP 102.014(c))	1,522.63	65	0.00	0	0.00	0	1,522.63	65
DDF	Deferred Disposition Fee	1,665.58	17	0.00	0	0.00	0	1,665.58	17
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	7.90	1	0.00	0	0.00	0	7.90	1
EFF	Electronic Filing Fee	1,610.00	161	0.00	0	0.00	0	1,610.00	161
IDF	Indigent Defense Fee (LGC 133.107)	10.00	5	0.00	0	(2.00)	1	8.00	6
ISF	Indigent Legal Services Fee	966.00	161	0.00	0	0.00	0	966.00	161
JCF	Civil Filing Fee	3,850.00	154	0.00	0	0.00	0	3,850.00	154
JCTF	Judicial/Court Training Fee Due to State	805.00	161	0.00	0	0.00	0	805.00	161

Payment Report - Fee Code Summary

Transaction Date: **10/01/2021 - 10/31/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JCTF	Justice Court Technology Fee (CCP 102.0173)	20.00	5	0.00	0	(4.00)	1	16.00	6
JFR	Jury Reimbursement Fee (CCP 102.0045)	20.00	5	0.00	0	(4.00)	1	16.00	6
JTP	Juvenile Truancy Program (CCP 102.0174)	25.00	5	0.00	0	(5.00)	1	20.00	6
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	5.00	5	0.00	0	(1.00)	1	4.00	6
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	5.00	5	0.00	0	(1.00)	1	4.00	6
JURY	Jury Fee	110.00	5	0.00	0	0.00	0	110.00	5
JUSFC	Judicial Support Fund - County (LGC 133.105)	3.00	5	0.00	0	(0.60)	1	2.40	6
JUSFS	Judicial Support Fund - State (LGC 133.105)	27.00	5	0.00	0	(5.40)	1	21.60	6
MISCOP	Miscellaneous Copy Fees	5.75	5	0.00	0	0.00	0	5.75	5
MVF	Moving Violation Fee (CCP 102.022)	0.40	4	0.00	0	(0.10)	1	0.30	5
SCFF	Small Claims Filing Fee	175.00	7	0.00	0	0.00	0	175.00	7
SFMCWV	State Fine - Motor Carrier Weight Violation	4,600.00	4	0.00	0	0.00	0	4,600.00	4
STF	State Traffic Fee (TC 542.4031)	90.00	3	0.00	0	(30.00)	1	60.00	4
UFA	Uniform Traffic Act (TC 542.403)	9.00	3	0.00	0	(3.00)	1	6.00	4
WARC1	Warrant Fee - Constable Pct. 1	100.00	2	0.00	0	0.00	0	100.00	2
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	55.00	11	0.00	0	0.00	0	55.00	11
WSF1	JP1 - Writ Service Fee	1,650.00	11	0.00	0	0.00	0	1,650.00	11
WSF3	JP3 - Writ Service Fee	150.00	1	0.00	0	0.00	0	150.00	1
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		61,817.23	1,747	0.00	0	(115.00)	17	61,702.23	1,764

Commissioners Court - Regular Session **12.**

Meeting Date: 12/07/2021

Lone Star Water

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on reappointing Hollis Bone to continue to serve as one of the two Williamson County directors on the governing body of the Lone Star Regional Water Authority with such appointment being for a three-year term commencing effective September 1, 2021 and continuing thereafter until September 1, 2024.

Background

Hollis Bone filled the prior vacancy left by Landy Warren who resigned effective July 25, 2018. Mr. Bone has the financial background and overall business experience needed to serve on the Board.

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	11/22/2021 08:01 AM
Form Started By: Hal Hawes		Started On: 11/19/2021 04:44 PM
Final Approval Date: 11/22/2021		

Commissioners Court - Regular Session **13.**

Meeting Date: 12/07/2021

Dr. Barta Amd

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement to Amend Williamson County Professional Services Agreement for Medical Services at the Williamson County Jail between Williamson County and Dr. Adam Barta, M.D.

Background

This amendment adds a provision to the agreement that provides for the county's prior procurement of an insurance policy and sets forth that Williamson County is an additional insured.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amend - Dr. Barta Wilco Jail

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/23/2021 03:39 PM
Form Started By: Hal Hawes		Started On: 11/23/2021 12:40 PM
Final Approval Date: 11/23/2021		

AGREEMENT TO AMEND
WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT
FOR MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2021

Provider: Adam Barta, M.D.

Provider's Mailing Address:

Adam Barta, M.D.
4216 Venado Drive
Austin, Texas 78731

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Mike Gleason
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

I.
Professional Services Agreement Subject of this Agreement to Amend

The agreement subject of this Agreement to Amend is that certain Professional Services Agreement for Medical Services at the Williamson County Jail dated December 20, 2011, being executed by and between Provider and County, wherein Provider agreed to provide medical services for the inmates of the Williamson County Jail (the "Agreement").

II.
Amendment of Agreement Terms, Covenants and Conditions

A. Provider and County hereby agree to amend the Agreement by adding the following Article XVIII. INSURANCE REQUIREMENTS:

The parties shall comply with the following insurance requirements during this Agreement:

1. Coverage and Coverage Limits. County, at County's sole cost, shall, while this Agreement

is in effect, provide and maintain Medical Professional Liability Insurance for the services to be provided by Provider in the amount of **$250,000.00 per claim with an Annual Aggregate of $500,000.00 for all claims**.

2. Additional Insureds. County, its directors, officers and employees shall be added as additional insureds under the policy required under this Agreement.

B. Provider and County hereby agree to amend the Agreement by adding the following Article XIX. LIMITATION OF LIABILITY:

To the extent authorized by law, neither party or its respective officials, officers, agents, employees and representatives shall be liable to the other party for any consequential, special, exemplary or punitive damages suffered or incurred by either party and its respective officials, officers, agents, employees and representatives as a result of the actions or omissions of a party hereto.

III.
Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement to Amend or any prior amendments contradict or conflict with the terms of this Agreement to Amend, the terms of this Agreement to Amend shall control. All other existing terms, covenants and conditions of the Agreement and any other prior amendments and extensions thereto shall remain in full force and effect during the term or the Agreement or any Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

_____
Bill Gravell, Jr.
Williamson County Judge

PROVIDER:

Adam Barta, M.D.

By: _____

Printed Name: _____

Adam Barta MD

Commissioners Court - Regular Session **14.**

Meeting Date: 12/07/2021

Dr. Kahn Amd

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement to Amend Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail between Williamson County and Dr. Ghulam M. Khan, M.D.

Background

This amendment adds a provision to the agreement that provides for the county's prior procurement of an insurance policy and sets forth that Williamson County is an additional insured.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amd - Dr. Kahn Wilco Jail

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/23/2021 03:39 PM
Form Started By: Hal Hawes		Started On: 11/23/2021 12:42 PM
Final Approval Date: 11/23/2021		

AGREEMENT TO AMEND
WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT
FOR PSYCHIATRIC MEDICAL SERVICES
AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2021

Provider: Ghulam M. Khan, M.D.

Provider's Mailing Address:

Ghulam M. Khan, M.D.
56 East Avenue
Austin, Texas 78701

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Mike Gleason
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

I.
Professional Services Agreement Subject of this Agreement to Amend

The agreement subject of this Agreement To Amend Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail ("Extension Agreement") is that certain Professional Services Agreement For Psychiatric Medical Services at the Williamson County Jail, being executed by and between Provider and County in the year of 2013, wherein Provider agreed to provide psychiatric services for the inmates of the Williamson County Jail (the "Agreement").

II.
Amendment of Agreement Terms, Covenants and Conditions

A. Provider and County hereby agree to amend the Agreement by adding the following Article XVIII. INSURANCE REQUIREMENTS:

The parties shall comply with the following insurance requirements during this Agreement:

1. Coverage and Coverage Limits. County, at County's sole cost, shall, while this Agreement is in effect, provide and maintain Medical Professional Liability Insurance for the services to be provided by Provider in the amount of **$200,000.00 per claim with an Annual Aggregate of $600,000.00 for all claims**.
2. Additional Insureds. County, its directors, officers and employees shall be added as additional insureds under the policy required under this Agreement.

B. Provider and County hereby agree to amend the Agreement by adding the following Article XIX. LIMITATION OF LIABILITY:

To the extent authorized by law, neither party or its respective officials, officers, agents, employees and representatives shall be liable to the other party for any consequential, special, exemplary or punitive damages suffered or incurred by either party and its respective officials, officers, agents, employees and representatives as a result of the actions or omissions of a party hereto.

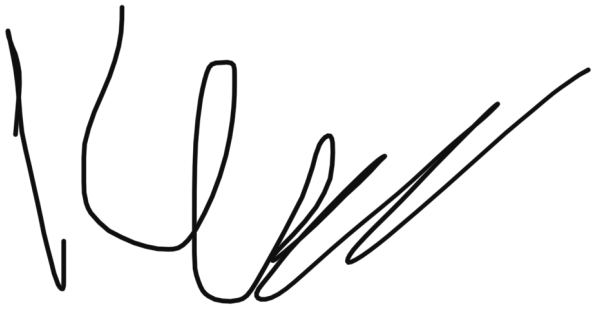
III.
Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement to Amend or any prior amendments contradict or conflict with the terms of this Agreement to Amend, the terms of this Agreement to Amend shall control. All other existing terms, covenants and conditions of the Agreement and any other prior amendments and extensions thereto shall remain in full force and effect during the term or the Agreement or any Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas



_____
Bill Gravell, Jr.
Williamson County Judge

PROVIDER:

By: _____
Printed Name: Ghulam M. Khan, M.D.

Commissioners Court - Regular Session **15.**

Meeting Date: 12/07/2021

Benefits - Authorize Contract Renewal for Stop Loss Insurance with United Healthcare

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 renewal of United Healthcare Stop Loss Insurance with the provider United Healthcare Insurance Company for the term of January 1, 2022 through December 31, 2022, which incorporates the plan changes, designs, plan rates, revenue and expenses that were approved by the Williamson County Benefits Committee on May 28, 2020, approved in Commissioners Court on June 23, 2020, and incorporated into the budget on August 25, 2020.

Background

This is the Stop Loss Insurance renewal for United Healthcare in support of Williamson County. The department point of contact is Shelley Loughrey, Director of Benefits Administration. This is in the FY22 budget under Stop Loss Insurance, 01.0885.0885.004057. Budgeted $1,505,226.00

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Stop Loss Rider 1.01.2022

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 10:26 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 10:27 AM
Form Started By: Johnny Grimaldo		Started On: 12/01/2021 02:07 PM
Final Approval Date: 12/02/2021		

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

AMENDMENT NO. 3

Amendment to be attached to and made a part of Group Policy No. GA-911463AL, issued by UnitedHealthcare Insurance Company (herein called "Company") to Williamson County (herein called "Policyholder").

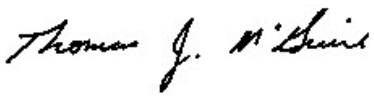
It is agreed by and between the Company and the Policyholder that

1. The page entitled "Schedule Of Benefits" as contained in the Policy is hereby replaced with the attached page entitled "Schedule Of Benefits".
2. This Amendment will hereby be effective as of January 1, 2022.

UnitedHealthcare Insurance Company



William J Golden, President



Thomas J. McGuire, Secretary

ACCEPTED BY: _____

Title: _____

Date: _____

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

SCHEDULE OF BENEFITS

This Schedule of Benefits is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Policyholder: Williamson County

Policy Number: GA-911463AL

Effective Date: January 1, 2022

Administrator: United HealthCare Services, Inc.

Coverage specified herein is applicable only during the Policy Period from January 1, 2022 through December 31, 2022, and is further subject to all terms and conditions of this Policy.

SPECIFIC EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from October 1, 2017 through December 31, 2022 and Paid from January 1, 2021 through December 31, 2022.

Specific Deductible per Covered Person: $300,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited

Specific Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Specific Excess Loss Premium: $76.39 per subscriber per month

AGGREGATE EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from October 1, 2017 through December 31, 2022 and Paid from January 1, 2021 through December 31, 2022.

Aggregate Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Aggregate Percentage Reimbursable: 100%

Maximum Aggregate Benefit: $2,000,000 per Policy Year

Minimum Annual Aggregate Deductible: $23,775,387 or 95% of the first Monthly Aggregate Deductible amount times 12, whichever is greater

Maximum Covered Expenses per Covered Person accumulating toward the Maximum Aggregate Benefit: $300,000

Monthly Aggregate Factors: $1,333.48 per subscriber

Aggregate Excess Loss Premium: $4.33 per subscriber per month

EXPERIENCE REFUND ENDORSEMENT

Policyholder: Williamson County

Effective Date: January 1, 2019

In consideration for the premium shown in the Schedule of Excess Loss, the Excess Loss Insurance Policy (the "Policy") will be revised with the addition of Experience Refund Provision.

EXPERIENCE REFUND

The Company will pay the Policyholder an Experience Refund of 25% of Net Profit if the Company issues the Policyholder a Policy/Amendment that provides insurance for a Subsequent Policy Period and insurance is continuous from the first day of the Policy Period through the entire Subsequent Policy Period.

NET PROFIT

Net Profit is calculated as:

a. 60% of the sum of all premiums paid by the Policyholder for the Specific Excess Loss Insurance for the Policy Period; minus

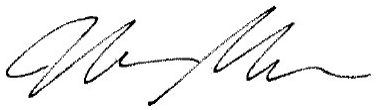
b. the sum of all Specific Excess Loss Insurance claims for the Policy Period.

CALCULATION OF REFUND

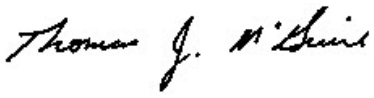
Company will calculate and send to the Policyholder, the Experience Refund, if due, 6 months after the end of the Policy Period. A premium credit in the amount of the Experience Refund will be applied to the next available bill.

If Specific Excess Loss Insurance claims are paid after an Experience Refund has been paid to the Policyholder, and such claims relate to the Policy Period for which the Experience Refund has been paid a new Net Profit will be calculated and the Policyholder shall reimburse Company for any reduction in the Experience Refund within thirty (30) days after written notice by the Company. Company may, at its option be reimbursed for any reduction on a previously paid Experience Refund by subtracting the reduced amount from any future payable claim.

All other provisions of the Excess Loss Insurance Policy remain unaffected by this Endorsement.



William J Golden, President



Thomas J. McGuire, Secretary

Commissioners Court - Regular Session **16.**

Meeting Date: 12/07/2021

FY21 CSCD Statement of Financial Position

Submitted For: Melissa Ramos **Submitted By:** Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the filing of the Williamson County Community Supervision and Corrections Department (Adult Probation) FY21 Statement of Financial Position pursuant to the Texas Local Government Code §140.004.

Background

Pursuant to Section 140.004 of the Texas Local Government Code, the Williamson County Community Supervision and Corrections Department (Adult Probation) is required to file with the Commissioners Court of Williamson County the Statement of Financial Position for the previous fiscal year. Filed with the Court is the Community Supervision and Corrections Department (Adult Probation) Statement of Financial Position for FY21.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fin Position

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2021 04:10 PM
Form Started By: Melissa Ramos		Started On: 12/01/2021 02:30 PM
Final Approval Date: 12/01/2021		

Texas Department of Criminal Justice - Community Justice Assistance Division
Williamson County Community Supervision & Corrections Department

COMBINED STATEMENT OF FINANCIAL POSITION
August 31, 2021

ASSETS

CASH

Reconciled Bank Balance @ 8/31/21	$1,426,346.51	
Petty Cash	$400.00	
Change Drawer	$200.00	
Time Deposits	$211,485.90	

ACCOUNTS RECEIVABLE

Supervision Fees	$82,428.65	
Due From CJAD	$0.00	
Other	$42,638.85	

PREPAID EXPENSES

Prepaid Expenses	$455.00	
TOTAL ASSETS		**$1,763,954.91**

LIABILITIES

ACCOUNTS PAYABLE

Basic Supervision-Operations	$169,464.30	
Community Corrections Program-Operations	$30,649.03	
Diversion Target Programs--Residential	$85,964.43	
Diversion Target Programs--Non-Residential	$24,117.85	
TAIP	$6,044.39	

DUE TO TDCJ-CJAD

Basic Supervision	$0.00	
Community Corrections Programs	$104,242.78	
Diversion Target Programs--Residential	$650,821.00	
Diversion Target Programs--Non-Residential	$39,296.50	
TAIP	$40,197.74	
TOTAL LIABILITIES		**$1,150,798.02**

FUND BALANCES

Basic Supervision @ 8/31/21	$613,156.89	
Community Corrections Program @ 8/31/21	$0.00	
Diversion Target Program @ 8/31/21	$0.00	
TAIP @ 8/31/21	$0.00	
TOTAL FUND BALANCES		**$613,156.89**

TOTAL FUND BALANCES AND LIABILITIES **$1,763,954.91**

Jameson Pennington Electronically Signed — 11/29/2021

Director/Grant Recipient — Date

Jameson Pennington, Interim Director CSCD Williamson County

11/29/2021

Fiscal Officer — Date

Jerri L. Jones, County Auditor

Commissioners Court - Regular Session **17.**

Meeting Date: 12/07/2021

Baylor Scott & White Health Covid 19 Testing Termination

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Receive into minutes notice letter from Baylor Scott & White Health regarding termination of Agreement for Coronavirus Disease (COVID-19) Testing for Williamson County Emergency Medical Services Personnel with effective termination date of November 30, 2021.

Background

The attached letter was received from Baylor Scott & White Health in regards to the agreement for Testing Services provided under CARES funding. This will note in the minutes the Notice of Termination.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Baylor Scott & White Health Termination Notice COVID Testing

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/30/2021 04:39 PM
Form Started By: Julie Kiley		Started On: 11/30/2021 12:13 PM
Final Approval Date: 11/30/2021		

BaylorScott&White HEALTH

Michael D. Anderson
Vice President | Assistant General Counsel
301 N. Washington Avenue
Dallas, Texas 75246
214-820-7641
www.baylorscottandwhite.com

November 19, 2021

Williamson County
Attention: Bill Gravel, Jr.
710 Main Street
Suite 101
Georgetown, Texas 78626

Via Email and FedEx

Re: Professional Services Agreement for Coronavirus Disease (COVID-19) Testing for Williamson County Emergency Medical Services Personnel between Williamson County, Texas and Baylor Scott & White Health, dated on or about June 16, 2020, and its Extension Agreement between Williamson County, Texas and Baylor Scott & White Health, dated July 28, 2021 (collectively, "Agreement")

Dear Mr. Gravel:

This letter constitutes written notice of Baylor Scott & White Health's election to terminate the Agreement in accordance with Section X of the above-referenced Agreement. The effective date of the termination of said Agreement shall be November 30, 2021. Please contact me to address any questions or payment matters.

Sincerely,

Michael D. Anderson

Cc: Jay Fox, Baylor Scott & White Health

Commissioners Court - Regular Session **18.**

Meeting Date: 12/07/2021

Purchase Moving Storage Boxes & Organizing of Shelving & Storage System at Inner Loop from Tab Products for IT Department

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the services contract between TAB Products Co. LLC and Williamson County for the moving of storage boxes and organizing of shelving and storage system at the Inner Loop in the amount of $6,967.

Background

Approval of this item will support the operations of the Williamson County IT Department and warehouse at the Inner Loop Building. Services contract including the quote is attached. The move will consist of Disassembly of (39) sections of pallet racks, (8'w x 4'd x 15'h) and rearrange in four separate rows plus using (four additional posts) and store the balance of the equipment there. Three (3) quotes have been obtained. Vendor is honoring the pricing of the quote. Legal, contract audit, and budget have reviewed this purchase. This expenditure will be charged to FY22 01.0390.0390.004509. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 10:14 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 10:25 AM
Form Started By: Erica Smith		Started On: 11/18/2021 10:57 AM
Final Approval Date: 12/02/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR MOVING STORAGE BOXES & ORGANIZING OF SHELVING & STORAGE SYSTEM

(Warehouse, 301 SE Interloop, Georgetown, TX)

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, and the Texas Health & Safety Code.

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 **TAB Products Co. LLC, 2301 W. Anderson Lane, Suite S, Austin, TX 78757** (hereinafter "Service Provider"). 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:

A. Fee proposal dated September 30, 2021, which is designated as Exhibit "A" and incorporated herein as if copied in full; and

B. Any required insurance certificates.

Should The County choose to add services in addition to those described in above, 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.

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.

III.

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.

IV.

No Assignment: Service Provider may not assign this contract.

V.

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.

VI.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposals:

A. Fee proposal dated September 30, 2021, which is marked as Exhibit "A" and incorporated herein as if copied in full; and

B. Any required insurance certificates.

The not-to-exceed amount under this agreement is $6,967.00, unless amended by a change order and approved by the Williamson County Commissioners Court. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises,*	$1,000,000	$1,000,000

completed operations and contractual)

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.

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

X.

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

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof.

XII.

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

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific

project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

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

XV.

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

XVI.

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:

_____
Authorized Signature
Date: _____, 2021

SERVICE PROVIDER:
Tab Products Co, LLC

Betsy Stieblow
Authorized Signature
Date: 11/18, 2021

Exhibit "A"

(TAB fee proposal dated 9/30/21 and incorporated herein as if copied in full)

TAB

Space Planning Consultations, File Conversions and Relocations
Bar-Code Tracking Systems and Color Label Systems
Records and Document Management Software
Color-Coded Filing and Custom Folders
High Density Mobile Storage Systems

Williamson County Warehouse
301 SE Interloop, Georgetown, TX 78626
Attn: Tony Hill, 512-943-3314

DATE: 09-30-21

QUOTATION #: [redacted]

Rene' Drouin 512-633-2446
MOBILE:

IN RESPONSE TO YOUR INQUIRY, WE SUBMIT THE FOLLOWING QUOTATION:

QUANTITY	DESCRIPTION	EACH	PRICE
1 LOT	Disassemble (39) sections of pallet racks, (8'w x 4'd x 15'h) and rearrange in four separate rows plus using (four additional posts) and store the balance of the equipment there.		
	Net investment to client		$6,967.00
	Tony, thank you for this opportunity.		

TERMS: Net 30	**F.O.B.: Destination**	**EST. SHIP DATE: N/A**
PREPARED BY: ***Rene Drouin***		**ACCEPTED BY:**

PRICE HONORED FOR 60 **DAYS**

CONFIDENTIALITY NOTICE: This page and the accompanying documents contain information for a specific individual and purpose. This information is private and protected by law. Any disclosure, copying or distribution is strictly prohibited.

Commissioners Court - Regular Session **19.**

Meeting Date: 12/07/2021

Award RFQ #21RFSQ2 New District Court Chambers Design and Engineering to Reliance Architecture, LLC

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFQ #21RFSQ2 Criminal Justice Center New District Court Chambers Design and Engineering to finish-out shell space to create Judge's Chamber to Reliance Architecture, LLC in the amount of $15,380.00 and authorize execution of the agreement. Funding Source is P515.

Background

Reliance Architecture, LLC is recommended for award on an as-needed basis through RFQ 21RFSQ2 as they have demonstrated success and experience with public projects and specifically Justice Center projects. Trenton Jacobs is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 08:48 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 09:16 AM
Form Started By: Johnny Grimaldo		Started On: 12/01/2021 01:57 PM
Final Approval Date: 12/02/2021		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **CJC New District Court Chambers** ("Project")

ARCHITECT/ ENGINEER: **Reliance Architecture, LLC** ("A/E")
Antonio Naylor, AIA, ALEP, Principal Architect
1306 Barrington Dr.
Austin, TX 78753

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 **finish-out shell space to create judge's chambers for the new District Court in the Justice Center**; 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 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 **Fifteen Thousand, Three Hundred Eighty Dollars ($ 15,380)** 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 **One Hundred Fifty-Four Dollars ($ 154)**.

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 **Six Hundred Fifteen Dollars ($615)**.

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:

Reliance Architecture, LLC ("A/E")
Antonio Naylor, AIA, ALEP, Principal Architect
1306 Barrington Dr.
Austin, TX 78753

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: **Reliance Architecture, LLC** ("A/E")
1306 Barrington Dr.
Austin, TX 78753

Attention: Antonio Naylor, AIA, ALEP
Principal Architect

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 requirements 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:
Reliance Architecture, LLC

By: _____
Signature

Antonio Naylor
Printed Name

President
Title

Date Signed: 11/18/2021

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

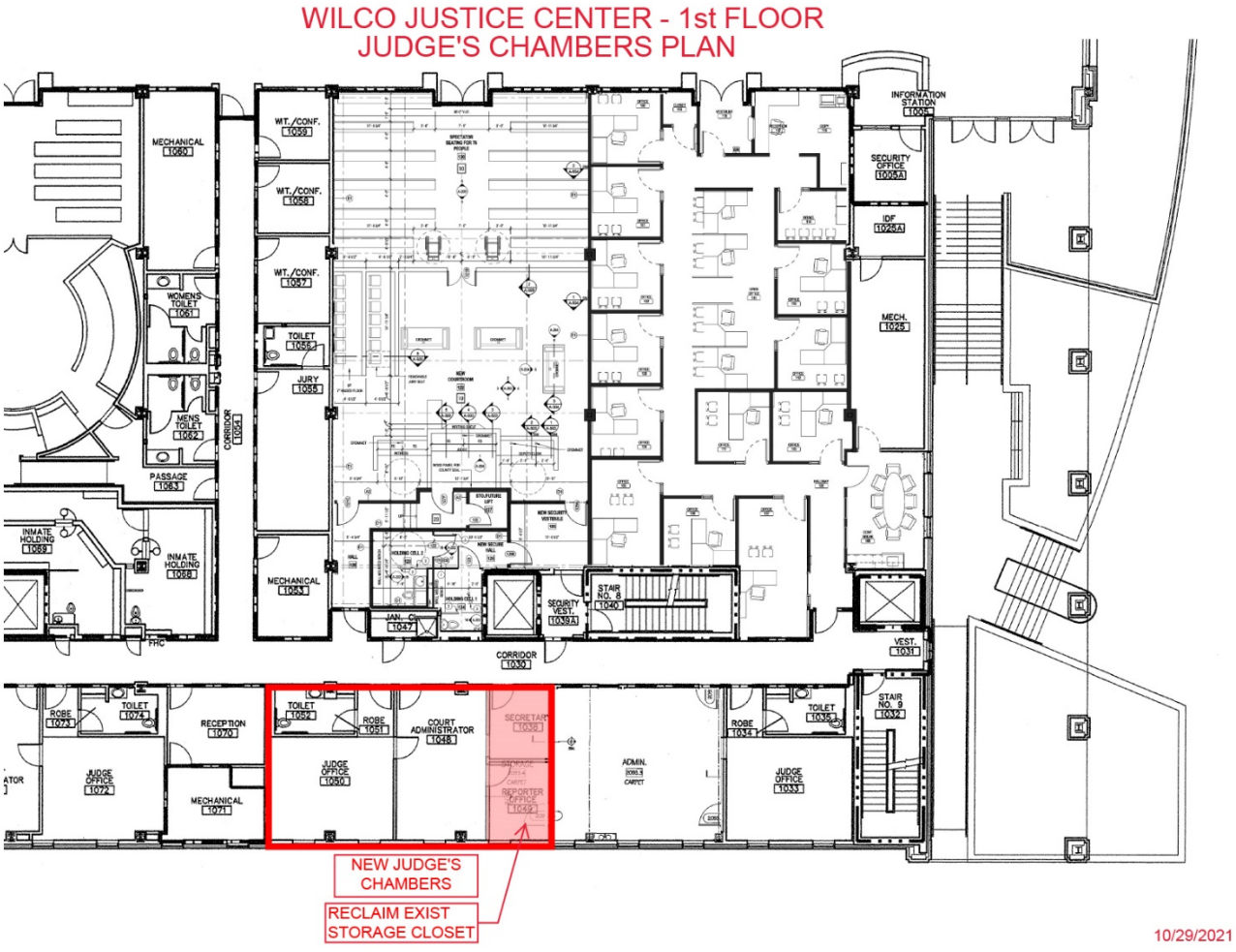
BASIC SCOPE OF SERVICES

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 architectural and engineering practices:

SCOPE OF WORK:

Williamson County Justice Center
405 MLK
Georgetown, TX 78626
P515



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 architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site 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. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. 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.

F. 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:		**$**	**15,380**	100%
100%	**Reliance Architecture**	**$**	**15,380**	
Phase I - SCHEMATIC DESIGN		**$**	**1,650**	11%
	Reliance Architecture	$	1,650	
Phase II - DESIGN DEVELOPMENT		**$**	**3,140**	20%
	Reliance Architecture	$	3,140	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**6,300**	41%
	Reliance Architecture	$	6,300	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**-**	0%
	Reliance Architecture	$	-	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**990**	6%
	Reliance Architecture	$	990	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**3,300**	21%
	Reliance Architecture	$	3,300	
Phase VII - PROJECT CLOSE-OUT		**$**	**-**	0%
	Reliance Architecture	$	-	

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.

Reliance Architecture

2019 Rate Schedule 1/8/2019

Architecture

Raw Cost Multiplier: 0%

Position	*Name*	*Billing Rate*
Principal in Charge	Antonio Naylor	$165 / HR
Principal	Clifton Stuckey	$165 / HR
Project Architect	Kimberly Thompson	$150 / HR

Mechanical , Plumbing & Electrical Engineering

Raw Cost Multiplier: 0%

Position	*Name*	*Billing Rate*
Principal in Charge	Byron or Buck Hendrix	$220 / HR
Sr. Engineer	Byron or Buck Hendrix	$185 / HR
Engineer (PE)	Philip Peeples	$160 / HR
Project Manager	Larry Millican, Keith Mayes, Craig Harris, Ricky Davidson	$150 / HR
Computer Aided Designer	Julie Ruttenberg, Jesus Valdez	$90 / HR
Administrative/Clerical	Gina Bunch, Becky Mayes	$70 / HR

Structural Engineering: M&S Engineering

Raw Cost Multiplier: 0%

Position	Name	Billing Rate
Structural Engineering Lead	Amy Stone	$160 / HR
Structural Engineer In training	Jeff Wilks	$105 / HR
Drafter	Kevin Vogler	$80 / HR

Civil Engineering: M&S Engineering

Raw Cost Multiplier: 0%

Position	*Name*	*Billing Rate*
Project Manager III	Jen Henderson, P.E.	$170 / HR
Senior Technician IV	Adam Reilly	$120 / HR
Principal Engineer I	Steven Widacki	$190 / HR
Engineer In Training	Eric Wooten	$100 / HR

Interior Design: Edwrds + Mulhausen

Raw Cost Multiplier: 0%

Position	*Name*	*Billing Rate*
Principal	Harmony A Edwards-Canfield	$150 / HR
Senior Interior Registered Designer	Krystal Lucero	$135 / HR
Project Designer	Jenni Jacobs	$110 / HR

Landscape Architect: Circle V

Raw Cost Multiplier: 0%

Position	*Name*	*Billing Rate*
Founder, Lead Landscape Architect	Jaime Sims	$100 / HR

Technology Consultant: True North Group

Raw Cost Multiplier: 0%

Position	*Name*	*Billing Rate*
Principal in Charge	Jon Martin	$185 / HR
Principal	Tony Chojnowski/Ricki Fisher	$185 / HR
Senior Consultant	Jason Anderson	$165 / HR
Technology Consultant	Jeff Crabb	$150 / HR
Technology Drafter	Laura Burk	$70 / HR

Roofing and Building Envelope Consultant: Hollon+Cannon

Raw Cost Multiplier: 0%

Position	*Name*	*Billing Rate*

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within Seven Hundred Thirty **(730) 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	**11/23/21**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	12/07/21
30% Plans, Specifications and Estimate deliverables	01/06/22
County written authorization to proceed to next phase	01/18/22
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	03/19/22
County written authorization to proceed to next phase	03/31/22
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	05/26/22
Complete Plans, Specifications and Estimate deliverables	06/29/22
County written authorization to proceed to next phase	07/11/22
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	07/18/22
Plans submittal to TDLR and Permit application submittal to City	07/25/22
Construction Permits received from City	08/24/22

Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	08/31/22
County advertises project for Bid	09/14/22
Contract Award	10/14/22
Phase VI - CONSTRUCTION ADMINISTRATION⚜	
Contractor Notice to Proceed	10/21/22
Construction Substantial Completion	10/21/23
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	11/20/23
Agreement Termination Date	**11/23/23**

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

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

Reliance Architecture, LLC

Signature of Certifying Official

ANTONIO NAYLOR

Printed Name of Certifying Official

PRESIDENT

Title of Certifying Official

11/18/2021

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 Antonio Naylor (Signatory Name) the President (Signatory Title) of Reliance Architecture, LLC (Entity Name), on behalf of said firm.

NOTARY PUBLIC STATE OF TEXAS
W D Danzoy
My Commission Expires
03/17/2022
ID No. 6548612

Notary Public in and for the
State of Texas

My commission expires: 03/17/2022

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session **20.**

Meeting Date: 12/07/2021

L.E. Drop Center Change Order 2-Chasco

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 Chasco Contractors, Ltd., Change Order No. 2 for the Williamson County L.E. Drop Center (418P) This change order is for additional scope items not included in the original lump sum price due to ongoing revisions. This is a no cost change order with funding from “Scope Remaining to Procure” from the schedule of values.

Background

This change order is for additional services added to the original scope of work. There is no additional cost nor additional days added to substantial completions. Department point of contact is Tom Stanfield. On October 19, 2021, the Williamson County Commissioners Court granted Tom Stanfield, Williamson County Facilities Senior Project Manager, with general authority to approve change orders up to $50,000 in relation the Williamson County LE Drop Center, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LE Drop Chasco CO 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 09:26 AM
Form Started By: Wendy Danzoy		Started On: 12/02/2021 09:21 AM
Final Approval Date: 12/02/2021		

AIA® Document G741™ – 2015

Change Order for a Design-Build Project

PROJECT *(Name and address)*:
Williamson County L.E. Drop Center
Georgetown, TX

TO DESIGN-BUILDER *(Name and address)*:
Chasco Constructors, Ltd., L.L.P.
2801 East Old Settlers Blvd.
Round Rock, Texas 78665

CHANGE ORDER NUMBER: 2
DATE: 11-30-21

OWNER'S PROJECT NUMBER: Williamson County, Texas
DESIGN-BUILD CONTRACT DATE: September 14, 2021
DESIGN-BUILD CONTRACT FOR: Design/Build

OWNER: ☒
DESIGN-BUILDER: ☒
ARCHITECT: ☐
FIELD: ☐
OTHER: ☒

THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)

The original Contract Sum was	$	950,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	950,000.00
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	950,000.00

The Contract Time will be increased by Three (3) days.
The date of Substantial Completion as of the date of this Change Order therefore is 12-03-21

NOTE: This Change Order does not include changes in the Design-Builder's compensation, Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

Chasco Constructors, Ltd., L.L.P.	Williamson County, Texas
DESIGN-BUILDER *(Firm name)*	**OWNER** *(Firm name)*
2801 East Old Settlers Blvd. Round Rock, Texas 78665	3101 SE Inner Loop Georgetown, TX 78626
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
Beth Carpenter	Tom Stanfield
(Typed name)	*(Typed name)*
11-30-21	12/1/21
DATE	**DATE**

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User Notes: (3B9ADA5D)

CHASCO CONSTRUCTORS
P.O. BOX 1057
ROUND ROCK, TX 78680
Ph : 512-244-0600

Change Request

To: WILLIAMSON COUNTY
710 MAIN STREET
SUITE 101
GEORGETOWN, TX 78626

Number: 2
Date: 11/10/21
Job: 20-21113 LE DROP CENTER RENOVATION
Phone:

Description: Added scope through Addendum No 6

We are pleased to offer the following specifications and pricing to make the following changes:

Item#	Description	Price
01	Additional Grounds & Neutrals	$7,150.00
	ELECTRICAL	
	Deduct Allowance: MISC. ELECTRICAL WORK	
02	HVAC	$19,798.90
	HVAC	
	Deduct Allowance: MISC. HVAC WORK	
03	Changes to Fire Alarm System	$3,025.00
04	Changes to Fire Sprinkler System	$8,151.00
	Deduct Allowance: MISC. SPRINKLER WORK	
05	Added millwork per Addendum No. 6	$3,194.00
06	Added LVT and base in north entrance, breakroom, and corridor outside of RR138; Add for wall tile to 6' per CO#4; Added LVT and trsnition at west entrance per email 11/11/21; Add Rubber Base in all rooms marked ETR per Davids request	$2,180.00
07	Reduce Chasco Scope of Work to be procured	$-29,071.00
08	Reduce Owners Scope to be determined	$-14,427.90
	Subtotal:	$0.00
	Total:	**$0.00**

If you have any questions, please contact me at .

Submitted by: Beth Carpenter
CHASCO CONSTRUCTORS

Approved by: _____
Date: _____

Commissioners Court - Regular Session **21.**

Meeting Date: 12/07/2021

SO Special Ops SAM WA8

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 Surveying and Mapping Work Authorization No. 8 for the Williamson County Sheriffs' Office Special Ops Renovations (ARPA 445P). This authorization is for a survey to be performed on the Williamson County Facility at the intersection of 7 th St. and Holly St. Funding for this project will be under ARPA 445P.445A.12.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM WA8

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/24/2021 02:10 PM
Form Started By: Wendy Danzoy		Started On: 11/24/2021 01:53 PM
Final Approval Date: 11/24/2021		

WORK AUTHORIZATION NO. 8
PROJECT: GEORGETOWN 7TH/HOLLY FENCE SURVEY

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

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$7,546.00**.

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

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

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

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

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

Part 8. Due to a portion of the Project funding being from ARPA funding, the parties agree that the Attachment "E" – "CARES And ARPA Funding Mandates Legal Compliance" shall be incorporated into the Contract and this Work Authorization.

EXECUTED to be effective on the date of the last party's signature below.

SURVEYOR:	COUNTY:
Surveying And Mapping, LLC (SAM)	
By:_____	By:_____
Signature	Signature
Donald J. Zdancewicz, RPLS	_____
Printed Name	Printed Name
Senior Project Manager	_____
Title	Title
December 3, 2021	_____
Date	Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment E - CARES And ARPA Funding Mandates Legal Compliance

Attachment A - Services to be Provided by County

The County shall:

A. Designate a project manager to serve as the County's point of contact with the Surveyor.

B. Provide the specification requirements for all surveys.

C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in Attachment C.

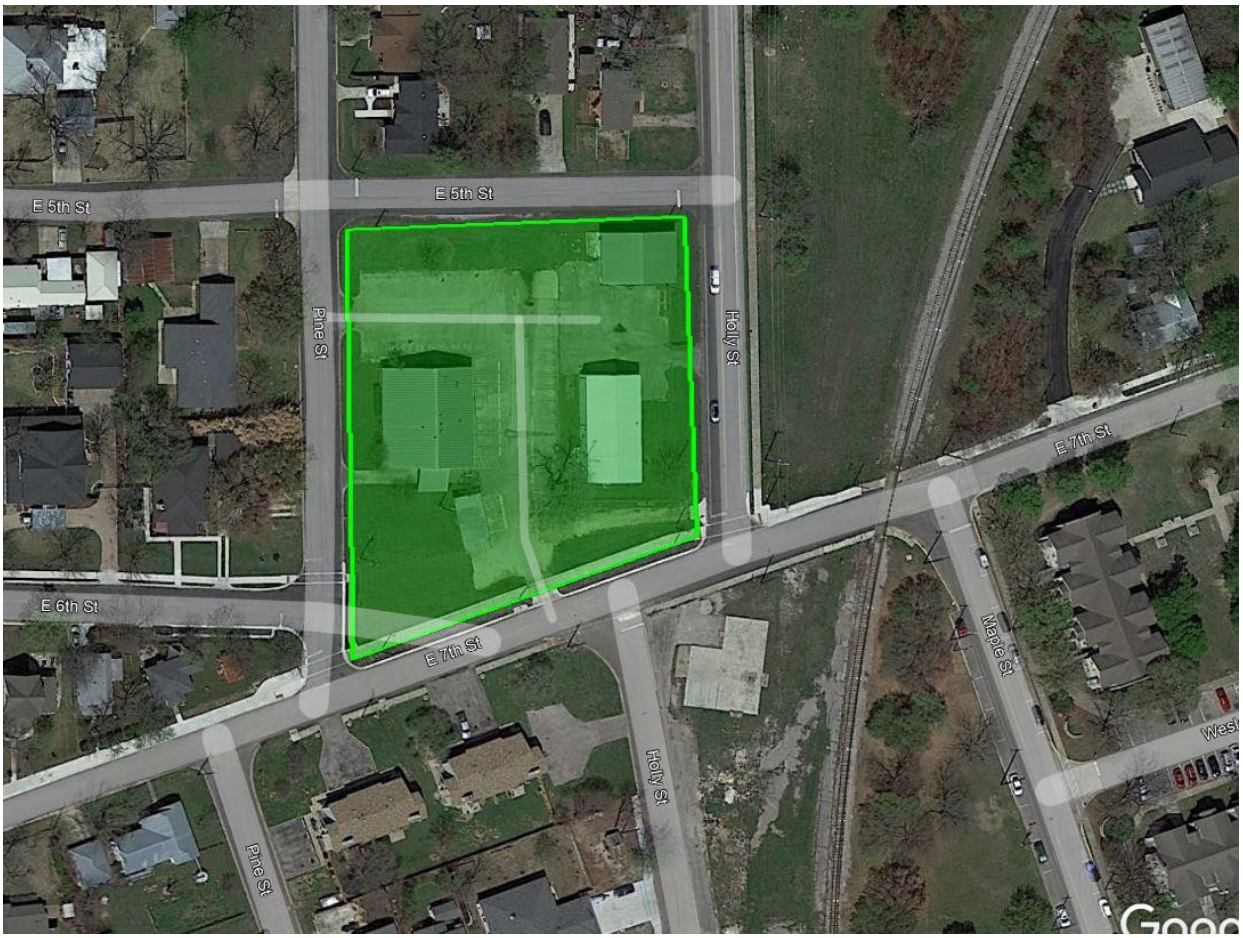
D. The horizontal datum for this project will be NAD83 (2011) Texas Coordinate System, Central zone, with a scale factor of 1.00012 or as provided by the county.

Attachment B - Services to be Provided by Surveyor (SAM)

Project Limits –

Existing Williamson County Facility located at the intersection of 7th Street and Holly Street in Georgetown, Texas. The area to be surveyed is depicted in green in Exhibit A below.

Exhibit "A"



Assumptions

Survey will be performed in accordance with the attached Survey Scope of Work, with the following assumptions. If these assumptions do not prove correct, it may require the negotiation of a supplemental agreement:

- Horizontal Datum and basis of bearings will be Texas Coordinate System, Central Zone (4203), NAD 83, and units will be U.S. Survey Feet, as derived from GPS observations and/or existing survey control in the immediate vicinity.
- Vertical Datum will be the North American Vertical Datum of 1988 (NAVD88) and units will be in U.S. Survey Feet, as derived from GPS observations and calculated using Geoid 12B, and/or existing survey control in the immediate vicinity.
- Unimpeded access to the property will be provided. Any locked gates will be made accessible to our field crews. Assumption is made that there are no delays accessing the property that would hamper our work.
- Sufficient existing monuments marking the control exist and can be found in good condition.
- Only two mobilizations will be required (one for monument recovery & one for setting corners, if necessary)
- Establishing permanent project control is outside of this scope of services. Secondary control shall be established as necessary to complete the field surveys.
- No improvements shall be located as part of this survey except if they are needed to determine the existing ROW.
- This survey will be conducted without a title commitment and no additional research for easements shall be performed.

Survey Tasks

- Upon notice to proceed, SAM shall conduct records research to determine the footprint of the existing right-of-way surrounding the subject property.
- SAM shall locate enough property corners and ROW markers in order to establish the existing ROW of East 7th St, Holly St, East 5th St, and Pine St surrounding the subject property. In the absence of sufficient markers delineating the existing ROW, field crews shall locate the center of pavement along all the surrounding streets to be used in boundary analysis.
- After conducting the initial field work, SAM shall determine the existing ROW of the streets surrounding the subject property, which will determine the property lines of said property.
- SAM shall prepare a survey plat depicting the results of the ROW/boundary determination which will assist in the fence construction.
- If any of the four corners on the subject property are not found during the initial field work, SAM shall mobilize a field crew to set any missing corners (Up to 4).

PROJECT DELIVERABLES

- PDF copy depicting results of boundary survey (Signed/Sealed by an RPLS)
- Field Cook copies in PDF format
- ASCII file of points
- If requested, SAM can provide DGN file of boundary survey

Wilco WA 8 7th/Holly Fence Survey

ATTACHMENT C - WORK SCHEDULE

Surveying and Mapping,LLC

	Week 1 (12/6)	Week 2 (12/13)	Week 3 (12/20)	Week 4 (12/27)	Week 5 (1/3)	Week 6 (1/10)	Week 7 (1/17)
Records Research							
Field Surveys							
QA/QC & Prepare Final Deliverables							
Williamson County Review							

* Dependant upon weather

ATTACHMENT D
TIME & MATERIALS PAYMENT BASIS
SURVEY SERVICES

Project: Wilco - WA 8 7th/Holly survey for fence
Proposal Number: 1019052774H

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	STAFF SURVEYOR	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	FIELD COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
Records Research				2	4					$612.00
Boundary Survey		2		2	4	16				$3,412.00
Set Corners if necessary (Up to 4)				1	1	10				$1,758.00
Final Deliverables		2		4	4					$1,152.00
										$0.00
SUB-TOTALS	0	4	0	9	13	26	0	0	0	$6,934.00
HOURS SUB-TOTALS	0	4	0	9	13	26	0	0	0	52
CONTRACT RATE PER HOUR	$180.00	$160.00	$135.00	$110.00	$98.00	$155.00	$195.00	$105.00	$75.00	
TOTAL LABOR COSTS	$0.00	$640.00	$0.00	$990.00	$1,274.00	$4,030.00	$0.00	$0.00	$0.00	$6,934.00

OTHER DIRECT EXPENSES		**# OF UNITS**	**COST/UNIT**							
Mileage (number x current state rate)		200	$0.560							$112.00
GPS Receiver		20	$25.00							$500.00
										$0.00
										$0.00
SUBTOTAL DIRECT EXPENSES										**$612.00**

SUMMARY		
LABOR COSTS		$6,934.00
NON-SALARY (OTHER DIRECT EXPENSES)		$612.00
TOTAL SAM SURVEY		**$7,546.00**

Attachment E
CARES And ARPA Funding Mandates Legal Compliance

ADDITIONAL REQUIREMENTS MAY BE APPLICABLE RELATED TO THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES) AND THE AMERICAN RESCUE PLAN ACT (ARPA) (C.F.D.A. 21027) WHERE FUNDING MANDATES LEGAL COMPLIANCE:

1. Use of Funds.
    a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
    b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
    a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
    b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

    c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
    a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
    b. Federal regulations applicable to this award include, without limitation, the following:

        i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine

are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government

employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:

        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt

policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

19. Clean Air Act and The Federal Water Pollution Control Act Compliance. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

20. Suspension and Debarment.

a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21. Recovered Materials.

a. In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program

c. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

22. Access to Records. The following access to records requirements apply to this Agreement:

a. The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents,

papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. Use of DHS Seals and Related Items. The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

24. Compliance with Federal Law and FEMA Rules. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

25. Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended). Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

26. No Federal Government Obligations. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

27. False Claims Act Compliance and Program Fraud Prevention. The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

Commissioners Court - Regular Session **22.**

Meeting Date: 12/07/2021

SAM 2586 WA9 CR 118

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 9 in the amount of $32,505.00 to expire on May 31, 2022 under Williamson County Contract for Surveying Services between Surveying And Mapping and Williamson County dated May 19, 2020 for Design Survey for CR 118 Corridor. Funding source: P547.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 2586 WA9 CR 118

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/02/2021 10:43 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 11:03 AM
Form Started By: Vicky Edwards		Started On: 12/02/2021 09:15 AM
Final Approval Date: 12/02/2021		

WORK AUTHORIZATION NO. 9
PROJECT: Design Survey for CR 118 Corridor

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

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$32,505.00**.

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

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

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

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

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

EXECUTED this ____ day of _____, 2021.

SURVEYOR:	COUNTY:
Surveying And Mapping, LLC (SAM)	Williamson County, Texas
By: _____	By: _____
Signature	Signature
SCOTT BRASHEAR	Bill Gravell, Jr.
Printed Name	Printed Name
PROJECT MANAGER	Williamson County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

The County shall:

A. Designate a project manager to serve as the County's point of contact with the Surveyor.

B. Provide the specification requirements for all surveys.

C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in Attachment C.

D. The horizontal datum for this project will be NAD83 (2011) Texas Coordinate System, Central zone, with a scale factor of 1.0001218190 or as provided by the county.

E. Vertical values for this project will be based on NAVD88, GEOID 12B.

F. If required, SAM anticipates that Williamson County will handle problems regarding any and all refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services.

Attachment B - Services to be Provided by Surveyor (SAM)

Project Limits –

Along the proposed CR 118 Corridor from CR 119 to approximately 1,300 feet southeast of the CR 118/CR 100 intersection. Approximate project limits depicted in red below in Exhibit "A".

Exhibit "A"



Project Control

SAM shall recover and utilize the existing control points previously established during TxDOT Work Authorization conducted in summer of 2020. SAM shall establish 2 additional primary survey control points. Primary control points shall consist of 5/8" iron rods with Williamson County caps. The primary survey control points will be set in locations that will likely be undisturbed by construction or State maintenance. The project control will be placed on horizontal and vertical datums [NAD83/2011/NAVD88 values (Texas Coordinate System, Central Zone)]. All coordinates will be adjusted to surface by multiplying by a surface adjustment factor of 1.0001218190, or as provided by the County. Elevations will be derived from GPS observations using Geoid 2012B model.

Design/Topographic Survey

I. SAM will obtain design survey data within the project limits at approximate 50' intervals and major grade breaks necessary to produce a one-foot interval contour DTM. This data will typically include as follows: edge of pavement/gutter & back of curb, crown (physical centerline), roadway striping , top and bottom of drainage ditches, sidewalk, fences, guardrails, signs (with text), mailboxes, retaining walls, paved areas, buildings, driveways (with type noted), driveway pipes, visible utilities and visible evidence of underground utilities only. Design survey limits will be within the proposed ROW limits. Trees 8" and larger will be located.

Right of Entry

I. SAM shall utilize right-of-entry (ROE) for private properties as obtained during Williamson County WA 5 CR 118 ROW project for the purpose of collecting design survey data. SAM anticipates that Williamson County will handle problems regarding any and all refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. SAM shall document any interactions with property owners while performing the work.

Cross Sections

I. SAM shall collect cross section data for the creek that runs within property R020870. The cross sections shall be collected at 100 foot intervals and will extend 500 feet past either side of the proposed ROW.

Project Deliverables (same deliverables for each site)

a. 2D planimetrics & 3D DTM (Microstation V8i)
b. GPK & TIN file
c. 1-Foot Contour map in Microstation V8i DGN format
d. PDF Field Book copies
e. ASCII file of points
f. Survey Control Sheets

ADDITIONAL SERVICES - In addition to the services described in the foregoing Scope of Services, the SURVEYOR can provide additional services if requested by Williamson County, on a time and materials basis, after submittal of an estimated budget and receipt of written authorization. These additional services could include, but are not limited to, the following:

- ROW surveying and mapping services beyond that scoped herein
- Replacement of any missing control monumentation
- Subsurface Utility Engineering services.
- Additional surveying to support engineering and or architectural design, beyond the scope described herein.
- Obtaining permission to access adjoining properties.
- Providing construction surveying or layout services
- Safeguarding or maintenance of control or benchmarks during construction.

ATTACHMENT C
WORK SCHEDULE

Project: WA # 9 CR 118 Corridor Topo Survey
Proposal Number: 1019052774I

WORK SCHEDULE	WEEK 1 12/20/2021	WEEK 2 12/27/2021	WEEK 3 1/3/2022	WEEK 4 1/10/2022	WEEK 5 1/17/2022	WEEK 6 1/24/2022	WEEK 7 1/31/2022
VERIFY PROJECT CONTROL/ESTABLISH NEW							
COLLECT SURVEY							
QA/QC & PREPARE FINAL DELIVERABLES							
WILLIAMSON COUNTY REVIEW							

*DEPENDANT ON WEATHER

ATTACHMENT D
FEE SCHEDULE

Project: WA # 9 CR 118 Corridor Topo Survey
Proposal Number: 1019052774I

LABOR COSTS TASK DESCRIPTIONS	SENIOR PROJECT MANAGER	PROJECT MANAGER	STAFF SURVEYOR	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	FIELD COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
RECOVER CONTROL/ESTABLISH 2 ADDITIONAL POINTS	1	2		8	12	20		1		$5,761.00
DESIGN SURVEY	2	8		16	30	70	10	2		$19,350.00
CREEK CROSS SECTIONS	1	1		2	4	10				$2,502.00
FINAL DELIVERABLES	2	4		4	4					$1,832.00
TOTAL HOURS	6	15	0	30	50	100	10	3	0	**214**
CONTRACT RATE PER HOUR	$180.00	$160.00	$135.00	$110.00	$98.00	$155.00	$195.00	$105.00	$75.00	
SUBTOTAL LABOR COSTS	$1,080.00	$2,400.00	$0.00	$3,300.00	$4,900.00	$15,500.00	$1,950.00	$315.00	$0.00	**$29,445.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT								TOTAL COST
MILEAGE (NUMBER x CURRENT STATE RATE)	1,000	$0.56								$560.00
GPS RECEIVER	100	$25.00								$2,500.00
SUBTOTAL DIRECT EXPENSES										**$3,060.00**

SUMMARY	
LABOR COSTS	$29,445.00
NON-SALARY (OTHER DIRECT EXPENSES)	$3,060.00
TOTAL SAM SURVEY	**$32,505.00**

Commissioners Court - Regular Session **23.**

Meeting Date: 12/07/2021

Authorize Contract Renewal #2 for Asphalt Emulsions Contract No T2725 to Ergon Asphalt And Emulsions for Road and Bridge Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of Asphalt Emulsions contract #T2725, renewal option period #2, for the same pricing, terms and conditions as the existing contract with Ergon Asphalt & Emulsions, Inc. for the 12-month term of 2/4/22 – 2/3/23.

Background

The Road and Bridge Department has submitted a Vendor Performance Report (VPR) showing that vendor met all county requirements and recommended renewal of contract. The funding source is 0200.0210.003550. The department point of contact is James Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2

Renewal 1

Original Bid

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/18/2021 09:38 AM
County Judge Exec Asst.	Becky Pruitt	11/18/2021 09:44 AM
Purchasing (Originator)	Joy Simonton	12/02/2021 10:24 AM
Form Started By: Kerstin Hancock		Started On: 11/17/2021 06:49 PM
Final Approval Date: 12/02/2021		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods/Services	**Department:**	Road and Bridge
Vendor Name:	Ergon Asphalt & Emulsions, Inc.		
Vendor Address:	11612 RM 2244, BLDG 1 STE 250, Austin, TX 78738		
Purpose/Intended Use of Product or Service (summary):			
Asphalt Emulsions			
P.O./Contract Number:	T2725	**Effective Date:**	02.04.2022
Purchaser/Contract Specialist:	Kerstin Hancock	**Expiration Date:**	02.03.2023
Requested By:	Terron Evertson, County Engineer		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same price, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of two (2) one (1) year renewal option periods:**

Renewal Option Period 2	February 04, 2022 – February 03, 2023
Renewal Option Period 1	February 04, 2021 – February 03, 2022
Initial Contract Period	February 04, 2020 – February 03, 2021

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor ERGON ASPHALT & EMULSIONS, INC.

Name DAVID STROUD

Title TEXAS REGIONAL MANAGER

Signature David Stroud

Date NOVEMBER 16, 2021

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell Jr

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Road & Bridge
Vendor Name:	Ergon Asphalt and Emulsions		
Vendor Address:	11612 RM 2244, Building 1, Suite 250, Austin, TX 78738		
Purpose/Intended Use of Product or Service (summary):			
Asphalt Emulsions			
P.O./Contract Number:	T2725	**Effective Date:**	02/04/21
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	02/03/22
Requested By:	Terron Evertson, Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of one (1) year renewal option periods:**

Renewal Option Period 1	February 04, 2021 – February 03, 2022
Initial Contract Period	February 04, 2020 – February 03, 2021

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor ERGON ASPHALT & EMULSIONS, INC.

Name DAVID STROUD

Title TEXAS REGIONAL MANAGER

Signature David Stroud

Date JANUARY 27, 2021

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature Judge Bill Gravell Jr. Judge Bill Gravell Jr. (Feb 2, 2021 16:27 CST)

Date Feb 2, 2021

Two (2) Signed Originals & One (1) photocopy must be submitted

Agenda item #20, 02.02.2021, Renewal Asphalt Emulsions, Ergon Asphalt & Emulsions

Final Audit Report 2021-02-02

Created:	2021-02-02
By:	Kerstin Hancock (khancock@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAD7SVXcgfEU_TWX4jcYilvDATblsOTQ9B

"Agenda item #20, 02.02.2021, Renewal Asphalt Emulsions, Erg on Asphalt & Emulsions" History

Document created by Kerstin Hancock (khancock@wilco.org)
2021-02-02 - 7:37:39 PM GMT- IP address: 66.76.4.65

Document emailed to aschiele@wilco.org for delegation
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Email viewed by aschiele@wilco.org
2021-02-02 - 7:41:50 PM GMT- IP address: 104.47.64.254

Document signing delegated to Judge Bill Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org
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2021-02-02 - 7:42:00 PM GMT

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2021-02-02 - 8:00:14 PM GMT- IP address: 66.76.4.65

Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2021-02-02 - 10:27:54 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2021-02-02 - 10:27:54 PM GMT

POWERED BY
Adobe Sign

Description	Estimated (	Unit	Unit Price	Annual Price
HFRS-2	15000	GAL	$2.25	$33,750.00
HFRS-2P	550000	GAL	$2.55	$1,402,500.00
CRS-2	5000	GAL	$2.15	$10,750.00
CHFRS-2P	150000	GAL	$2.45	$367,500.00
SS-1	60000	GAL	$2.15	$129,000.00
CSS-1H	10000	GAL	$2.15	$21,500.00
AEP	60000	GAL	$2.80	$168,000.00
				$2,133,000.00
				$2,133,000.00

Commissioners Court - Regular Session **24.**

Meeting Date: 12/07/2021

Purchase of Two additional 2022 Ford F-250 Pick-Up Trucks for Road & Bridge Dept.

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 purchase of two (2) additional 2022 Ford F-250 Regular Cab Trucks in the amount of $27,933.25 each for the total amount of $56,166.50, The quote includes a one-time administrative fee of $300 per purchase order from Silsbee Ford, as per co-op GoodBuy Contract #20-8F000.

Background

Approval of this purchase will support the Road and Bridge Department. The Fleet Services and Budget Department have both reviewed this purchase. Both additional vehicles are for new positions and not replacing old units. Department contact: Shea Webb, Funding Source: 01.0200.0210.005700 and approved in the FY22 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 10:19 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 10:26 AM
Form Started By: Andrew Portillo		Started On: 11/23/2021 11:27 AM
Final Approval Date: 12/02/2021		

goodbuy

Purchasing Program of the Education Service Center, Region 2

PRODUCT PRICING SUMMARY

GOODBUY 21-8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WILLIAMSON COUNTY
Contact: SHEA WEBB
Email:
Product Description: FORD F-250

Prepared by: MICHAEL WILEY
Phone: 254-541-9061
Email: mwiley.silsbeefleet@gmail.com
Date: October 27, 2021

A. **Bid Item:** 5 **A. Base Price:** $ 25,990.00

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
		$ -	66S	UPFITTER SWITCHES	$ 165.00
F2A	2022 REGULAR CAB 4X2 LWB	$ -			
	VINYL 40/20/40 SEAT; RUBBER FLOOR	INCL			
	A/C; AM/FM W/SYNC	INCL			
	TRAILER TOW PACKAGE	INCL			
	6.2L V8; 6-SPD AUTOMATIC	INCL			
	8FT BED	INCL			
90L	POWER WINDOWS AND LOCKS	$ 915.00			
52B	TRAILER BRAKE CONTROL	$ 270.00			
525	CRUISE CONTROL	$ 235.00			

Total of B. Published Options: $ 1,585.00

Published Option Discount (5%) $ (79.25)

C. **Additional Options [not to exceed 25%]** $= 0.0 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR		
90-120 DAYS ESTIMATED	DELIVERY		

Total of C. Unpublished Options: $ -

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

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

F. **Subcontractor Equipment Price:** $ -

G. **Additional Delivery Charge:** 250 miles $ 437.50

H. **Subtotal:** $ 27,933.25

I. **Quantity Ordered** 2 x K = $ 55,866.50

J. **Trade in:** $ -

K. **GOODBUY Administrative Fee ($300 per purchase order)** $ 300.00

L. **TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE** $ 56,166.50

Commissioners Court - Regular Session **25.**

Meeting Date: 12/07/2021

Authorize Contract Renewal #1 for Asphalt Cement Contract #T2240 to Ergon Asphalt And Emulsions for Road and Bridge Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of Asphalt Cement contract #T2240, renewal option period 1, for the same terms and conditions as the existing contract but with a price increase of $0.20/gallon, with Ergon Asphalt & Emulsions, Inc. for the 12-month term of 12/08/21 – 12/7/22.

Background

The Road and Bridge Department has submitted a Vendor Performance Report (VPR) showing that vendor met all county requirements and recommended renewal of contract. The funding source is 01.0200.0210.003597. The department point of contact is James Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1

Old and new pricing

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 10:32 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 10:45 AM
Form Started By: Kerstin Hancock		Started On: 11/29/2021 10:05 AM
Final Approval Date: 12/02/2021		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods/Services	**Department:**	Road and Bridge
Vendor Name:	Ergon Asphalt & Emulsions, Inc.		
Vendor Address:	11612 RM 2244, BLDG 1 STE 250, Austin, TX 78738		
Purpose/Intended Use of Product or Service (summary):			
Asphalt Cement			
P.O./Contract Number:		**Effective Date:**	12.08.2021
Purchaser/Contract Specialist:	Kerstin Hancock	**Expiration Date:**	12.07.2022
Requested By:	Terron Evertson, County Engineer		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing contract but with a price increase of $0.20 per gallon.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2) one (1) year renewal option periods:**

Renewal Option Period 2	December 8, 2022 – December 7, 2023
Renewal Option Period 1	December 8, 2021 – December 7, 2022
Initial Contract Period	December 8, 2020 – December 7, 2021

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor ERGON ASPHALT & EMULSIONS, INC.

Name DAVID STROUD

Title TEXAS REGIONAL MANAGER

Signature David Stroud

Date NOVEMBER 12, 2021

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell Jr.

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Asphalt Cement #T2240 Ergon Asphalt And Emulsions	Old price	New Price
Asphalt Cement	$2.45/gallo	$2.65/gallon

Commissioners Court - Regular Session **26.**

Meeting Date: 12/07/2021

Awarding IFB #22IFB31 Rubber-Asphalt Crack Sealer for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #21IFB23 Rubber-Asphalt Crack Sealer to the lowest responsive bidder Crafco, Inc.

Background

The Purchasing Department solicited bids for IFB #21IFB23 for Rubber-Asphalt Crack Sealer. 790 suppliers were invited to bid of which 10 suppliers viewed the bid documents and one 1 supplier responded. Staff is recommending award to Craftco, Inc. in an amount not to exceed $75,000.00. The Road and Bridge Department point of contact is James Williams. Funds are budgeted in the FY 22 funding source 01.0200.0210.003550.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

Bid Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 09:58 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 10:00 AM
Form Started By: Andrew Portillo		Started On: 11/30/2021 01:15 PM
Final Approval Date: 12/02/2021		

WILLIAMSON COUNTY
1848

November 22, 2021

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #22IFB31 – Rubber-Asphalt Crack Sealer

After reviewing all the pertinent information, we have concluded that Crafco, Inc. submitted the overall lowest and best offer for the 22IFB31 bid, Rubber-Asphalt Crack Sealer. I recommend to the Williamson County Commissioners Court that they award Crafco, Inc. the vendor for IFB #22IFB31 – Rubber-Asphalt Crack Sealer.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer
Williamson County, TX

	BID TAB			
	22IFB31 IFB Rubber-Asphalt Crack Sealer		**11/10/2021**	
Bid Items and Estimate of Quantities				
Item #	**Description**	**Estimated Quantity**	**Pounds per Box**	**Price per Box**
300	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2H Table 15)	200,000 lbs	30	$15.29

Commissioners Court - Regular Session **27.**

Meeting Date: 12/07/2021

Award IFB #21IFB19 Flex Base FY22

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #21IFB19 Flex Base FY 22 to the lowest and best offer to Green Dream International, LLC and Vulcan Construction Materials, LLC depending on particular location and type of material.

Background

The Purchasing Department solicited bids for IFB #22IFB19 Flex Base FY22. 2,757 suppliers were invited to bid of which 21 suppliers viewed the bid documents and 2 supplier responded. Staff is recommending to the Williamson County Commissioners Court that they award Green Dream International LLC and Vulcan Construction Materials, LLC for all bid items depending on particular location or type of material as hauling costs apply, in an amount not to exceed $485,000.00. The Road and Bridge Department point of contact is James Williams. Funds are budgeted in the FY 22 funding source 01.0200.0210.003551 and 01.0200.0210.003597.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 08:54 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 09:09 AM
Form Started By: Andrew Portillo		Started On: 11/30/2021 01:31 PM
Final Approval Date: 12/02/2021		

Williamson County Purchasing
10/12/2021
21IFB19 Flex Base FY22

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	Vulcan Construction Materials LLC	Green Dream International
				Unit Price	Unit Price
1	Flexible Base, TxDOT Item 247, Type A Grade 1-2	35,000	TON	$10.00	$7.88
2	Flexible Base, TxDOT Item 247, Type A Grade 4A	20,000	TON	$10.00	$7.88
3	Flexible Base, TxDOT Item 247, Type A Grade 4B	45,000	TON	$10.00	$7.88

Commissioners Court - Regular Session **28.**

Meeting Date: 12/07/2021

Renewal #1 Crushed Granite Contract #T2164 Statewide Materials for Road And Bridge Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of Crushed Granite Contract #T2164, renewal option period 1, for the same terms and conditions as the existing contract but with a price increase (per attached spreadsheet), with Statewide Materials Transport Ltd., for the 12-month term of 12/22/21 – 12/21/22.

Background

The Road and Bridge Department has submitted a Vendor Performance Report (VPR) showing that vendor met all county requirements and recommended renewal of contract. The funding source is 01.0200.0210.003551. The department point of contact is James Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1, pricing spreadsheet and increase justification

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 05:27 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 08:18 AM
Form Started By: Kerstin Hancock		Started On: 12/01/2021 09:47 AM
Final Approval Date: 12/02/2021		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods/Services	**Department:**	Road and Bridge
Vendor Name:	Statewide Materials		
Vendor Address:	14411 US-290, Manor, TX 78653		
Purpose/Intended Use of Product or Service (summary):			
Crushed Granite			
P.O./Contract Number:	T2164	**Effective Date:**	12.22.2021
Purchaser/Contract Specialist:	Kerstin Hancock	**Expiration Date:**	12.21.2022
Requested By:	Terron Evertson, County Engineer		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing contract but with a price increase (detailed in the attached spreadsheet), with Statewide Materials as the primary vendor.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2) one (1) year renewal option periods:**

Renewal Option Period 2	December 22, 2022 – December 21, 2023
Renewal Option Period 1	December 22, 2021 – December 21, 2022
Initial Contract Period	December 22, 2020 – December 21, 2021

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Statewide Materials Transport, Ltd

Name Randy Meachen

Title General Manager

Signature Randy Meachen

Date 11/22/2021

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell Jr

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Description	Unit	Unit Price Picked Up	Unit Price Picked up new	percent increase	Unit- Pricing Delivered to Wilco Central Maintenance Facility in Georgetown, TX	Unit- Pricing Delivered to Wilco Central Maintenance Facility in Georgetown, TX new	percent increase
4233	4237	4235			4236		
Crushed Granite Base Type A	TON	$8.00	$9.00	12.50%	$18.00	$21.50	19.40%
Crushed Granite Base Type B	TON	$10.00	$11.00	9.09%	$20.00	$23.50	17.50%
Crushed Granite Base Type C	TON	$12.00	$13.00	8.33%	$22.00	$25.50	15.91%

Statewide Material Transport, LTD

PO Box 1080
Manor TX 78653

11/22/2021

Williamson County Purchasing Department,

In reference to the hauling and crushed granite contracts; the increases in price are in direct reflection of the increased cost of diesel fuel and truck parts that have occurred this year.

Thank you,

Randy Meachen

General Manager

Commissioners Court - Regular Session **29.**

Meeting Date: 12/07/2021

Authorize Contract Renewal #1 for Contract #T2526 for Road Striping to DIJ Construction for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Contract #T2526, renewal option period #1, for the same terms and conditions as the existing contract, but with a price increase (per attached spreadsheet) for Striping with DIJ Construction, Inc. for the 12-month term of December 22, 2021 - December 21, 2022.

Background

This is the first of two available renewals with DIJ Construction for Striping Services. The Road and Bridge Department submitted a Vendor Performance Report (VPR) that reflects the vendor met all county requirements on contract and requests renewal. The department Point of Contact is James Williams. The funding source in the FY22 budget is under Striping 01.0200.0210.003542.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2021 04:09 PM
Purchasing (Originator)	Joy Simonton	12/02/2021 10:37 AM
Form Started By: Kim Chappius		Started On: 12/01/2021 09:58 AM
Final Approval Date: 12/02/2021		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods/Services	**Department:**	Road and Bridge
Vendor Name:	D.I.J. Construction		
Vendor Address:	2332 Co Rd 252, Bertram, TX 78605		
Purpose/Intended Use of Product or Service (summary):			
First Renewal for T2526 Striping			
P.O./Contract Number:	T2526	**Effective Date:**	12/22/21
Purchaser/Contract Specialist:	Kim Chappius	**Expiration Date:**	12/21/22
Requested By:	Kelly Murphy, Department Contact		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the First of Two renewal option periods:**

Renewal Option Period 1	December 22, 2021 – December 21, 2022
Initial Contract Period	December 22, 2020 – December 21, 2021

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor D.I.J. Construction, Inc.

Name Terry Nix

Title President

Signature

Date 12-1-2021

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell Jr

Williamson County Judge

Signature

Date

Two (2) Signed Originals & One (1) photocopy must be submitted

Item #	BID ITEM DESCRIPTION	ESTIMATED QUANITY	UNIT	TY II (PAINT) UNIT PRICE	TY II (PAINT) UNIT PRICE (NEW)	Price Increase Percentage	TY I (THERMO, 90 mil) UNIT PRICE	TY I (THERMO, 90 mil) UNIT PRICE (NEW)	Price Increase Percentage
RETRACE STRIPING									
1	REFL PAV MRK (Y) 4" (SLD)	20000	LF	$ 0.100	$ 0.110	10%	$ 0.330	$ 0.380	15%
2	REFL PAV MRK (Y) 4" (BRK)	5000	LF	$ 0.120	$ 0.132	10%	$ 0.320	$ 0.368	15%
3	REFL PAV MRK (W) 4" (SLD)	20000	LF	$ 0.120	$ 0.132	10%	$ 0.330	$ 0.380	15%
4	REFL PAV MRK (W) 4" (BRK)	5000	LF	$ 0.120	$ 0.132	10%	$ 0.390	$ 0.449	15%
5	REFL PAV MRK (W) 4" (PROFILE)	10000	LF	$ 0.010	$ 0.011	10%	$ 0.650	$ 0.748	15%
6	REFL PAV MRK (Y) 4" (PROFILE)	15000	LF	$ 0.010	$ 0.011	10%	$ 0.650	$ 0.748	15%
7	REF PAV MRK (W) (ARROW)	150	EA	$ 35.000	$ 38.500	10%	$ 80.000	$ 92.000	15%
8	REF PAV MRK (W) (DBL ARROW)	40	EA	$ 35.000	$ 38.500	10%	$ 85.000	$ 97.750	15%
9	REFL PAV MRK (Y) 8"(SLD)	9000	LF	$ 0.240	$ 0.264	10%	$ 0.300	$ 0.345	15%
10	REFL PAV MRK (W) 8"(SLD)	9000	LF	$ 0.240	$ 0.264	10%	$ 0.600	$ 0.690	15%
11	REFL PAV MRK (Y) 12"(SLD)	5000	LF	$ 0.750	$ 0.825	10%	$ 2.500	$ 2.875	15%
12	REFL PAV MRK (W) 12"(SLD)	5000	LF	$ 1.000	$ 1.100	10%	$ 3.950	$ 4.543	15%
NEW STRIPING									
13	REFL PAV MRK (Y) 4" (SLD)	20000	LF	$ 0.160	$ 0.176	10%	$ 0.340	$ 0.391	15%
14	REFL PAV MRK (Y) 4" (BRK)	5000	LF	$ 0.100	$ 0.110	10%	$ 0.330	$ 0.380	15%
15	REFL PAV MRK (W) 4" (SLD)	20000	LF	$ 0.150	$ 0.165	10%	$ 0.340	$ 0.391	15%
16	REFL PAV MRK (W) 4" (BRK)	5000	LF	$ 0.160	$ 0.176	10%	$ 0.400	$ 0.460	15%
17	REFL PAV (W) 4" (PROFILE)	10000	LF	$ 0.010	$ 0.011	10%	$ 0.650	$ 0.748	15%
18	REFL PAV (Y) 4" (PROFILE)	15000	LF	$ 0.010	$ 0.011	10%	$ 0.650	$ 0.748	15%
19	REF PAV MRK (W) (ARROW)	150	EA	$ 37.000	$ 40.700	10%	$ 85.000	$ 97.750	15%
20	REF PAV MRK (W) (DBL ARROW)	40	EA	$ 40.000	$ 44.000	10%	$ 95.000	$ 109.250	15%
21	REFL PAV MRK (Y) 8"(SLD)	12500	LF	$ 0.200	$ 0.220	10%	$ 0.400	$ 0.460	15%
22	REFL PAV MRK (W) 8"(SLD)	12500	LF	$ 0.320	$ 0.352	10%	$ 0.650	$ 0.748	15%
23	REFL PAV MRK (Y) 12"(SLD)	10000	LF	$ 0.750	$ 0.825	10%	$ 1.500	$ 1.725	15%
24	REFL PAV MRK (W) 12"(SLD)	10000	LF	$ 1.000	$ 1.100	10%	$ 3.000	$ 3.450	15%
25	REF PAV MRK (W) 18" (YLD TRI)	100	EA	$ 10.000	$ 11.000	10%	$ 20.000	$ 23.000	15%
26	REF PAV MRK (W) 36" (YLD TRI)	100	EA	$ 10.000	$ 11.000	10%	$ 20.000	$ 23.000	15%
27	REFL PAV MRK (W) (WORD)	40	EA	$ 45.000	$ 49.500	10%	$ 140.000	$ 161.000	15%
28	REFL PAV MRK (W)(RR XING) (X RR)	20	EA	$ 180.000	$ 198.000	10%	$ 375.000	$ 431.250	15%
29	RE PM (ACC PRK)(WHT)(SYMBOL ONLY)	20	EA	$ 20.000	$ 22.000	10%	$ 60.000	$ 69.000	15%
30	JIGGLE BAR TILE TY W	100	EA	$ 6.000	$ 6.000	0%	$ 6.000	$ 6.000	0%
31	REFL PAV MRKR TY II (BLUE)	100	EA	$ 4.000	$ 4.000	0%	$ 4.000	$ 4.000	0%
32	REFL PAV MRKR TY II-C-R	5000	EA	$ 2.750	$ 2.750	0%	$ 2.750	$ 2.750	0%
33	REFL PAV MRKR TY I-C	5000	EA	$ 2.750	$ 2.750	0%	$ 2.750	$ 2.750	0%
34	REFL PAV MRKR TY II-A-A	5000	EA	$ 3.100	$ 3.100	0%	$ 3.100	$ 3.100	0%
35	TRAFFIC BUTTON TY Y	200	EA	$ 2.250	$ 2.250	0%	$ 2.250	$ 2.250	0%
36	TRAFFIC BUTTON TY W	200	EA	$ 2.250	$ 2.250	0%	$ 2.250	$ 2.250	0%
37	ELIM EXT PAV MRK & MRKS (4")	2000	LF	$ 0.550	$ 0.550	0%	$ 0.650	$ 0.650	0%
38	ELIM EXT PAV MRK & MRKS (8")	1000	LF	$ 1.000	$ 1.000	0%	$ 1.100	$ 1.100	0%
39	ELIM EXT PAV MRK & MRKS (12")	1000	LF	$ 1.500	$ 1.500	0%	$ 3.000	$ 3.000	0%
40	ELIM EXT PAV MRK & MRKS (SYMBOL)	100	SF	$ 2.000	$ 2.000	0%	$ 3.000	$ 3.000	0%
41	ELIM EXT (RAISED PAVEMENT MARKERS)	1000	EA	$ 0.350	$ 0.350	0%	$ 0.600	$ 0.600	0%
42	RUMBLE STRIP	500	LF	$ 7.000	$ 7.000	0%	$ 15.000	$ 15.000	0%
43	ELIMINATE RUMBLE STRIP	500	LF	$ 7.000	$ 7.000	0%	$ 7.000	$ 7.000	0%
44	PAVEMENT SEALER 4"	5000	LF	$ 0.160	$ 0.160	0%	$ 0.160	$ 0.160	0%
45	PAVEMENT SEALER 8"	500	LF	$ 0.320	$ 0.320	0%	$ 0.320	$ 0.320	0%
46	PAVEMENT SEALER 12"	500	LF	$ 1.500	$ 1.500	0%	$ 1.500	$ 1.500	0%
47	PAVEMENT SEALER 18"	500	LF	$ 1.750	$ 1.750	0%	$ 1.750	$ 1.750	0%
48	PAVEMENT SEALER 24"	250	LF	$ 3.000	$ 3.000	0%	$ 3.000	$ 3.000	0%
49	WK ZN PAV MRK SHT TERM (TAB)TY W (REMOVAL ONLY)	5000	EA	$ 0.400	$ 0.400	0%	$ 0.400	$ 0.400	0%
50	WK ZN PAV MRK SHT TERM (TAB)TY Y (REMOVAL ONLY)	5000	EA	$ 0.400	$ 0.400	0%	$ 0.400	$ 0.400	0%

2531 Technology Drive
Elgin, IL 60124
www.lawter.com

Dear Kellen,

Per your request, the following is a summary of the price increases you have incurred in 2021 and the estimated increase for January 1, 2022.

Pinerez 2307A/ Filtrez 3310	January 2021 Price	April 2021 Price Increase	July 2021 Price Increase	October 2021 Price Increase	January 2022 Price Increase (est.)
% Increase	X	5%	19%	10%	30%
Cumulative Increase	X		26%	38%	79%

Please let me know if you need any further information.

Regards,

Gene Cassidy
Senior Manager, Corporate Accounts & Customer Service
North American Research Center
2531 Technology Drive
Suite 309
Elgin, IL 60124
Mobile: 847) 226-3643

P.O. Box 1609 2332 CR 252 Bertram, TX 78605
Office: 512-355-2766
Fax: 512-355-2392

Williamson County Purchasing Department

Attn: Kerstin Hancock

100 Wilco Way, Suite P101

Georgetown, TX 78626

Re: Road Striping Contract T2526

Ms. Hancock,

This letter is requesting a price adjustment to our current Williamson County Contract T2526.

I have enclosed multiple letters and emails that we have received from some of our raw material suppliers. These documents show the increases in pricing that we are incurring for our thermoplastic as well as our water-based paint. With all of our combined increases, D.I.J.'s thermo costs will be up 41.5% from January 2021 to January 2022. This equates to an increase of $0.06/lf of 4" thermoplastic. D.I.J. is requesting a price increase of 15% on all thermoplastic markings.

As noted in our previous paint invoice and the paint quote we have for 2022, our waterbased paint will increase in price an average of $5.50/gallon. This equates to $0.02/lf of 4". D.I.J. is requesting a 10% increase on all waterbased paint items.

Please note, D.I.J. is only asking for increases on the material costs and not including the increases in fuel and labor prices that we are incurring.

Thank you for your consideration and we look forward to continuing our working relationship with Williamson County. If you have any further questions or inquiries, please feel free to call me at 830-613-1334 or email me kellen@dijconstruction.com.

Sincerely,

Kellen Floyd

Commissioners Court - Regular Session **30.**

Meeting Date: 12/07/2021

Authorize Contract Renewal #1 Hauling Contract #T2080 for Statewide Materials for Road and Bridge Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of Hauling contract #T2080, renewal option period 1, for the same terms and conditions as the existing contract but with a price increase (per attached spreadsheet), with Statewide Materials Transport Ltd., for the 12-month term of 12/08/21 – 12/07/22.

Background

The Road and Bridge Department has submitted a Vendor Performance Report (VPR) showing that vendor met all county requirements and recommended renewal of contract. Funding Source(s) are 01.0200.0210.003544 & 01.0200.0210.003597. The department point of contact is James Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1, pricing spreadsheet and increase justification

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 10:58 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 11:03 AM
Form Started By: Kerstin Hancock		Started On: 12/01/2021 10:04 AM
Final Approval Date: 12/02/2021		

WILLIAMSON COUNTY
TEXAS

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods/Services	**Department:**	Road and Bridge
Vendor Name:	Statewide Materials Transport Ltd.		
Vendor Address:	14411 US-290, Manor, TX 78653		
Purpose/Intended Use of Product or Service (summary):			
Hauling			
P.O./Contract Number:	T2080	**Effective Date:**	12.08.2021
Purchaser/Contract Specialist:	Kerstin Hancock	**Expiration Date:**	12.07.2022
Requested By:	Terron Evertson, County Engineer		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing contract but with a price increase (as detailed in the attached spreadsheet), with Statewide Materials.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2) one (1) year renewal option periods:**

Renewal Option Period 2	December 8, 2022 – December 7, 2023
Renewal Option Period 1	December 8, 2021 – December 7, 2022
Initial Contract Period	December 8, 2020 – December 7, 2021

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Statewide Materials Transport, Ltd.

Name Randy Meachem

Title General Manager

Signature Randy Meachem

Date 11-22-2021

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell Jr

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

ITEM #	DESCRIPTION	UNIT	UNIT PRICE	Unit price new	Percent Increase
1	Hauling, 0.0 to 5.5 Miles (Mile Minimum)	TON	$ 1.92	$2.30	19.79
	Hauling, 5.6 to 10.0 Miles (Mile Minimum)	TON	$ 2.90	$3.50	20.69
	Hauling, 10.1 to 15.0 Miles (Mile Minimum)	TON	$ 3.64	$4.30	18.13
	Hauling, 15.1 to 46.0 Miles (A mileage chart may be attached showing prices for 15 plus miles)	TON-MILE	$.175 per ton mile	$.21 per ton mile	20
	Hauling, 46.1 Miles and over (A mileage chart may be attached showing prices for 15 plus miles)	TON-MILE	$.175 per ton mile	$.21 per ton mile	20
	Belly Dump		[x] YES [ ] NO		
	End Dump		[x] YES [ ] NO		
	12 yd Bob Tail		[ ] YES [x] NO		
	8 yd Bob Tail		[ ] YES [x] NO		

*Unit price shall be based on fully loaded truck.

Statewide Material Transport, LTD

PO Box 1080
Manor TX 78653

11/22/2021

Williamson County Purchasing Department,

In reference to the hauling and crushed granite contracts; the increases in price are in direct reflection of the increased cost of diesel fuel and truck parts that have occurred this year.

Thank you,

Randy Meachen

General Manager

Commissioners Court - Regular Session **31.**

Meeting Date: 12/07/2021

Solicitation Advertisement IFB #22IFB55 Fall 2021 Fog Seal (Cul-de-sacs) for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB Fall 2021 Fog Seal (Cul-de-sacs) under IFB #22IFB55.

Background

Williamson County is seeking qualified companies to provide materials, experienced fog seal crews and equipment to resurface subdivision cul-de-sacs for Fall 2021. Department point of contact is Terron Evertson. Budget amount is $362,492.00. Funding Source for FY22 is 01.0200.0210.003599

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 04:55 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 08:18 AM
Form Started By: Andrew Portillo		Started On: 12/01/2021 11:35 AM
Final Approval Date: 12/02/2021		

Commissioners Court - Regular Session **32.**

Meeting Date: 12/07/2021

Replat of Lot 8 Sweet Farms subdivision – Pct 1

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the replat of Lot 8 Sweet Farms subdivision – Precinct 1.

Background

This subdivision consists of 2 lots and no new roads. The purpose of this replat is to subdivide Lot 8 of the Sweet Farms subdivision into 2 new lots.

Timeline

2021-03-29 – Initial submittal of the replat
2021-04-28 – 1st review complete with comments
2021-07-14 – 2nd submittal of replat
2021-07-27 – 2nd review complete with comments
2021-07-28 – 3rd submittal of replat
2021-08-04 – 3rd review complete with comments
2021-11-30 – 4th submittal of replat with signatures
2021-12-01 – 4th review complete with comments clear
2021-12-02 – replat placed on the December 7, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

replat - Lot 8 Sweet Farms

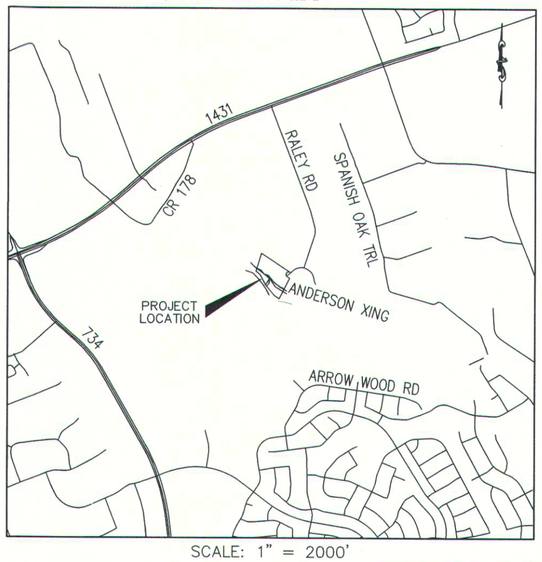
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 11:53 AM
Form Started By: Adam Boatright		Started On: 12/02/2021 11:29 AM
Final Approval Date: 12/02/2021		

ABBREVIATIONS
FND. – FOUND
I.R. – IRON ROD
N.F. – NOT FOUND
R.O.W. – RIGHT–OF–WAY
DRWC – DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
ORWC – OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
OPRWC – OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D W/VL – DEED WITH VENDOR'S LIEN
WCR – WILLIAMSON COUNTY ROAD
{xx.xx'} – RECORD CALL

LEGEND
- ● IRON ROD FOUND
- ○ IRON ROD SET
- ■ BENCHMARK

VICINITY MAP



SCALE: 1" = 2000'

NOTES:
1. A PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS, NAMELY FLOODWAY (ZONE "AE"), ZONE "AE", ZONE X TRANSITIONAL AREA AS WELL AS ZONE "X" (OUT OF FLOOD AREA) AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0470F, EFFECTIVE DATE 12–20–2019, FOR WILLIAMSON COUNTY.
2. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN; UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
3. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
4. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON–SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES, PLATS WITH ALL LOTS OF 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

LOT 9B, REPLAT OF LOT 9 SWEET FARMS SUBDIVISION
WD/VL – ELMA C. TURNER, FKA ELMA C. CLARK, ET VIR, MONTY I. TURNER
TO
CYNTHIA JEAN VILLASENOR, A SINGLE PERSON
02–07–2006 DOC.# 2006009996 OPRWC

LOT 9B, REPLAT OF LOT 9 SWEET FARMS SUBDIVISION
CABINET "T", SLIDE 42, PRWC

N17°26'00"E 189.15'
(CALLED = 189.35')

S10°52'11"W 11.46'

NOT HONORED
CORNER OF "94.889 ACRES"

20.0' P.U.E. PER PLAT REC. IN CAB. C, SL. 274–275

(CALLED = 646.73')
S56°27'43"E 646.91'
(CALLED = 645.86')

Δ=069°48'52" R=50.00' T=34.89'
L=60.92' CB=S82°16'04"W CL=57.23'

ANDERSON CROSSING (50' R.O.W.) ASPHALT

LOT 8, SWEET FARMS SUBDIVISION
GWD/VL – FLOYD D. ROGERS, ET UX, LINDA S. ROGERS
TO
MONTE AKERS, A MARRIED PERSON
07–22–1999 DOC.# 199951894 OPRWC

LOT 8, SWEET FARMS SUBDIVISION
CABINET "C", SLIDE 274, PRWC

LOT 8B
3.172 ACRES
(138,156 SQ. FT.)

(2.484 ACRES OUT OF D.E.)

FFE=788.1'

100'OSSF SETBACK LINE

ZONE "X"

N17°21'35"E 293.76'
(CALLED = 354.27')

SWD – "94.889 ACRES" CEDAR PARK LAND, LP
TO
RR WHITESTONE, LP
12–28–2018 DOC.# 2018114133 OPRWC

N37°59'21"W 89.54'
EXISTING WELL
N73°32'18"W 83.43'
N64°08'53"W 93.49'
+66.17'

FZB

N56°00'25"W
104.55'
(CALLED = 104.55')

FEMA BFE = 787.1

N28°13'25"W 217.24'
(CALLED = 217.24')

"41.8897 ACRES"
DONATION DEED – CAROLVILLE, LTD., ALINE, LTD. AND CA 1100 LTD.
TO
CITY OF CEDAR PARK, TEXAS
09–11–2005 DOC.# 2005092279
OPRWC

N55°34'26"W 217.42'
34.4'
37.3'

S29°34'21"W 238.77'

FFE=788.0'

25' SETBACK

Δ=110°11'08" R=50.00' T=71.65'
L=96.15' CB=S07°43'56"E CL=82.01'

LOT 8A
3.454 ACRES
(150,456 SQ. FT.)

"MAG" NAIL SET IN 6 IN FENCE POST

(2.001 ACRES OUT OF D.E.)

PLACE OF BEGINNING
CP 1 – 1/2" IRON ROD FOUND
NORTH =10,166,988.18 FEET
EAST = 3,104,628.95 FEET
ELEVATION = 791.27 FEET

PROPOSED WELL LOCATION
88.7'
100'PROPOSED OSSF SETBACK LINE

N36°36'31"W 99.92'
75' OSSF SETBACK LINE
75.0'

ZONE "X" 0.2% CHANCE OF FLOOD AREA (TRANSITIONAL AREA)

36.72'
S51°02'05"W
16.29'

N32°45'23"E 147.20'

VARIABLE WIDTH DRAINAGE EASEMENT

N63°21'40"W 95.18'
ZONE "AE"

N51°18'40"W 149.18'

ZONE "AE" FLOODWAY BOUNDARY (TYP.)

FEMA BFE = 787.0

ZONE "AE" FLOODWAY

Δ=110°11'08" R=50.00' T=71.65'
L=96.15' CB=N07°43'56"W CL=82.01'

N56°17'30"W 50.46'
(CALLED = 50.00')

S27°10'30"W 435.87'
(CALLED = 435.81')

LOT 7, SWEET FARMS SUBDIVISION
CABINET "C", SLIDE 274, PRWC

N27°10'30"E 206.03'

+398.83'

259.67'
N39°12'25"W 259.67'
(CALLED = 259.67')
259.67'

CL BRUSHY CREEK

N56°00'25"W 114.80'

LOT 36, BLOCK "A"
COMMON AREA
DRAINAGE, WATER QUALITY AND P.U.E.
RANCH AT BRUSHY CREEK NORTH, PHASE I
DOC.# 2020145107 OPRWC

ZONE "AE" FLOODWAY BOUNDARY (TYP.)

N E W S

60 0 30 60 120
SCALE: 1"= 60'

OWNER:
MONTE E. AKERS AND
PATRICIA L. AKERS
7 ANDERSON CROSSING
CEDAR PARK, TX 78613

SURVEYOR:
BRUCE BRYAN, RPLS
BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TEXAS 76574

ENGINEER:
TERRY R. HAGOOD, P.E.
900 E. MAIN STREET
ROUND ROCK, TEXAS 78664
512–244–1546
TBPE FIRM NO.F–12709

ACREAGE:
6.626 ACRES

NUMBER OF LOTS BY TYPE:
DEVELOPMENT – 2

ACREAGE BY LOT TYPE:
DEVELOPMENT – 6.626 ACRES
TOTAL ACREAGE – 6.626 ACRES

PATENT SURVEY:
JOHN H. DILLARD
ABSTRACT NO. 179

NUMBER OF BLOCKS: 1

LINEAR FEET OF NEW STREETS: 0

CONNECTIVITY INDEX: NOT APPLICABLE

SUBMITTAL DATE:
NOVEMBER 23, 2020

BENCHMARK DESCRIPTION:
DESC – CP–1, 1/2" IRON ROD FOUND
N= 10,166,988.18 FEET
E= 3,104,628.95 FEET
ELEV= 791.27 FEET
(NAVD 88, GEOID MODEL 2012B)

REPLAT OF LOT 8, SWEET FARMS SUBDIVISION
PAGE 1 OF 2

6.262 ACRE TRACT OUT OF THE JOHN H. DILLARD ABSTRACT NO. 179

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FIRM No. 10128500
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: BLB	CHECKED BY: BLB
SCALE: 1" = 60'	APPROVED BY: BLB
PROJECT NO. 20–746	DATE: OCTOBER 4, 2021

6.262 ACRES

THESE NOTES DESCRIBE A CERTAIN PARCEL OF LAND CONTAINING 6.262 ACRES, SITUATED IN THE JOHN H. DILLARD SURVEY, A-179 LOCATED IN WILLIAMSON COUNTY, TEXAS; SUBJECT TRACT BEING ALL OF "LOT 8, SWEET FARMS SUBDIVISION", A RECORDED SUBDIVISION OF RECORD IN CABINET "C", SLIDE 274, PLAT RECORDS OF WILLIAMSON COUNTY (PRWC), SAME BEING CONVEYED IN A GENERAL WARRANTY DEED FROM FLOYD D. ROGERS, ET UX, LINDA S. ROGERS TO MONTE ACRES, A MARRIED PERSON, DATED 07-22-1999 AS RECORDED IN DOCUMENT NO. 199951894 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (OPRWC), BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249, DURING THE MONTH OF OCTOBER, 2020; SUBJECT TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN INTERIOR CORNER OF SAID "LOT 8, SWEET FARMS SUBDIVISION" IN THE SOUTHWESTERN RIGHT-OF-WAY LINE OF ANDERSON CROSSING; FOUND A ½"IRON ROD AT SAME CORNER (NORTH = 10,166,988.18 FEET EAST = 3,104,628.95 FEET);

THENCE NORTH 56°17' 30"WEST WITH SAID SOUTHWESTERN RIGHT-OF-WAY LINE OF ANDERSON CROSSING A DISTANCE OF 50.46 FEET TO A FOUND ½"IRON ROD AT THE LOWER NORTHEAST CORNER OF SAID "LOT 8", SAME BEING SOUTH TERMINUS OF SAID OF ANDERSON CROSSING IN THE NORTHWESTERN LINE OF "LOT 7, SWEET FARMS SUBDIVISION";

THENCE SOUTH 27°10' 30"WEST WITH THE COMMON LINE OF SAID "LOT 7" AND "LOT 8", PASSING A SET ½"IRON ROD SET FOR REFERENCE (CAPPED "BTS") AT 398.83 FEET, AND CONTINUING WITH SAID LINE A TOTAL DISTANCE OF 435.87 FEET TO A COMMON CORNER OF SAID "LOT 7" AND "LOT 8" IN THE GENERAL CENTERLINE OF BRUSHY CREEK;

THENCE WITH THE GENERAL MEANDERS OF THE CENTERLINE OF SAID BRUSHY CREEK (UNABLE TO MONUMENT) AS FOLLOWS, SAME BEING THE SOUTHWEST LINE OF SAID "LOT 8", THE NORTHEAST LINE OF LOT 36, BLOCK "A" OF "RANCH AT BRUSHY CREEK NORTH, PHASE I, A DEDICATED PLAT OF RECORD IN DOCUMENT NO. 2015093163, OPRWC AND THE NORTHEAST LINE OF A CALLED "41.8897 ACRES" AS CONVEYED IN A DONATION DEED FROM CAROLVILLE, LTD. TO CITY OF CEDAR PARK DATED 09-11-2005 AS RECORDED IN DOCUMENT NO. 2005092279, OPRWC, AS FOLLOWS:

- NORTH 56°00' 25"WEST 114.80 FEET TO A CALCULATED POINT,
- NORTH 39°12' 25"WEST 259.67 FEET TO A CALCULATED POINT,
- NORTH 28°13' 25"WEST 217.24 FEET TO A CALCULATED POINT AND
- NORTH 50°00' 25"WEST 104.55 FEET TO A CALCULATED POINT AT

THE WESTERNMOST CORNER OF SAID "LOT 8", SAME BEING THE APPARENT SOUTHEAST CORNER OF A CALLED "94.889 ACRES" CONVEYED IN A SPECIAL WARRANTY DEED FROM CEDAR PARK LAND, LP TO RR WHITESTONE, LP DATED 12-28-2018 AS RECORDED IN DOCUMENT NO. 2018114133, OPRWC;

THENCE NORTH 17°21' 35"EAST WITH THE WEST LINE OF SAID "LOT 8", PASSING A SET ½"IRON ROD SET FOR REFERENCE (CAPPED "BTS") AT 56.17 FEET, AND CONTINUING WITH SAID LINE, AT 343.10 FEET A FOUND ½"IRON ROD (CAPPED) AT AN EXTERIOR CORNER OF SAID "94.889 ACRES" LIES RIGHT OF THE LINE A DISTANCE OF 1.19 FEET, AND CONTINUING A TOTAL DISTANCE OF 354.27 FEET TO A FOUND ½"IRON ROD AT THE NORTHWEST CORNER OF SAID "LOT 8", SAME BEING THE SOUTHWEST CORNER OF "LOT 9B" OF THE REPLAT OF LOT 9 SWEET FARMS SUBDIVISION AS FOUND IN CABINET "T", SLIDE 42, PRWC; FOUND A ½"IRON ROD FOR REFERENCE AT THE NORTHWEST CORNER OF SAID "LOT 9B" BEARING NORTH 17°26' 00"EAST A DISTANCE OF 189.15 FEET;

THENCE SOUTH 56°27' 43"EAST WITH THE COMMON LINE OF SAID "LOT 8" AND "LOT 9A" A DISTANCE OF 646.91 FEET TO A SET ½"IRON ROD SET (CAPPED "BTS") AT THE EASTERNMOST CORNER OF SAID "LOT 8" IN THE AFOREMENTIONED SOUTHWESTERN RIGHT-OF-WAY LINE OF ANDERSON CROSSING;

THENCE WITH THE SOUTHWESTERN RIGHT-OF-WAY LINE OF ANDERSON CROSSING, SAME BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 122°14' 53", A CHORD BEARING OF N 01°42' 03" WEST, A CHORD LENGTH OF 87.57 FEET AND AN ARC LENGTH OF 106.68 FEET TO THE PLACE OF BEGINNING, CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED, AN AREA OF 6.262 ACRES.

NOTE: THE BEARINGS SHOWN HEREON ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83, 93 ADJUSTMENT AND ARE BASED ON OBSERVATIONS DERIVED FROM THE ALLTERRA RTK COOPERATIVE NETWORK; DISTANCES SHOWN ARE GRID VALUES TO CONVERT TO SURFACE VALUES DIVIDE BY THE COMBINED SCALE FACTOR OF 0.99991817090; VERTICAL DATUM IS BASED ON NAVD 88 DATUM, GEOID MODEL 2012B.

WILLIAMSON COUNTY PLAT NOTES

1. RIGHTS OF WAY OR EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER SHALL INDEMNIFY AND HOLD THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THE COUNTY, ITS OFFICERS, AND EMPLOYEES AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
2. THE CONSTRUCTION OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINAGE OR PROTECTING THE ROAD SYSTEMS AND STREETS. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
3. ALL PUBLIC ROADWAYS, RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
4. WHERE RURAL MAIL BOXES ARE IN USE, SUCH BOXES 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.
5. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST COMPLYING WITH THE WILLIAMSON COUNTY FLOOD PLAIN DEVELOPMENT REQUIREMENTS.
6. FURTHER SUBDIVISION OF LOT 8B MUST BE IN COMPLIANCE WITH WILLIAMSON COUNTY SUBDIVISION REQUIREMENTS.
7. 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.
8. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
9. 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 ON FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
10. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED AS EXISTING BRUSHY CREEK BY A STUDY PREPARED BY FEMA ZONE AE FLOOD STUDY ASSOCIATED WITH FIRM PANEL 48491C0470F, DATED DECEMBER 20, 2019.
11. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
12. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY PRIVATE WELL(S).
13. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED ON-SITE SEWAGE FACILITIES.

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, TERRY R. HAGOOD, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH CHAPTER 4 -SUBDIVISION DESIGN AND CONSTRUCTION, PART III ZONING AND DEVELOPMENT CODE, CODE OF ORDINANCES, CITY OF ROUND ROCK, 2018 EDITION AS AMENDED, AND THE DESIGN AND CONSTRUCTION STANDARDS ADOPTED BY THE CITY OF ROUND ROCK, TEXAS.

11/30/2021
SIGNATURE AND SEAL OF THE LICENSED ENGINEER DATE

STATE OF TEXAS
REGISTERED
TERRY R. HAGOOD
52960
PROFESSIONAL ENGINEER

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, BRUCE L. BRYAN, RPLS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH CHAPTER 4 -SUBDIVISION DESIGN AND CONSTRUCTION, PART III -ZONING AND DEVELOPMENT CODE, CODE OF ORDINANCES, CITY OF ROUND ROCK, 2018 EDITION AS AMENDED.

07-29-2021
SIGNATURE AND SEAL OF THE LICENSED SURVEYOR DATE

STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4249
PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, MONTE E. AKERS, AS THE OWNER OF THAT CERTAIN 6.626 ACRE TRACT OF LAND RECORDED IN CABINET C, SLIDE 274-275, OF THE OFFICIAL PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THERE ARE LIEN HOLDERS AND DEDICATE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS REPLAT OF LOT 8, SWEET FARMS SUBDIVISION.

MONTE E. AKERS

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 28 DAY OF July, 2021, BY Monte E. Akers.

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Deborah A. Bauerkemper
MY COMMISSION EXPIRES: November 30, 2021

DEBORAH A. BAUERKEMPER
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
NOVEMBER 30, 2021
NOTARY ID: 125511524

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, PATRICIA L. AKERS, AS THE OWNER OF THAT CERTAIN 6.626 ACRE TRACT OF LAND RECORDED IN CABINET C, SLIDE 274-275, OF THE OFFICIAL PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THERE ARE LIEN HOLDERS AND DEDICATE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS REPLAT OF LOT 8, SWEET FARMS SUBDIVISION.

PATRICIA L. AKERS

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 28 DAY OF July, 2021, BY Patricia L. Akers.

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Deborah A. Bauerkemper
MY COMMISSION EXPIRES: November 30, 2021

DEBORAH A. BAUERKEMPER
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
NOVEMBER 30, 2021
NOTARY ID: 125511524

STATE OF Connecticut
COUNTY OF New Haven
KNOW ALL MEN BY THESE PRESENTS

I, ~~PATRICIA A. GUSTAFSON,~~ Mortgage Electronic Registration Systems, Inc. TRUSTEE LIEN HOLDER OF THE CERTAIN 6.626 ACRES TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DOCUMENT 2020064408, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF ROUND ROCK MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS **~~REPLAT OF~~ LOT 8, SWEET FARMS SUBDIVISION**.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 23 DAY OF November, 2021

Aaron Iuteri

~~PATRICIA A. GUSTAFSON, TRUSTEE~~
~~**HOMETRUST MORTGAGE COMPANY**~~
~~5353 WEST ALABAMA DRIVE, STE. 500~~
~~HOUSTON, TX 77056~~

Mortgage Electronic Registration Systems, Inc as beneficiary nominee for Hometrust Mortgage Company, its successors and assigns
PO Box 2026, Flint, MI 48501-2026
MIN: 100198230000993090
888-679-6377 888-679-MERS

STATE OF Connecticut
COUNTY OF New Haven
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED PATRICIA A. GUSTAFSON, TRUSTEE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23 DAY OF November, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF ~~TEXAS~~ Connecticut
MY COMMISSION EXPIRES ON: 7/31/2022

SUZANNE J. SURPRENANT
My Commission Expires
NOTARY PUBLIC
07-31-2022
CONNECTICUT

REPLAT OF
LOT 8, SWEET FARMS
SUBDIVISION
PAGE 2 OF 3

6.262 ACRE TRACT OUT OF THE
JOHN H. DILLARD
ABSTRACT NO. 179

BRYAN TECHNICAL SERVICES, INC.

911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090

FIRM No. 10128500

www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: BLB	CHECKED BY: BLB
SCALE: 1" = N/A	APPROVED BY: BLB
PROJECT NO. 20-746	DATE: MARCH 29, 2021

ROAD NAME AND 911 ADDRESSING APPROVAL
ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 30 DAY OF November 2021 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

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

FOR Adam D. Boatright 12/01/2021
TERRON EVERTSON, PE, DR, CFM DATE
WILLIAMSON COUNTY ENGINEER Adam D. Boatright

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

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

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

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____ 20____, AT ____ O'CLOCK ____M. AND DULY RECORDED ON THE DAY ____ OF _____, A.D., 20__ AT _____ O'CLOCK __M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. _____.

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

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

REPLAT OF LOT 8, SWEET FARMS SUBDIVISION
PAGE 2 OF 2

6.262 ACRE TRACT OUT OF THE JOHN H. DILLARD ABSTRACT NO. 179

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PHONE: (512) 352-9090

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NO.	DATE	REVISIONS	BY

DRAWN BY: BLB	CHECKED BY: BLB
SCALE: 1" = N/A	APPROVED BY: BLB
PROJECT NO. 20-746	DATE: OCTOBER 4, 2021

Commissioners Court - Regular Session **33.**

Meeting Date: 12/07/2021

Revised preliminary plat for the Santa Rita Ranch Phase 1 subdivision (revision 5) – 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 revised preliminary plat for the Santa Rita Ranch Phase 1 subdivision (revision 5) – Precinct 3.

Background

This is revision 5 to the Santa Rita Ranch Phase 1 preliminary plat. This preliminary plat was last revised and approved on May 19, 2020. Since the last re-approval, the Developer has requested some additional changes to the roadway and lot layout within the development. These changes are as follows. In Section 7, the lot layout is being reconfigured to add 24 lots for a total of 42 lots and 929 linear feet of new roads. In Section 14, the roadway and lot layout are being reconfigured with a decrease of 3 lots for total of 42 lots and 2,610 linear feet of new public roads.

Timeline

2021-10-27 – 1st submittal of the revised preliminary plat
2021-11-24 – 1st review complete with comments
2021-11-29 – 2nd submittal of the revised preliminary plat
2021-12-01 – 2nd review complete with comments clear
2021-12-02 – revised preliminary plat placed on the December 7, 2021 Commissioners Court agenda for consideration

Fiscal Impact

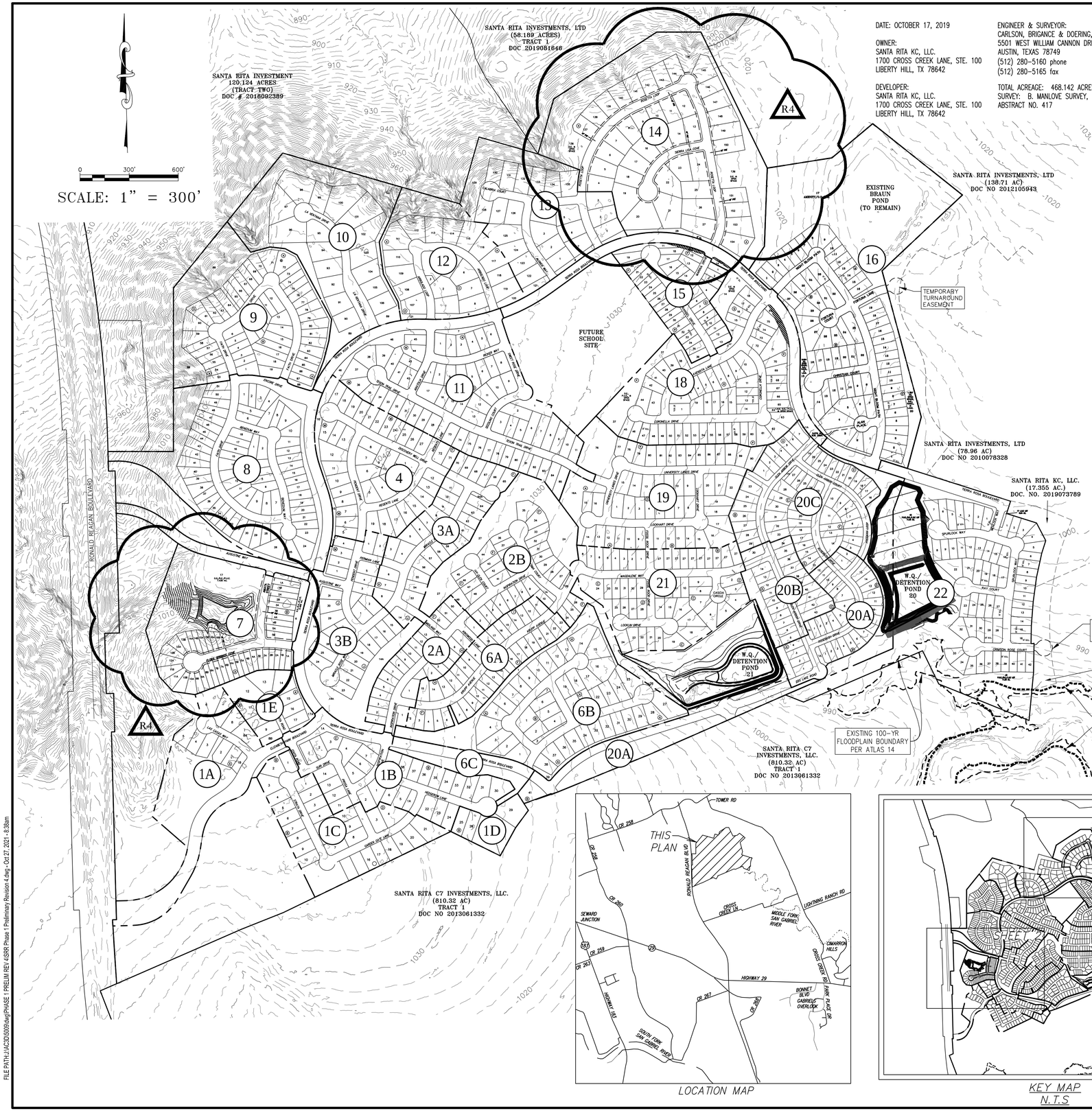
From/To	Acct No.	Description	Amount

Attachments

preliminary plat (rev 5) - Santa Rita Ranch Ph 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 11:53 AM
Form Started By: Adam Boatright		Started On: 12/02/2021 11:34 AM
Final Approval Date: 12/02/2021		



LOCATION MAP



KEY MAP
N.T.S

DATE: OCTOBER 17, 2019

OWNER:
SANTA RITA KC, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 468.142 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417

LOT SUMMARY:

PHASE	INITIAL SUBMITTAL	REVISION ONE	REVISION TWO	REVISION THREE	CURRENT REVISION	NOTES
1A	8	8	8	8	8	PLAT IS RECORDED
1B	28	28	28	28	28	PLAT IS RECORDED
1C	33	33	33	33	33	PLAT IS RECORDED
1D	0	5	5	5	5	PLAT IS RECORDED
1E	0	0	9	9	9	PLAT IS RECORDED
2A	25	25	25	25	25	PLAT IS RECORDED
2B	35	35	35	35	35	PLAT IS RECORDED
3A	31	31	31	31	31	PLAT IS RECORDED
3B	28	28	28	28	28	PLAT IS RECORDED
4	42	42	42	42	42	PLAT IS RECORDED
5	0	0	0	0	0	
6A	38	38	38	38	38	PLAT IS RECORDED
6B	0	29	41	41	41	PLAT IS RECORDED
6C	0	0	0	0	0	PLAT IS RECORDED
7	27	27	18	18	42	24 LOT GAIN
8	34	40	68	68	68	PLAT IS RECORDED
9	27	35	54	54	54	PLAT IS RECORDED
10	17	17	17	17	17	
11	62	61	64	64	64	PLAT IS RECORDED
12	20	20	20	20	20	PLAT IS RECORDED
13	23	23	23	23	23	PLAT IS RECORDED
14	45	45	45	45	42	3 LOT LOSS
15	51	0	0	38	38	PLAT IS RECORDED
16	58	46	46	71	71	PLAT IS RECORDED
17	51	41	0	0	0	
18	58	65	65	60	60	PLAT IS RECORDED
19	41	49	49	49	49	PLAT IS RECORDED
20A	21	51	33	33	33	PLAT IS RECORDED
20B	0	0	21	21	21	
20C	0	0	58	58	58	PLAT IS RECORDED
21	48	50	50	50	50	PLAT IS RECORDED
22	0	0	0	58	58	
TOTAL	851	872	954	1070	1091	

Curve Table					
Curve #	Radius	Tangent	Delta	Chord	Arc Length
C2	15.00'	3.26'	024°30'01"	6.37'	6.41'

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
— — — —	BUILDING SETBACK LINE
— — — —	EASEMENT LINE
— — — —	BOUNDARY LINE
— — — —	100-YR FEMA FLOODPLAIN
— — — —	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
⊠	MAILBOX KIOSK

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°27'30"E	24.42
L2	N88°27'31"E	20.00
L3	N01°32'27"W	235.03
L4	S88°32'36"W	45.58
L5	N88°27'31"E	90.00
L6	S88°27'36"W	40.00
L7	N01°32'28"W	120.01
L8	S73°59'38"E	375.00
L9	N16°00'22"E	350.00
L10	S17°37'33"W	64.00
L11	S17°37'33"W	15.00
L12	S27°38'50"E	121.90
L13	S72°22'27"E	191.39
L14	S17°37'33"W	80.30
L15	S12°21'26"W	150.51
L16	S07°39'38"W	150.00
L17	S04°28'46"W	147.07
L18	S00°58'26"W	110.00
L19	S89°01'34"E	12.06
L20	S00°58'26"W	176.35
L21	N25°59'38"W	225.91
L22	N68°21'05"W	118.79
L23	S69°39'04"W	177.01
L24	N14°40'05"W	6.73
L25	S32°18'04"E	49.40
L26	S36°21'06"W	131.25
L27	S28°44'32"W	195.72

SECTION 1-7							
STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASSIFICATION	TYPE
AMATA STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	624	LOCAL	URBAN
FLORA SPRINGS COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	305	LOCAL	URBAN
TOTAL LINEAR FOOTAGE OF STREETS:						929 L.F.		

SECTION 1-14							
STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASSIFICATION	TYPE
ROSETTA LOOP	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	2,070	LOCAL	URBAN
SIERRA LISA COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	540	LOCAL	URBAN
TOTAL LINEAR FOOTAGE OF STREETS:						2,610 L.F.		

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.

DRAINAGE AND FLOODPLAIN:

4. THE EXISTING 100-YR FLOODPLAIN BOUNDARY BY ATLAS 14 SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED APRIL 30, 2020. THE FEMA 100 YEAR FLOODPLAIN SHOWN ON THE PRELIMINARY PLAT WAS TAKEN FROM THE FEMA FIRM No. 48491C 0275E, EFFECTIVE SEPTEMBER 26, 2008, AND THE FEMA L.O.M.R. No 16-06-0501P, EFFECTIVE MARCH 2, 2017.

WATER AND WASTEWATER:

5. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/GEORGETOWN UTILITY SYSTEMS.
6. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/CITY OF LIBERTY HILL.
7. ELECTRIC SERVICE IS PROVIDED BY: PEC.

ROADWAY AND RIGHT OF WAY:

8. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
10. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
11. A LEFT TURN BAY SHALL BE CONSTRUCTED ON RONALD REAGAN BLVD AT ELIZABETH PARK BLVD. WITH THE COMPLETION OF 600 HOMES WITHIN THE SANTA RITA RANCH PH 1 PRELIMINARY PLAN, OR THE START OF DEVELOPMENT OF THE FIRST PHASE OF SANTA RITA RANCH NORTHWEST TO THE WEST OF RONALD REAGAN BLVD, WHICH EVER OCCURS FIRST.
12. A RIGHT TURN LANE SHALL BE CONSTRUCTED ON RONALD REAGAN BLVD AT AUGUSTINE WAY WITH THE CONSTRUCTION OF AUGUSTINE WAY. A LEFT TURN LANE ON RONALD REAGAN BLVD AT AUGUSTINE WAY WILL BE DETERMINED BASED ON A TRAFFIC STUDY TO BE SUBMITTED CONCURRENTLY WITH THE CONSTRUCTION PLANS FOR AUGUSTINE WAY.

DESIGNED BY:	DRAFTED BY:

REVISION	DATE
REVISED SECTIONS 7 AND 14	10/22/2021

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr. 12129 RR 620 N., Ste. 600
Austin, Texas 78749 Austin, Texas 78750
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET NAME: OVERALL PRELIMINARY PLAT

JOB NAME: SANTA RITA RANCH PHASE 1

PROJECT: PRELIMINARY PLAT REVISION 4

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

10-22-2021

DATE: OCT 2021

JOB NUMBER: 5009

SHEET: 1 OF 3

SHEET NO.: 1

FILE PATH:J:\ACD\5009\dwg\PHASE 1 PRELIM REV 4\SRR Phase 1 Preliminary Revision 4.dwg - Oct 27, 2021 - 8:38am

DESIGNED BY:	DRAFTED BY:

REVISION	DATE
1 REVISED SECTIONS 7 AND 14	10/22/2021

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. 12129 RR 620 N., Ste. 600 Austin, Texas 78749 Austin, Texas 78750
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SCALE: 1" = 60'

0 60' 120'

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

SHEET NAME: PRELIMINARY PLAT 1 OF 2

JOB NAME: SANTA RITA RANCH PHASE 1

PROJECT: PRELIMINARY PLAT REVISION 4

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

11-29-2021

DATE	OCT 2021
JOB NUMBER	5009
SHEET	2 OF 3
SHEET NO.	2

FILE PATH: J:\AC3D\5009\dwg\PHASE 1 PRELIM REV 4\SRR Phase 1 Preliminary Revision 4.dwg - Nov 29, 2021 - 10:39am



0 60' 120'

SCALE: 1" = 60'

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

DESIGNED BY:	DRAFTED BY:

REVISION	DATE
1 REVISED SECTIONS 7 AND 14	10/22/2021

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. Austin, Texas 78749 Phone No. (512) 280-5160
North Office: 12129 RR 620 N., Ste. 600 Austin, Texas 78750 Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 2 OF 2

JOB NAME: SANTA RITA RANCH PHASE 1

PROJECT: PRELIMINARY PLAT REVISION 4

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

10-22-2021

DATE: OCT 2021

JOB NUMBER: 5009

SHEET: 3 OF 3

SHEET NO.: 3

FILE PATH: J:\ACD\5000\dwg\PHASE 1 PRELIM REV 4\SRR Phase 1 Preliminary Revision 4.dwg - Oct 27, 2021 - 8:46am

Commissioners Court - Regular Session **34.**

Meeting Date: 12/07/2021

Preliminary plat for the Turner Estates subdivision – Pct 2

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Turner Estates subdivision – Precinct 2.

Background

This proposed subdivision consists of 3 single family lots and no new public roads.

Timeline

2021-09-14 – initial submittal of the preliminary plat
2021-10-14 – 1st review complete with comments
2021-11-12 – 2nd submittal of preliminary plat
2021-11-23 – 2nd review complete with comments
2021-11-30 – 3rd submittal of preliminary plat
2021-11-30 – 3rd review complete with minor comments
2021-12-01 – 4th submittal of preliminary plat
2021-12-01 – 4th review complete with comments cleared
2021-12-02 – preliminary plat placed on the December 7, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Turner Estates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 11:54 AM
Form Started By: Adam Boatright		Started On: 12/02/2021 11:40 AM
Final Approval Date: 12/02/2021		

PRILIMINARY PLAT OF:

TURNER ESTATES

3.96 ACRES SITUATED IN WILLIAMSON COUNTY, TEXAS.
OUT OF THE RICHARD WEST SURVEY, ABSTRACT No. 643
BEING 0.87 ACRE AS DESCRIBED AND RECORDED IN DOCUMENT No. 2020069888 AND 3.067 ACRES AS DESCRIBED AND RECORDED IN DOCUMENT No. 2003055273 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

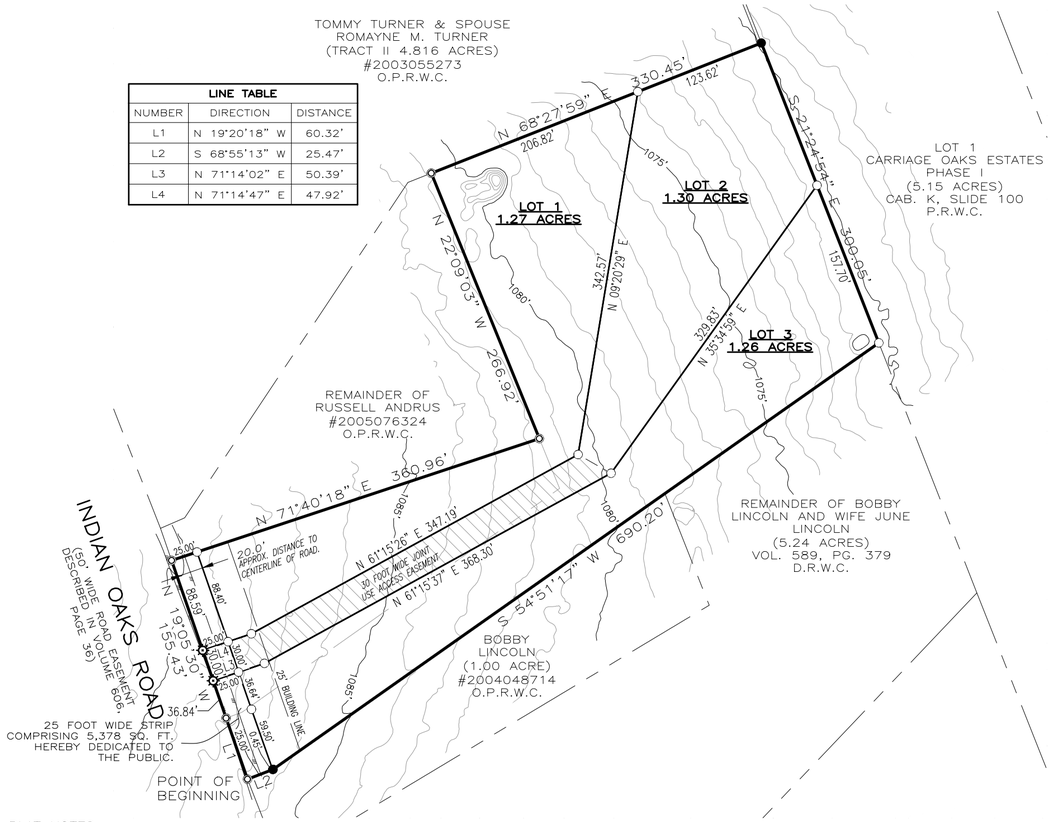
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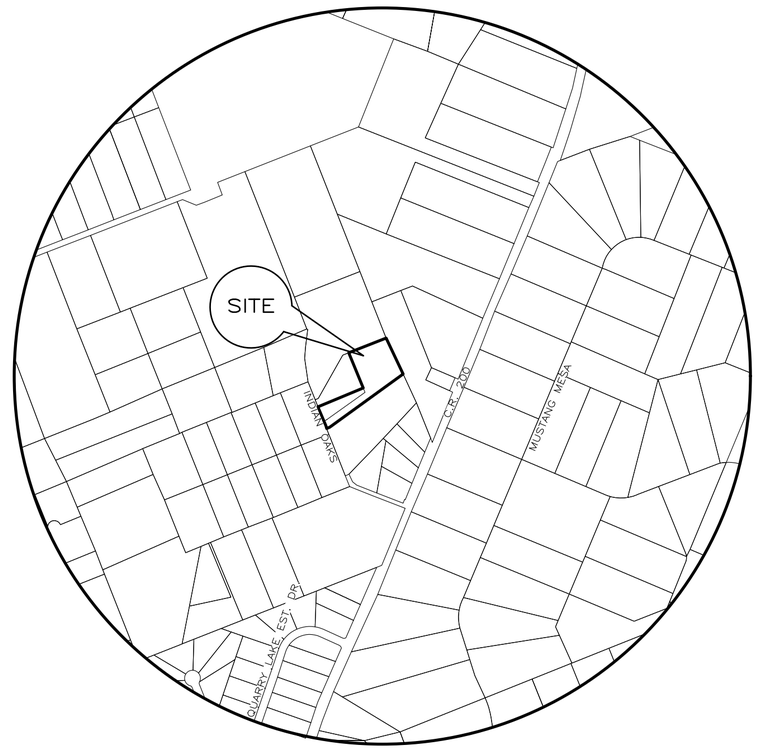
Scale: 1" = 100'

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

LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
O	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "TLS INC."
⊗	COTTON SPINDLE SET
o	"MAG" NAIL FOUND
O.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
B.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 19°20'18" W	60.32'
L2	S 68°55'13" W	25.47'
L3	N 71°14'02" E	50.39'
L4	N 71°14'47" E	47.92'





PLAT NOTES

1. 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.
2. The landowner assumes all risks associated with improvements located in the right–of–way or road widening easements. By placing anything in the right–of–way or road widening easements, the landowner indemnifies and holds the County, its officers, and employees harmless from any liability owning to property defects or negligence not attributed to them and acknowledges that the improvements may be removed by the County and that the Owner of the improvement shall be responsible for the relocation and/or replacement of the improvement.
3. In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
4. 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.
5. 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.
6. 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.
7. Water service for this subdivision will be provided by City of Georgetown.
8. Sewer service for this subdivision will be provided by Sanitary Septic System.
9. 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.
10. All sidewalks are to be maintained by each of the adjacent property owners.
11. A certificate of compliance is hereby issued for all lots within this subdivision. This certificate of compliance is valid until such time as F.E.M.A. or the county revises or newly adopts floodplain boundaries in this vicinity.
12. No lot in this subdivision is encroached by a special flood hazard area inundated by the 100 year flood as identified by the U.S. Federal Emergency Management Agency Flood Insurance Rate Map, community panel #48491C0235F, effective date December 20, 2019 for Williamson County, Texas.
13. 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.
14. Maximum of 20% impervious cover per lot, otherwise stormwater management controls shall be designed, constructed and maintained by the owner. If impervious cover is proposed to exceed maximum percentage allowed, contact Williamson County Floodplain Administration to review the stormwater management controls proposed on the lot.
15. Lots 1, 2, and 3 shall only use a single shared driveway. No more than three residences total shall be served by the single shared driveway.
16. 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.
17. There are no new driveways proposed for this subdivision.

FIELD NOTE DESCRIPTION:

BEGINNING: AT A "MAG" NAIL FOUND IN THE ASPHALT OF INDIAN OAKS ROAD AND THE CENTERLINE OF A 50 FOOT WIDE ACCESS EASEMENT DESCRIBED IN VOLUME 606, PAGE 36 OF THE DEED RECORDS OF WILLIAMSON COUNTY, BEING THE NORTHWEST CORNER OF THAT TRACT DESCRIBED AS 1.00 ACRE AND CONVEYED TO BOBBY LINCOLN AND RECORDED AS DOCUMENT No. 2004048714 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, FOR THE SOUTHWEST CORNER OF THAT TRACT DESCRIBED AS TRACT 1 AND CONVEYED TO TOMMY TURNER AND ROMAYNE TURNER AND RECORDED AS DOCUMENT No. 2003055273 OF SAID OFFICIAL PUBLIC RECORDS FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE: N 19°20'18" W 60.32 FEET WITH THE WEST LINE OF SAID TURNER TRACT 1 TO A "MAG" NAIL FOUND FOR THE SOUTHWEST CORNER OF THAT TRACT DESCRIBED AS 0.87 ACRE AND CONVEYED TO TOMMY TURNER AND ROMAYNE TURNER AND RECORDED AS DOCUMENT No.2020069888 OF SAID OFFICIAL PUBLIC RECORDS, FOR AN ANGLE POINT IN THE WEST LINE OF THIS TRACT;

THENCE: N 19°05'30" W 155.43 FEET TO A "MAG" NAIL FOUND FOR THE SOUTHWEST CORNER OF THE REMAINDER OF THAT TRACT CONVEYED TO RUSSELL ANDRUS AND RECORDED AS DOCUMENT No. 2005076324 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE: N 71°40'18" E 360.96 FEET WITH THE SOUTH LINE OF SAID ANDRUS TRACT AND THE NORTH LINE OF SAID TURNER 0.87 ACRE TRACT TO A "MAG" NAIL FOUND IN A WEST LINE OF SAID TRUNER TRACT 1, FOR THE SOUTHEAST CORNER OF SAID ANDRUS TRACT AND THE NORTHEAST CORNER OF SAID TURNER 0.87 ACRE TRACT, FOR AN ANGLE POINT IN THE NORTH LINE OF THIS TRACT;

THENCE: N 22°09'03" W 266.92 FEET WITH THE EAST LINE OF SAID ANDRUS TRACT AND A WEST LINE OF SAID TURNER TRACT 1 TO A "MAG" NAIL FOUND IN THE SOUTH LINE OF THAT TRACT DESCRIBED AS TRACT 2 AND CONVEYED TO TOMMY TURNER AND ROMAYNE TURNER AND RECORDED AS DOCUMENT NO. 2003055273 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHEAST CORNER OF SAID ANDRUS TRACT, BEING THE NORTHWEST CORNER OF SAID TURNER TRACT 1 AND THIS TRACT;

THENCE: N 68°27'59" E 330.45 FEET WITH THE SOUTH LINE OF SAID TURNER TRACT 2 AND THE NORTH LINE OF SAID TURNER TRACT 1, TO A 1/2" IRON ROD FOUND IN THE WEST LINE OF LOT 1, CARRIAGE OAKS ESTATES, PHASE 1, RECORDED AS CABINET K, SLIDE 100, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, BEING THE NORTHEAST CORNER OF SAID TURNER TRACT 1 AND THIS TRACT;

THENCE: S 21°24'54" E 300.05 FEET WITH THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF SAID TURNER TRACT 1 TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "TLS" SET FOR THE NORTHEAST CORNER OF THE REMAINDER OF THAT TRACT DESCRIBED AS 5.24 ACRES AND CONVEYED TO BOBBY LINCOLN AND JUNE LINCOLN AND RECORDED AS VOLUME 589, PAGE 379 OF SAID DEED RECORDS, FOR THE SOUTHEAST CORNER OF SAID TURNER TRACT 1 AND THIS TRACT;

THENCE: S 54°51'17" W 690.20 WITH THE NORTH LINE OF SAID LINCOLN 5.24 ACRE TRACT AND SAID LINCOLN 1.00 ACRE TRACT AND THE SOUTH LINE OF SAID TURNER TRACT 1 TO A 1/2" IRON ROD FOUND FOR AND ANGLE POINT;

THENCE: S 68°55'13" W 25.47 FEET TO THE POINT OF BEGINNING.

ACREAGE: 3.96 ACRES (172,311 SQ. FT.) TOTAL SITE
NO. OF LOTS: 3
NEW STREETS: NONE
SUBMISSION DATE: _____
1ST SUBMITTAL: _____
2ND SUBMITTAL: _____
3RD SUBMITTAL: _____
4TH SUBMITTAL: _____

PROJECT #20–0535

SURVEYOR:
Texas Land Surveying, Inc.
3613 Williams Drive, Ste 903
Georgetown, Texas 78628
512–930–1600 – phone

NOTE:
IRON RODS SHOWN HERE SHALL BE PLACED UPON FINAL APPROVAL OF THIS PLAT

OWNERS:
TOMMY TURNER & ROMAYNE TURNER
114 WIGWAM TRAIL
LIBERTY HILL, TX 78642

ENGINEER:
_____
Licensed Professional Engineer #_____
TBPE Firm #_____
_____
_____
_____
_____ – phone

LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
O	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "TLS INC."
o	"MAG" NAIL IN FENCE POST
O.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
B.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT

Texas Land Surveying, Inc.
–A Land Surveying and Geoscience Firm–
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930–1600/(512) 930–9389 fax www.texas–ls.com
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

PRELIMINARY PLAT OF:

TURNER ESTATES

3.96 ACRES SITUATED IN WILLIAMSON COUNTY, TEXAS.
OUT OF THE RICHARD WEST SURVEY, ABSTRACT No. 643
BEING 0.87 ACRE AS DESCRIBED AND RECORDED IN DOCUMENT
No. 2020069888 AND 3.067 ACRES AS DESCRIBED AND
RECORDED IN DOCUMENT No. 2003055273 OF THE OFFICIAL
PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

OWNER'S SIGNATURE

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

I, Tommy Turner, co-owner of those certain tract of land situated in Williamson County, Texas, out of the Richard West Survey, Abstract No. 643, and being described as 3.067 acres in that document recorded as #2003055273, and 0.87 acre in that document recorded as #2020069888, both of the Official Public Records of Williamson County, Texas, and do hereby Subdivide said tract shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to 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 **THE FINAL PLAT OF TURNER ESTATES**

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____, 20____.

_____
TOMMY TURNER
114 WIGWAM TRAIL
LIBERTY HILL, TX
78642

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

Before me, the undersigned authority, on this day, personally appeared Tommy Turner, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 20____.

_____
Notary Public in and for the State of Texas

My Commission expires on: _____.

SURVEYOR'S CERTIFICATION

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

I, Kenneth Louis Crider, Registered Professional Land Surveyor in the State Of Texas, do hereby certify that I prepared this plat from an actual and accurate on-the ground survey of the land shown hereon, and that the corner monuments shown hereon will be properly placed under my personal supervision in accordance with the Subdivision Regulations of Williamson County, Texas, upon completion and final County approval of the plat, and that all known easements within the boundary of the plat are shown hereon.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this _____ day of _____, 20____.

PRELIMINARY:
FOR REVIEW PURPOSES ONLY.
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL DOCUMENT.

_____
Kenneth Louis Crider
Registered Professional Land Surveyor No. 5624
State of Texas

ENGINEER'S CERTIFICATION

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

I, _____, a Licensed Professional Engineer in the State of Texas, do hereby certify that this subdivision is not located in the Edwards Aquifer Recharge Zone and is not encroached by a Zone "A" flood area, as denoted herein, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0235F, effective date December 20, 2019. and that these lots conform to the Subdivision Regulations of Williamson County, Texas.

The fully developed, concentrated stormwater runoff resulting from the One Hundred (100) Year frequency storm is contained within the Drainage Easements shown, or Rights-Of-Way dedicated by this plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County,

Texas, this _____ day of _____, 20____.

_____
Licensed Professional Engineer No._____
State of Texas

OWNER'S SIGNATURE

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

I, Romayne Turner, co-owner of those certain tract of land situated in Williamson County, Texas, out of the Richard West Survey, Abstract No. 643, and being described as 3.067 acres in that document recorded as #2003055273, and 0.87 acre in that document recorded as #2020069888, both of the Official Public Records of Williamson County, Texas, and do hereby Subdivide said tract shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to 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 **THE FINAL PLAT OF TURNER ESTATES**

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____, 20____.

_____
ROMAYNE TURNER
114 WIGWAM TRAIL
LIBERTY HILL, TX
78642

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

Before me, the undersigned authority, on this day, personally appeared Romayne Turner, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 20____.

_____
Notary Public in and for the State of Texas

My Commission expires on: _____.

COUNTY JUDGE'S APPROVAL

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

I Bill Gravell, Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravell, Jr., County Judge
Williamson County, Texas

_____ _____
Date

911 ADDRESSING APPROVAL:

Road name and address assignments verified this the_____ day of_____

____, 20____ A.D.

_____
Williamson County Addressing Coordinator

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF)

Based upon the above representations of the Engineer or Surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said Engineer or Surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's Office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

_____ _____
J. Terron Evertson, PE, DR, CFM Date
Williamson County Engineer

COUNTY CLERK'S CERTIFICATION

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

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authenticatioin 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 E. Rister, Clerk County Court
of Williamson County, Texas

By:_____, Deputy

Texas Land Surveying, Inc.
-A Land Surveying and Geoscience Firm-
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax www.texas-ls.com
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

PROJECT #20-0535

Commissioners Court - Regular Session **35.**

Meeting Date: 12/07/2021

Preliminary plat for the Vista Acres subdivision – Pct 4

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

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This proposed subdivision consists of 28 single family lots and no new public roads.

Timeline

2021-06-18 – initial submittal of the preliminary plat
2021-07-16 – 1st review complete with comments
2021-09-07 – 2nd submittal of preliminary plat
2021-09-22 – 2nd review complete with comments
2021-11-15 – 3rd submittal of preliminary plat
2021-11-30 – 3rd review complete with comments cleared
2021-12-02 – preliminary plat placed on the December 7, 2021 Commissioners Court agenda for consideration

Fiscal Impact

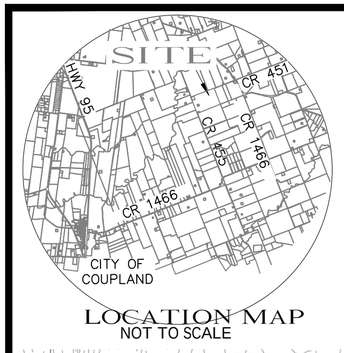
From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Vista Acres

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 11:55 AM
Form Started By: Adam Boatright		Started On: 12/02/2021 11:47 AM
Final Approval Date: 12/02/2021		



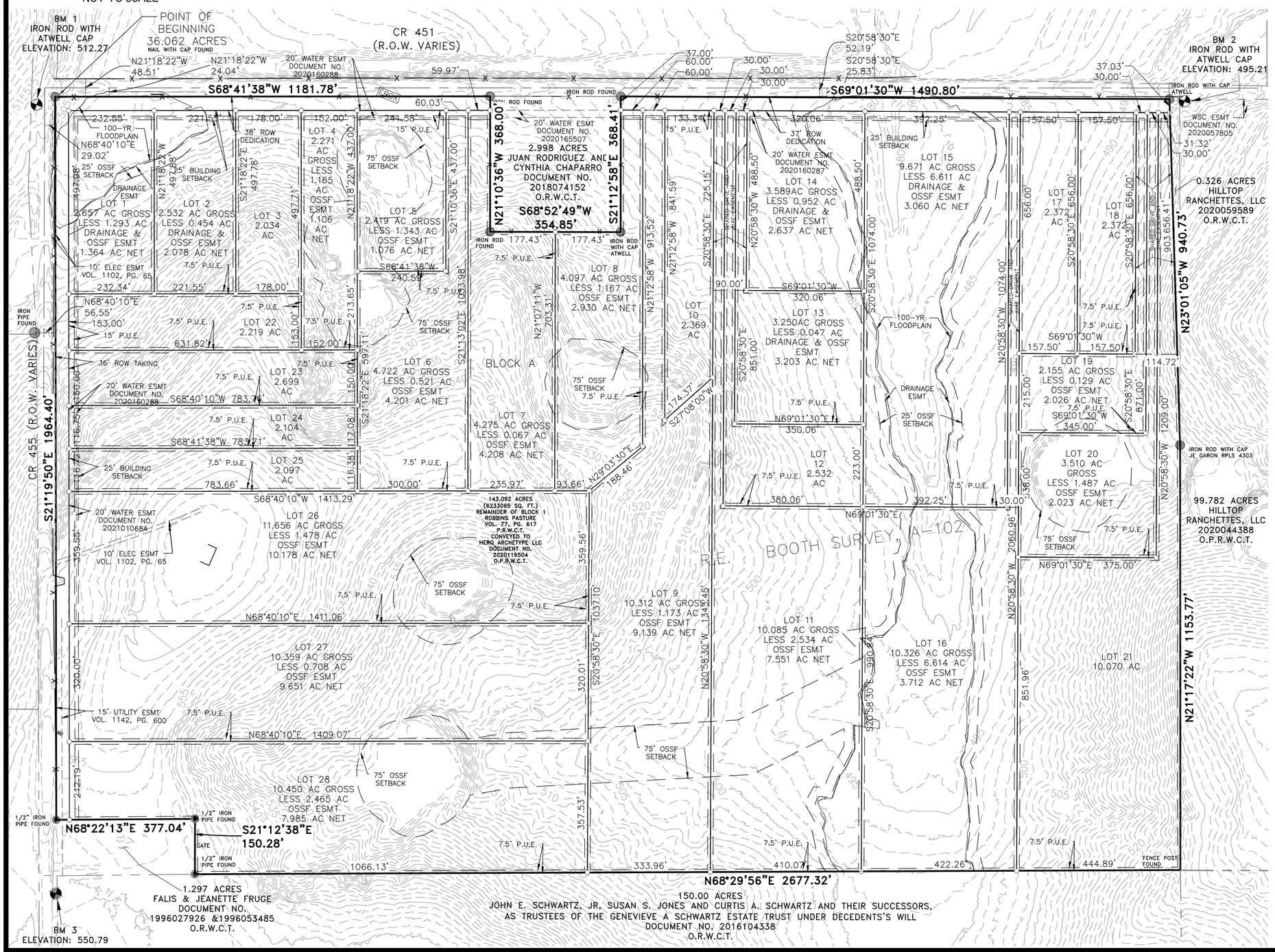
LOCATION MAP
NOT TO SCALE

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

_____ _____
J. TERRON EVERTSON, PE, DR, CFM — DATE
COUNTY ENGINEER

PRELIMINARY PLAT
VISTA ACRES SUBDIVISION

A SUBDIVISION OF 143.092 ACRES, MORE OR LESS, OF LAND AREA IN THE R.E. BOOTH SURVEY, ABSTRACT NO. 102, IN WILLIAMSON COUNTY, TEXAS.,



200 0 200 400
(IN FEET)
1 inch = 200 ft.

LEGEND

- ● IRON ROD FOUND UNLESS OTHERWISE NOTED
- ○ IRON ROD SET WITH CAP MARKED "ATWELL LLC"
- *B.L.* BUILDING LINE
- *O.R.W.C.T.* OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- *P.U.E.* PUBLIC UTILITY EASEMENT

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

_____ _____
STEPHEN R. DELGADO, PE — DATE
ATWELL

DESCRIPTION:

A 143.092 ACRE (6,233,065 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE R.E. BOOTH SURVEY, ABSTRACT 102, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMAINDER OF A 143.092 ACRE TRACT CONVEYED TO HERO ARCHETYPE LLC IN DOCUMENT NO. 2020116504, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A 10.096 ACRE TRACT CONVEYED TO FABIAN AMADOR AND BLANCA AMADOR IN DOCUMENT NO. 2021000182, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A 10.351 ACRE TRACT CONVEYED TO CHAD KIOUS AND ELIZABETH KIOUS IN DOCUMENT NO. 2021025811, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A 10.110 ACRE TRACT CONVEYED TO JOSE ELIZONDO IN DOCUMENT NO. 2021000311, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A 10.363 ACRE TRACT CONVEYED TO PILAR GONZALEZ-MUNOZ AND LUIS LIRA IN DOCUMENT NO. 2021017134, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A 11.954 ACRE TRACT CONVEYED TO JAMES REBER AND ALLISON SLABOTSKY IN DOCUMENT NO. 2020165313, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A 10.623 ACRE TRACT CONVEYED TO BRYAN SLABOTSKY IN DOCUMENT NO. 2020154708, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A 10.626 ACRE TRACT CONVEYED TO JAMES NATHAN BELVIN AND CARLY MICHELLE BELVIN IN DOCUMENT NO. 2020138900, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL WITH CAP FOUND IN POWER POLE FOR THE WESTERNMOST CORNER OF SAID 143.092 ACRE TRACT, BEING IN THE EASTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 455 (R.O.W. VARIES) AND ALSO BEING IN THE SOUTHERN RIGHT-OF-WAY LINE OF COUNTY ROAD 451 (R.O.W. VARIES), FOR THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 451, N68°41'38"E, A DISTANCE OF 1181.78 FEET TO AN IRON ROD FOUND FOR THE WESTERNMOST CORNER OF A CALLED 2.998 ACRE TRACT CONVEYED TO JUAN RODRIGUEZ AND CYNTHIA CHAPARRO IN DOCUMENT NO. 2018074152, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, WITH THE SAID 2.998 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES;

1. S21°10'36"E, A DISTANCE OF 368.00 FEET TO AN IRON ROD FOUND;
2. N68°52'49"E, A DISTANCE OF 354.85 FEET TO A IRON ROD FOUND WITH CAP STAMPED "ATWELL";
3. N21°12'58"W, A DISTANCE OF 368.41 FEET TO AN IRON ROD FOUND IN THE SOUTHERN RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 451 FOR AN ELL CORNER OF SAID 143.092 ACRE TRACT AND THE NORTHERNMOST CORNER OF SAID 2.998 ACRE TRACT;

THENCE, WITH THE SOUTHERN RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 451, N69°01'30"E, A DISTANCE OF 1490.80 FEET TO A IRON ROD FOUND WITH CAP STAMPED "ATWELL", IN THE WESTERN LINE OF A CALLED 0.326 ACRE TRACT CONVEYED TO HILLTOP RANCHETTES, LLC IN DOCUMENT NO. 2020059589, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERN BOUNDARY LINE OF SAID 0.326 ACRE TRACT, S23°01'05"E, A DISTANCE OF 940.73 FEET TO AN IRON ROD FOUND WITH CAP STAMPED "JE GARON RPLS 4303", IN THE WESTERN LINE OF A CALLED 99.782 ACRE TRACT CONVEYED TO HILLTOP RANCHETTES LLC IN DOCUMENT NO. 2020044388, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, WITH THE WESTERN LINE OF SAID 99.782 ACRE TRACT, S21°17'22"E, A DISTANCE OF 1153.77 FEET TO FENCE POST FOUND FOR THE EASTERNMOST CORNER OF SAID 10.096 ACRE TRACT AND ALSO BEING THE NORTHEASTERN CORNER OF A CALLED 150.00 ACRE TRACT CONVEYED TO JOHN E. SCHWARTZ, JR, SUSAN S. JONES AND CURTIS A. SCHWARTZ AND THEIR SUCCESSORS, AS TRUSTEES OF THE GENEVIEVE A. SCHWARTZ ESTATE TRUST UNDER DECEDENT'S WILL, DOCUMENT NO. 2016104338, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, WITH THE NORTHERN LINE OF SAID 150.00 ACRE TRACT, S68°29'56"W, A DISTANCE OF 2677.32 FEET TO A ½" IRON PIPE FOUND FOR THE SOUTHEASTERN CORNER OF A 1.297 ACRE TRACT CONVEYED TO FALIS AND JEANETTE FRUGE IN DOCUMENT NOS. 1996053485 AND 1996027926, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, WITH THE SAID 1.297 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES;

1. N21°12'38"W, A DISTANCE OF 150.28 FEET TO A ½" IRON PIPE FOUND;
2. S68°22'13"W, A DISTANCE OF 377.04 FEET TO A ½" IRON PIPE FOUND FOR THE NORTHWESTERN CORNER OF SAID 1.297 ACRE TRACT, ALSO BEING IN THE EASTERN RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 455;

THENCE, WITH THE EASTERN RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 455, N21°19'50"W, A DISTANCE OF 1964.40 FEET TO THE POINT OF BEGINNING;
CONTAINING 143.092 ACRES OR 6,233,065 SQUARE FEET, MORE OR LESS.

PROJECT:	VISTA ACRES SUBDIVISION
JOB NUMBER:	20003045
DATE:	NOVEMBER, 2020
SCALE:	1" = 200'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	AY

ATWELL
www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

PRELIMINARY PLAT OF VISTA ACRES SUBDIVISION RE BOOTH SURVEY ABSTRACT NO. 102 WILLIAMSON COUNTY, TEXAS

OWNER INFORMATION

LOTS: 1–8 & 22–25
WCAD PARCEL NUMBER: R018823
SITE ADDRESS: 2151 CR 455, COUPLAND, TX 78615
OWNER: HERO ARCHETYPE LLC
OWNER ADDRESS: PO BOX 1249, SAN MARCOS, TX 78667

LOT: 9
WCAD PARCEL NUMBER: R613494
SITE ADDRESS: CR 451, COUPLAND, TX 78615
OWNER: PILAR GONZALEZ–MUNOZ & LUIS LIRA
OWNER ADDRESS: 4904 SAVOREY LN, AUSTIN, TX 78744

LOT: 10
WCAD PARCEL NUMBER: R613495
SITE ADDRESS: CR 451, COUPLAND, TX 78615
OWNER: HERO ARCHETYPE LLC
OWNER ADDRESS: PO BOX 1249, SAN MARCOS, TX 78667

LOT: 11
WCAD PARCEL NUMBER: R605616
SITE ADDRESS: CR 451, COUPLAND, TX 78615
OWNER: JOSE ELIZONDO
OWNER ADDRESS: 14108 SLEEPY HOLLOW DR, PFLUGERVILLE, TX 78660

LOTS: 12–15
WCAD PARCEL NUMBER: R605617
SITE ADDRESS: CR 451, COUPLAND, TX 78615
OWNER: HERO ARCHETYPE LLC
OWNER ADDRESS: PO BOX 1249, SAN MARCOS, TX 78667

LOT: 16
WCAD PARCEL NUMBER: R613500
SITE ADDRESS: CR 451, COUPLAND, TX 78615
OWNER: CHAD & ELIZABETH KIOUS
OWNER ADDRESS: 2108 PEARSON WAY, ROUND ROCK, TX 78665

LOTS: 17–20
WCAD PARCEL NUMBER: R613501
SITE ADDRESS: CR 451, COUPLAND, TX 78615
OWNER: HERO ARCHETYPE LLC
OWNER ADDRESS: PO BOX 1249, SAN MARCOS, TX 78667

LOT: 21
WCAD PARCEL NUMBER: R605618
SITE ADDRESS: 634 CR 451, COUPLAND, TX 78615
OWNER: FABIAN & BLANCA AMADOR
OWNER ADDRESS: 11826 TOBLER TRL, AUSTIN, 78753

LOT: 26
WCAD PARCEL NUMBER: R605615
SITE ADDRESS: 2151 CR 455, COUPLAND, TX 78615
OWNER: JAMES R REBER & ALLISON SLABOTSKY
OWNER ADDRESS: 708 7TH ST W, TAYLOR, TX 76574

LOT: 27
WCAD PARCEL NUMBER: R603554
SITE ADDRESS: 2189 CR 455, COUPLAND, TX 78615
OWNER: BRYAN SLABOTSKY
OWNER ADDRESS: PO BOX 292, TAYLOR, TX 76574

LOT: 28
WCAD PARCEL NUMBER: R601911
SITE ADDRESS: 2225 CR 455, COUPLAND, TX 78615
OWNER: JAMES NATHAN & CARLY MICHELLE BELVIN
OWNER ADDRESS: 1428 WINDCREST DR, ROUND ROCK, TX 78664

FLOOD NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON LIES WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL NO. 48491C0575F DATED 12/20/2019.

BENCHMARK: BM 1: IRON ROD WITH ATWELL CAP, ELEVATION: 512.27'
BM 2 IRON ROD WITH ATWELL CAP ELEVATION: 495.21'

GENERAL PRELIMINARY NOTES: THIS PLAT LIES IN EMERGENCY SERVICES DISTRICT #10.

THIS SUBDIVISION IS IN WILLIAMSON COUNTY AND IS NOT WITHIN ANY ETJ. 25' BUILDING SETBACK LINES ALONG COUNTY ROAD 455 AND COUNTY ROAD 451.

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITH 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.

WATER SERVICE IN THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION. SEWAGE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON–SITE SEPTIC SYSTEM.

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

VISTA ACRES DRIVEWAY TABLE

LOT NUMBER	CULVERT DIA (in)	CULVERT LENGTH (FT)	SLOPE (%)
1	NONE	-	-
2	18	22	1.0%
3	18	22	1.0%
4	18	22	2.6%
5	24	22	2.1%
6	24	22	1.5%
7	30	22	1.0%
8	30	22	1.0%
9	18	22	1.0%
10	18	22	1.0%
11	18	22	1.0%
12	NONE	-	-
13	18	22	1.0%
14	18	22	1.0%
15	24	22	1.0%
16	30	22	1.0%
17	30	22	1.0%
18	30 x 2	22	1.0%
19	30 x 2	22	1.0%
20	30 x 2	22	1.0%
21	30 x 2	22	1.0%
22	30 x 2	22	1.0%
23	30	22	1.0%

The culvert sizes were based on the 10-yr flows and 20% impervious cover and existing conditions for the properties along CR 451 and CR 455.

PROJECT:	VISTA ACRES SUBDIVISION
JOB NUMBER:	20003045
DATE:	NOVEMBER, 2020
SCALE:	1" = 200'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	AY

ATWELL
www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

PRELIMINARY PLAT OF VISTA ACRES SUBDIVISION
RE BOOTH SURVEY ABSTRACT NO. 102
WILLIAMSON COUNTY, TEXAS

Commissioners Court - Regular Session **36.**

Meeting Date: 12/07/2021

Indigent/Abandoned Burial

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by Cremation of deceased (Michael D. Stucker) who passed away in Justice of the Peace, Pct. 3 of Williamson County, TX where there has been an inquest by the Justice of the Peace Pct 4 and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	11/29/2021 04:45 PM
Form Started By: Andrea Schiele		Started On: 11/29/2021 04:21 PM
Final Approval Date: 11/29/2021		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Michael D. Stucker)

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

Michael D. Stucker (SSN 488-48-xxxx) was pronounced deceased on November 5, at the age of 76 in Williamson County, Texas while residing at: 2330 Brookhollow Terrace, Georgetown, TX 78633.

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

The Court finds that this case involves either an abandoned body or is qualified on the facts of this case for indigent burial; therefore, the county has

discretion to cover the costs of interment.

The Court further finds that the magistrate conducting the inquest shall inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section 711.002(e) and in this case the Justice of the Peace, Pct. 4 of Williamson County, Texas ordered an inquest and has requested county funding for an indigent burial or abandoned body for proper disposition of the deceased's body.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of December 2021.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **38.**

Meeting Date: 12/07/2021

FY22 Capital Improvement Program

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve projects and budgets for the remaining funds in the 2022 Capital Improvement Program, Long Range Transportation (LTP), 2019 Road Bond, Coronavirus Aid, Relief, and Economic Security (CARES) Act, the American Rescue Pan Act (ARPA) and the 2021 Tax Anticipation Note (TAN).

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	11/17/2021 10:13 AM
Form Started By: Tomika Lynce		Started On: 11/17/2021 10:10 AM
Final Approval Date: 11/17/2021		

Commissioners Court - Regular Session **39.**

Meeting Date: 12/07/2021

2015 Certificates of Obligation Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to close P528 (JJC - Restroom/Water Fountain) and move the remaining funds of $200,000 to P543 (JJC - Records Room Remodel).

Background

This transfer is necessary because the scope of the records room has been revised and the restrooms will now be rolled into the new addition.

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	12/02/2021 09:13 AM
Form Started By: Tomika Lynce		Started On: 12/01/2021 09:45 AM
Final Approval Date: 12/02/2021		

Commissioners Court - Regular Session **40.**

Meeting Date: 12/07/2021

Redistricting Discussion

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss redistricting matters and effective dates relating to Williamson County Election, Justices of the Peace, Constables and Commissioners Court Precincts and Williamson County Voting Districts (VTDs).

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	12/03/2021 08:24 AM
Form Started By: Hal Hawes		Started On: 12/02/2021 03:37 PM
Final Approval Date: 12/03/2021		

Commissioners Court - Regular Session **41.**

Meeting Date: 12/07/2021

Resol for Tax Abatement

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 AM: Hold a public hearing regarding the re-adoption of guidelines for Texas Tax Code Chapter 312 Tax Abatements.

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	11/23/2021 04:01 PM
Form Started By: Hal Hawes		Started On: 11/23/2021 03:52 PM
Final Approval Date: 11/23/2021		

Commissioners Court - Regular Session **42.**

Meeting Date: 12/07/2021

Tax Abatement Resolution

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Williamson County Tax Abatement Policy Resolution relating to the re-adoption of guidelines for Texas Tax Code Chapter 312 Tax Abatements.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco Tax Abatement Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/23/2021 04:02 PM
Form Started By: Hal Hawes		Started On: 11/23/2021 03:55 PM
Final Approval Date: 11/23/2021		

WILLIAMSON COUNTY TAX ABATEMENT POLICY

RESOLUTION

A RESOLUTION ADOPTING GUIDELINES AND CRITERIA GOVERNING REINVESTMENT ZONES AND TAX ABATEMENT AGREEMENTS WITHIN WILLIAMSON COUNTY, TEXAS.

WHEREAS, the County of Williamson must compete with other counties across the State and across the Nation currently offering tax abatements and other incentives to attract new industry or to keep existing industry; and

WHEREAS, new jobs and industries will benefit the local economy, strengthen the real estate market, and generate future tax revenue; and

WHEREAS, pursuant to Section 312.002 of the Texas Property Tax Code, V.A.T.S., the County may not designate an area as a reinvestment zone and may not enter into an abatement agreement unless the Commissioner's Court holds a public hearing pursuant to tax code 312.401 and has established guidelines and criteria governing tax abatement agreements, Now Therefore

BE IT RESOLVED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS

That the following guidelines and criteria governing tax abatement agreements within Williamson County are hereby adopted.

SECTION 1.
AUTHORIZATION OF ABATEMENT

A. Economic Qualifications: In order for the owner of property within a reinvestment zone to be eligible to receive a tax abatement, the owner must show that the planned project will:

1. be a major investment that will substantially increase the appraised value of property within the zone; and

2. contribute to the retention or expansion of primary and secondary employment within the County over the period of the agreement

B. Creation of New Value: As of January 1st of the first year of the agreement and on which substantial improvements are made an abatement will be granted for only the increased taxable value of the eligible property, property Improvements, or business personal property made subsequent to and listed in an abatement agreement between the County and the property owner and lessee (if required), subject to such limitations as the County may require. The amount of value from the substantial improvements as agreed to in the abatement contract may not be

appealed to the Appraisal Review Board of the Central Appraisal District for a taxable value less than agreement stated on the increase in value over the period of the agreement.

C. Agricultural Exemptions Denied: No tax abatement shall be granted for any property unless and until full market value taxes have been paid for the five years prior to the execution of a tax abatement agreement.

D. Eligible Property: Tax abatement agreements may exempt from taxation all or part of the increase in the value of the property over its value (i) in the year in which the agreement is executed or (ii) at a later date as agreed upon in the applicable agreement. .

Eligible property will be described as:

a. real property, real property improvements or leasehold interest;
b. furniture, fixtures, machinery, inventory & supplies; and
c. leased personal property as described in attached exhibit's (if any) (attach a copy of the lease agreement)

E. Owned/Leased Facilities: If a leased facility is granted abatement, the tax abatement agreement shall be signed by both the lessor and the lessee.

F. Value and Term of Abatement: Abatement shall be granted effective on January 1 of the year (i) following the date of execution of the tax abatement agreement, or (ii) a later date as agreed upon in the applicable agreement. The percentage of the increase abated shall be determined in each tax abatement agreement. Length of abatements will be determined based upon the project and according to Tax Code 312.401(c).

SECTION II
PUBLIC HEARING AND APPROVAL

A. Prior to designating a reinvestment zone and entering into any tax abatement agreement, the County must hold a public hearing at which interested persons shall be entitled to speak for or against the approval of the reinvestment zone designation and the tax abatement agreement. Pursuant to Section 312.401(b), the County shall give notice of the public hearing on the designation of a reinvestment zone for tax abatement purposes. If a reinvestment zone comprising or containing the area of the proposed property to be abated has been previously designated by Commissioners Court, then the Court may, at its option, hold a public hearing at which interested persons shall be entitled to speak for or against the approval of the tax abatement agreement.

B. Before approving any tax abatement agreement, the County must find that the terms of the proposed agreement meet these guidelines and criteria and that:

1. there will be no substantial adverse effect on the provision of county services or in its tax base; and

2. the planned use of the property will not constitute a hazard to public safety, health, or welfare.

SECTION III
AGREEMENT

In addition to the specific requirements of Sections 312.205 and 12.402 of the Property Tax Code, the tax abatement agreement shall include the following:

1. an estimated increase to be abated and the current taxable value of the property;

2. a percent of increase to be abated each year, designated by specific year;

3. a commencement and expiration date of abatement;

4. a proposed use of improvement, nature of construction, time schedule, map, and property description;

5. the estimated number of jobs involved per year for the life of the tax abatement agreement;

6. a provision requiring the recapture of all or a portion of property tax revenue lost as a result of the agreement if the owner fails to meet any performance criterion provided by the agreement, and payment of a penalty, or interest, or both on that recaptured property tax revenue;

7. a provision for the timely filing of letters certifying compliance with the agreement in October of the year preceding each abated year and listing of who with the company requesting the abatement will be responsible each year for filing and who with the County will be receiving said compliance letters.

8. a provision requiring timely filed exemption applications and confidential renditions to the Central Appraisal District or said agreement may be either penalized or cancelled.

SECTION IV
ASSIGNMENT

Tax abatement agreements may be assigned to a new owner or lessee of the improvements with the written approval of the County, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all duties and obligations of the assignor as set out in the

agreement. No assignment shall be approved if the assignor or assignee is indebted to the County for ad valorem taxes or other obligations.

SECTION V
AMENDMENTS TO GUIDELINES

This Resolution can be amended and added to upon action of the Commissioner's Court, and is effective upon the date of its adoption and will remain in force for two (2) years, at which time all Reinvestment Zones and tax abatement agreements created pursuant to its provisions will be reviewed by the County to determine whether the goals have been achieved.

These guidelines and criteria are mutually exclusive of existing Industrial District agreements.

SECTION VI
VARIANCES

The Commissioner's Court, at its discretion, may grant a variance from the provisions of these guidelines and criteria to the extent that such variance does not conflict with legal requirements of applicable law.

SECTION VII
APPLICATION FEE

An Application Fee of $1,000 shall be submitted with any request for abatements.

RESOLVED this _____ day of _____, 2021.

_____
Bill Gravell, Jr., County Judge

ATTEST:

_____
Nancy Rister, County Clerk

Commissioners Court - Regular Session **43.**

Meeting Date: 12/07/2021

District Attorney ARPA position salary

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the salary for a vacant ARPA grant funded Prosecutor II position in the District Attorney's Office in excess of 15% above the minimum of the B-37 Grade.

Background

On June 15, 2021, the Commissioners Court approved funding three felony prosecutor positions with ARPA Funds. The District Attorney made three external hires at the approved salary of not more than $95,566.70.

In October 2021, one of the ARPA Prosecutor II positions became vacant when the employee moved to a new Prosecutor position approved in the budget. The District Attorney posted the vacant position on the Williamson County website and on the Texas District and County Attorneys Association (TDCAA) Website.

The vacancy has been advertised at TDCAA from September 17, 2021 until November 4, 2021. No applications were received in response to the TDCAA posting.

The vacancy has been advertised on the Williamson County website since October 27, 2021. Only five applications meeting the minimum requirements have been received. Two candidates who were interviewed and offered the position declined due to the salary amount.

The District Attorney has identified a candidate who meets the qualifications and expectations of the position and will accept the position for a salary of $110,000.

This request has been vetted with Human Resources and the Auditor's Office. The Auditor has confirmed that there are sufficient budget funds for this request.

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	12/02/2021 09:26 AM

Form Started By: Grace Frias Started On: 12/02/2021 09:21 AM
Final Approval Date: 12/02/2021

Commissioners Court - Regular Session **44.**

Meeting Date: 12/07/2021

Salary Policy Exemption Request 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 an exception to policy for Juvenile Services regarding an external hire for PCN 1065*, Director of Mental Health*.

Background

Williamson County Juvenile Services is requesting to hire external applicant Heather Robison, LPC-Supervisor at the currently budgeted salary of $88,532, which exceeds the county policy of 15% above the minimum of the grade. Mrs. Robison has been selected to fill the position of WCJS Director of Mental Health Services. This position is currently filled by Lynn Kessel, Ms. Kessel is retiring on December 30, 2021.
This request is based on Mrs. Robison's extensive experience as a mental health professional -- as detailed below, Mrs. Robison has worked in the mental health services field for 20+ years including 21 years as a licensed professional counselor and 17 years in a senior leadership position (Director of Clinical Services & Director of Crisis & Access).

Heather Robison

Meridell Achievement Ctr.	Director of Clinical Svcs.	January 2014-present (8 years)
Tri-County Services	Director of Crisis & Access	Oct. 2004-Jan.2014 (9 years)
Bayes Achievement Center	Therapist	Dec.2002-Sept. 2004 (2 years)
TDCJ	Diagnostic Interviewer	Dec. 2001-Dec. 2002 (1 year)
		20 years, 10+years youth

LPC-Supervisor 2002-2023 – 21 years
Licensed Child Care Administrator

Master’s in Health Care Administration -- Ashford University
Master’s in Clinical Psychology – Sam Houston State University

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	12/02/2021 10:49 AM
Form Started By: John Pelczar		Started On: 12/02/2021 10:34 AM
Final Approval Date: 12/02/2021		

Commissioners Court - Regular Session **45.**

Meeting Date: 12/07/2021

Mandated Response Team

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on establishment of an adult sexual assault response team and appointing required positions, as mandated in Section 351.252 of the Texas Local Government Code.

Background

During the 87 Regular Legislature, SB 476 was approved and has been enacted into law. Section 351.252 of the Texas Local Government Code requires counties to create a sexual assault response team (SART) and for the Commissioners Court to appoint members to the team. A list provided by the District Attorney of recommended members has been attached. The SART is required to meet at least quarterly and to develop written protocols, addressing a coordinated response for adult survivors of sexual assault. The protocols shall include procedures to be used in investigating and prosecuting cases arising from a report of sexual assault. The SART will also provide sharing of interagency information, ensure survivors are offered access to sexual assault advocates and have access to mental and behavioral health services. The SART will assess relevant community trends and will provide a report no later than December 1 of each odd-numbered year, which shall include:

- Number of sexual assault reports
- Number of investigations
- Number of indictments
- Number of reports with no indictment
- A list of SART members participating in meetings
- Copy of written protocols developed

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SART Members

Local Gov Code

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 10:02 AM

Form Started By: Kathy Pierce Started On: 12/02/2021 08:37 AM
Final Approval Date: 12/02/2021

Kathy Pierce

From: Shawn Dick
Sent: Wednesday, December 1, 2021 8:58 AM
To: Kathy Pierce
Cc: Jamie Felicia; Lindsey Roberts; Lindsay Richards
Subject: SART Appointments

Here is where we stand on confirming the statutorily required "response team members" under Sec. 351.252 of the Local Government Code. I put the category listed under the statute in one column and the individual or designee in the 2nd column.

(1) the chief administrator, or the chief administrator 's designee, of a sexual assault program that provides services for the county;	Ellen Payne, LCSW Vice President of Programs Williamson County Crisis Center dba Hope Alliance
(2) a prosecutor with jurisdiction in the county over cases involving sexual assault committed against adults;	Lindsay Richards Assistant District Attorney VAWA Grant Adult Sexual Assault Prosecutor Williamson County District Attorney's Office
(3) the chief, or the chief 's designee, of the municipal police department with the largest population in the county, provided a municipality in the county has a municipal police department;	Commander Ben Hall Criminal Investigations Division Round Rock Police Department
(4) the sheriff or the sheriff 's designee;	*Lt. Frank Saenz*
(5) a sexual assault nurse examiner or forensic examiner from a facility that conducts sexual assault forensic exams for the county;	Crystal Love Executive Director Brave Alliance Georgetown, Texas
(6) a behavioral health services provider operating in the county or, if the county does not have a behavioral health services provider, a representative from the county health department;	*Andrea Richardson of Bluebonnet*
(7) other persons the presiding officer of the response team considers necessary for the operation of the response team or as recommended by the response team	Lt. Larry Bond Cedar Park Police Department

Thank you for all your help. Please let me know what else you need from me.

Sec. 351.252. ESTABLISHMENT. (a) Except as provided by Subsection (b), the commissioners court of each county shall establish an adult sexual assault response team that includes the following members appointed by the commissioners court:

(1) the chief administrator, or the chief administrator's designee, of a sexual assault program that provides services for the county;

(2) a prosecutor with jurisdiction in the county over cases involving sexual assault committed against adults;

(3) the chief, or the chief's designee, of the municipal police department with the largest population in the county, provided a municipality in the county has a municipal police department;

(4) the sheriff or the sheriff's designee;

(5) either:

(A) a sexual assault nurse examiner or forensic examiner from a facility that conducts sexual assault forensic exams for the county; or

(B) a representative from the largest health care provider operating in the county if the county does not have a professional described by Paragraph (A);

(6) a behavioral health services provider operating in the county or, if the county does not have a behavioral health services provider, a representative from the county health department; and

(7) other persons the presiding officer of the response team considers necessary for the operation of the response team or as recommended by the response team.

(b) Two or more counties, each with a population of 250,000 or less, within a contiguous area may partner to form a multicounty response team.

Added by Acts 2021, 87th Leg., R.S., Ch. 568 (S.B. 476), Sec. 1, eff. September 1, 2021.

Sec. 351.253. PRESIDING OFFICER. The response team shall elect a presiding officer from among its members.

Added by Acts 2021, 87th Leg., R.S., Ch. 568 (S.B. 476), Sec. 1, eff. September 1, 2021.

Sec. 351.254. MEETINGS. (a) A response team shall meet:

(1) at least quarterly at a time determined by the presiding officer;

(2) not later than the 90th day after the last day of a regular legislative session to review and amend as necessary any protocols, forms, or guidelines developed under this subchapter; and

(3) at any other time at the call of the presiding officer.

(b) If a response team member is unable to participate in a response team meeting, the member or entity the member is representing may designate another individual

to represent the member or entity at the meeting. Each member or a designee of that member must participate in all response team meetings.

(c) A response team member must attend the quarterly meetings held as required under Subsection (a)(1) to participate in response team functions.

(d) A response team shall meet independently of a children's advocacy center multidisciplinary team described by Section 264.406, Family Code.

Sec. 351.255. VACANCIES. The commissioners court of a county shall fill a vacancy for a response team member not later than the 30th day after the date the vacancy occurs and in the same manner as the original appointment.

Added by Acts 2021, 87th Leg., R.S., Ch. 568 (S.B. 476), Sec. 1, eff. September 1, 2021.

Sec. 351.256. ADULT SEXUAL ASSAULT RESPONSE PROTOCOL. (a) A response team shall develop a written protocol addressing the coordinated response for adult survivors in the county that includes:

(1) the procedures to be used in investigating and prosecuting cases arising from a report of sexual assault;

(2) interagency information sharing, in accordance with state and federal law, to ensure the timely exchange of relevant information and enhance the response to survivors;

(3) the location and accessibility of sexual assault forensic examinations;

(4) information on the availability of and access to medical care when the care is clinically indicated;

(5) a requirement to ensure survivors are offered access to sexual assault program advocates, as defined by Section 420.003, Government Code;

(6) information on the availability of and access to mental and behavioral health services;

(7) a requirement to ensure that relevant law enforcement agencies notify survivors in a timely manner regarding the status of any criminal case and court proceeding;

(8) an assessment of relevant community trends, including drug-facilitated sexual assault, the incidence of predatory date rape, and sex trafficking;

(9) a biennial evaluation through sexual assault case reviews of the effectiveness of individual agency and interagency protocols and systems;

(10) at least four hours of annual cross-agency training on the dynamics of sexual assault for response team members participating in the quarterly meetings as required by Section 351.254(c); and

(11) procedures for addressing conflicts within the response team and for maintaining the confidentiality of information shared among response team members as required by law.

(b) In developing a protocol under this section, the response team:

(1) shall consider Chapter 56A, Code of Criminal Procedure;

(2) may provide different procedures for use within a particular municipality or area of the county served by the response team; and

(3) shall prioritize the health and safety of survivors.

(c) The purpose of the protocol developed under this section is to ensure coordination between all agencies involved in sexual assault cases to increase the efficacy of response and to minimize survivor traumatization. The response team shall provide the protocol to each agency in the county that responds to disclosures of sexual assault.

(d) Failure to follow a protocol developed under this section does not:

(1) constitute the basis for a claim or defense to a civil or criminal action; or

Sec. 351.257. REPORT. Not later than December 1 of each odd-numbered year, a response team shall provide to the commissioners court of each county the response team serves a report that includes:

(1) a list of response team members able to participate in the quarterly meetings required by Section 351.254(c);

(2) a copy of the written protocol developed under Section 351.256; and

(3) either:

(A) a biennial summary detailing:

(i) the number of sexual assault reports received by local law enforcement agencies;

(ii) the number of investigations conducted as a result of those reports;

(iii) the number of indictments presented in connection with a report and the disposition of those cases; and

(iv) the number of reports of sexual assault for which no indictment was presented; or

(B) an explanation of the reason the response team failed to provide the information described by Paragraph (A).

Added by Acts 2021, 87th Leg., R.S., Ch. 568 (S.B. 476), Sec. 1, eff. September 1, 2021.

Sec. 351.258. MEETINGS AND RECORDS; CONFIDENTIALITY. (a) A response team meeting is not subject to Chapter 551, Government Code.

(b) This section does not prohibit a response team from requesting or allowing the attendance of a person who is not a response team member at a response team meeting.

(c) Information and records acquired by a response team in the exercise of its purpose and duties under this subchapter are confidential and not subject to disclosure under Chapter 552, Government Code, and may only be disclosed as necessary to implement the response team's purpose and duties.

(d) A report or a statistical compilation of data reports created by the response team is public information subject to Chapter 552, Government Code, provided the report or compilation does not contain any personally identifiable information.

(e) Information, documents, and records of the response team that are confidential under this section are not subject to subpoena or discovery and may not be introduced into evidence in any civil, criminal, or administrative proceeding, except that information, documents, and records otherwise available from other sources are not immune from subpoena, discovery, or introduction into evidence solely because that information or those documents or records were presented during a response team meeting or maintained by the response team.

(f) A response team may only review a sexual assault case of an adult survivor with the signed, written consent of the survivor. The consent must specify:

(1) the information or records covered by the release;

(2) the reason or purpose for the release; and

(3) the person or agency to which the information is to be released.

Commissioners Court - Regular Session **46.**

Meeting Date: 12/07/2021

Crisis Services Agreement BTCS

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for Crisis Services by and between Williamson County and Bluebonnet Trails Community MHMR Center D/B/A Bluebonnet Trails Community Services to address coordination of crisis services in Williamson County, Texas.

Background

On October 19, 2021, the Commissioners Court heard an update from Chris Connealy on the City of Round Rock approving the creation of a Community Risk Reduction Program. Annie Burwell has accepted an offer from the City of Round Rock to begin the new program and many of the current MOT members are expected to go to Round Rock. To avoid confusion of multiple crisis teams, Chief Connealy recommended the ILA that the County has with Bluebonnet Trails Community Services be revised and that Bluebonnet provides the County's 24/7/365 crisis response. The Commissioner Court agreed with the recommendation and transition planning has been proceeding. The ILA attached outlines crisis services that Bluebonnet will provide, which also includes mental health professionals in 911 Dispatch, additional jail-based coordinators and a Physician Assistant to provide care to inmates at the jail.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA Crisis Services

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 10:26 AM
Form Started By: Kathy Pierce		Started On: 12/02/2021 09:51 AM
Final Approval Date: 12/02/2021		

WILLIAMSON COUNTY
CRISIS SERVICES
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) for Crisis Services is made and entered into by and between WILLIAMSON COUNTY, TEXAS (County) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES (BTCS) which are political subdivisions of the State of Texas ("the Parties").

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, the State of Texas has contracted with Local Mental Health Authorities to ensure provision of emergency mental health services throughout the 254 counties in Texas; and,

WHEREAS, BTCS is the Local Mental Health Authority for Williamson County and is responsible for ensuring access to needed behavioral health services for the citizens of Williamson County under contract for specific services with the state; and,

WHEREAS, the County, under the direction of Williamson County Emergency Services, provides assistance through 911 Dispatch addressing the emergent and urgent needs of callers through a collaborative response; and

WHEREAS, BTCS, as the Local Mental Health Authority for Williamson County provides behavioral health crisis services 24 hours a day in Williamson County; and,

WHEREAS, collaboration between Williamson County Emergency Services, Williamson County Sheriff's Office and BTCS will support the needs of persons accessing 911 Dispatch and law enforcement triage in order to resolve a mental health crisis; and

WHEREAS, the purpose for this agreement is to address coordination of crisis services in the community and conforms to The Health Insurance Portability and Accountability Act of 1996 (HIPAA) to do so; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall be effective as of the latest date of the Parties' execution below and shall continue thereafter in force until December 31, 2022, unless terminated prior to such time in accordance with the termination provision set out herein (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for additional terms of One (1) Year each

("Renewal Terms") beginning on October 1st of each year, unless either party terminates this Agreement prior to the expiration of the then existing Initial Term or Renewal Term in accordance with the terms hereof.

2. RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

The responsibilities, agreements and obligations of the Parties are outlined in Attachments A, B, and C, which are incorporated herein as if copied in full and made a part of this Agreement.

3. CONSIDERATION

The Parties agrees this Agreement is supported by adequate and valuable consideration; to wit: the mutual benefits received by the Parties from cooperating with one another and providing 24-hour mobile behavioral health services in Williamson County in the interest of the public health and safety of local communities.

4. TERMINATION

A Party to this Agreement has the right to terminate this Agreement by providing written notice to the other Party no less than ninety (90) days prior to the effective date of termination, after satisfying any liabilities (if any) of the withdrawing Party as stated herein.

5. EFFECT ON PRIOR AGREEMENTS

The Parties hereby agree that, upon the commencement of this Agreement, the current and existing Williamson County Mobile Crisis Services Interlocal Agreement between the Parties, being dated effective March 30, 2021 (the "Current Agreement") and any amendments thereto, shall be terminated and supplanted by this Agreement.

6. MISCELLANEOUS

A. SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

B. CONFIDENTIALITY OF INFORMATION. Williamson County and BTCS will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records, and information, which discloses information about the identity of any person served, in accordance with applicable federal and state law.

C. BUSINESS ASSOCIATE PROVISIONS. If Williamson County or BTCS receives any individually identifiable health information ("Protected Health Information" or "PHI"), from the other's agents, authorized personnel, employees, representatives and/or staff members of each party, or creates or receives any PHI on behalf of either Party, each Party shall maintain the security and confidentiality of such PHI as required of each Party by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:

- Use of PHI. Both Parties shall not use PHI otherwise than as expressly permitted by this agreement, or as required by law. However, both Parties may use PHI for purposes of

managing its internal business processes relating to its functions under this agreement.

- Disclosure of PHI. Both Parties shall not disclose PHI to any other person (other than members of Williamson County's Mobile Outreach Team (MOT), Williamson County Emergency Operations workforce or BTCS workforce), except as approved by each Party in writing. Any such disclosure shall be made only upon written agreement between Williamson County and BTCS, stating that both Parties are bound by the provisions of this section. Both Parties shall not disclose PHI to any member outside of its workforce unless they have advised such person of the Parties obligations under this section, and of the consequences for such person and for the party violating them. Either Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
- Safeguards. Both Parties shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this agreement. Both Parties shall provide the other with such information concerning such safeguards as either Party may from time to time request, and shall, upon reasonable request, give either Party access for inspection and copying to either Parties facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining either Parties compliance with this agreement.
- Accounting/Reporting of Disclosures. Both Parties shall maintain a record of all disclosures of PHI made otherwise than the purposes of this agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Either Party shall make such record available to the other Party on request. Both Parties shall report to the other Party any unauthorized use or disclosure of PHI by the Party or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.
- Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, that Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from either Party available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this agreement in such manner as either Party determines necessary to comply with such law or regulation. If either Party disagrees with any such amendment, it shall so notify the other Party in writing within thirty (30) days of notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this agreement on written notice to the other.
- Breach, If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require either Party to submit to a plan of monitoring and reporting, as either Party may determine necessary to maintain compliance with this agreement, and such a plan shall become part of this agreement; terminate this agreement, with or without an opportunity to cure the breach. When appropriate, notification to the

applicable licensure board will be made.

- Procedure upon Termination. Upon termination of this agreement both Parties shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

D. INSURANCE. Each Party will be responsible for insuring or self-insuring its own officers and employees.

E. CHOICE OF LAW. This Agreement shall be performable in Williamson County, Texas.

F. AMENDMENT. This Agreement may be amended if agreed upon by the Parties and approved by the governing body of each Party. The Parties agree to review this Agreement at least annually and before each annual budget period.

G. ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and BTCS will be honored under this Agreement.

H. NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

I. NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY:
c/o COUNTY JUDGE
710 MAIN STREET
GEORGETOWN, TX 78626

BLUEBONNET TRAILS COMMUNITY SERVICES:
c/o EXECUTIVE DIRECTOR
1009 NORTH GEORGETOWN STREET
ROUND ROCK, TX 78664

Address for notice may be changed at any time by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

J. PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

K. ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the non-prevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

L. GOVERNMENTAL IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

M. COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.

N. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the last party's execution below.

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

BLUEBONNET TRAILS COMMUNITY SERVICES

By: _____

Printed Name: ____Andrea Richardson_____

Title: _____Executive Director_____

Date: _____November 22, __, 20 21____

Attachment A

CRISIS SERVICES:

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

SCOPE OF SERVICES

1. County 9-1-1 Dispatch and BTCS Crisis Hotline will deploy a BTCS mobile crisis outreach team (MCOT) to provide mobile crisis services 24 hours per day throughout the County; provided, however, the Parties may, by separate agreement, modify or exclude this responsibility based on a separate agreement for mobile crisis outreach services within a specific jurisdiction.

2. Continuity of care following a crisis event will be provided by BTCS to persons enrolled in BTCS outpatient, residential or inpatient services; or, upon consent of the individual, with any identified provider of psychiatric or medical health care for the individual.

3. BTCS will be contacted by first responders, at the discretion of the first responder agency, through the 24-hour crisis hotline at 800-841-1255; through the BTCS mobile crisis Red Phone (512) 701-1982; or through 911 Dispatch. [Refer to Attachment B]

4. BTCS will provide:
   a. behavioral health services at the County's Jail through jail-based coordinators;
   b. coordination of services for justice-involved individuals in Williamson County courts through a court-based coordinator;
   c. mobile crisis outreach services when activated by Williamson County Independent School District personnel; and
   d. crisis behavioral health services in Williamson County hospitals 24 hours per day.

5. BTCS supports the medical practice within the Williamson County Jail with payment of the salary of a Physician Assistant (PA) through a time-limited grant. Specifically, BTCS shall provide $80,000 of the PA's salary and benefits through a Substance Abuse and Mental Health Services Administration (SAMHSA) grant and the delta needed to fund the remainder of the position will be funded by County through ARPA funding.

6. BTCS is responsible for data collection for their hours of crisis service, necessary for behavioral health system operations and improvements. The purpose of the data collection is to inform the practice as well as Commissioners Court and respective leadership of progress and trends related to crisis service delivery in Williamson County.

7. BTCS agrees to participate in scheduled discussions with Williamson County representatives of departments and agencies involved in the crisis services system to review the status and report performance metrics captured as a result of this Agreement in order to ultimately achieve the intent and spirit set out herein. The performance metrics will be defined by agreement with BTCS and County.

8. As defined in their state contract, BTCS will continue to make available to all persons in

the community a crisis hotline (800-841-1255) for 24-hour assistance.

9. A key component to the success of meeting performance goals is to educate law enforcement and other stakeholders of the responsibilities identified within Paragraphs 1-5, above. BTCS will work collaboratively with the Williamson County Sheriff's Office and law enforcement on this educational effort.

PAYMENT FOR SERVICES

BTCS is accountable for the ongoing staffing costs of these services as described above. Services requested beyond the scope of this Attachment will be negotiated by County and BTCS and set forth in a written amendment to this Agreement.

Service	Rate
24-Hour Mobile Crisis Services in Community and 24-Hour Crisis Hotline Operation	At no cost to County: Ongoing through BTCS
Non-Crisis-related Services considered to be Welfare Checks on Individuals in Community	At cost to be negotiated by BTCS and County and set forth in a written amendment to this Agreement.
Physician Assistant (PA) employed by Williamson County Jail	A salary amount not to exceed $120,000 per year paid as set out in this Attachment A.
Jail-based care coordination by qualified mental health professionals serving in Williamson County Jail	At no cost to County; Ongoing through BTCS
Court-based services coordination by qualified mental health professional serving in Williamson County Courts	At no cost to County; funded through time-limited federal grant awarded to BTCS ending 09-30-2023

Attachment B

911 DISPATCH – CRISIS CALL DIVERSION: RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

SCOPE OF SERVICES

In an effort to de-escalate mental health-related calls to Williamson County 911 Dispatch for the purpose of a timely response; meaningful diversion from deployment of law enforcement and other emergency services; and connection/referral to appropriate care:

1. Williamson County Emergency Services, Williamson County Sheriff's Office and BTCS will design a workflow allowing for 911 Dispatch to access a dedicated BTCS qualified mental health professional (QMHP) to respond to callers indicating a mental health need.

2. Williamson County Sheriff's Office will conduct background checks with fingerprints on potential QMHP applicants to determine if they meet criteria for unescorted badge access into the Williamson County Emergency Operations Center (EOC). The QMHP applicant selected will not be able to access systems or access information derived from Criminal Justice Information Services (CJIS) for their use. QMHP will sign an FBI Security Addendum and take the CJIS Security Awareness Training.

3. BTCS will provide an employee maintaining the credentials as a licensed professional of the healing arts (LPHA) to this partnership with Williamson County Emergency Services at Dispatch for consultation and clinical support to the QMHP.

4. Williamson County Emergency Services and BTCS will:
   a. Develop qualifying questions prompting transfer of a call from 911 Dispatch to the BTCS QMHP.
   b. Identify, collect and report outcome data to understand the impact of the BTCS QMHP at 911 Dispatch as well assess opportunities to fine-tune the workflow and outcome measurement over time.
   c. Partner on training for 911 Dispatch and BTCS staff.
   d. Seek to continually improve the process through collaboration and modification.
   e. Adhere to respective standards, rules and guidelines under which Williamson County Emergency Services and BTCS are individually and collectively obliged.

PAYMENT FOR SERVICES

BTCS is accountable for the ongoing staffing costs of the mental health professionals responding to 911 Dispatch calls. The County assumes the ongoing costs for utilities and maintenance of the space dedicated to the Williamson County Emergency Operations Center:

Service	Rate
Utilities and Maintenance of Emergency Operations Center	At no cost to BTCS: Ongoing through the County

Staffing of BTCS Mental Health Professionals Assigned to 911 Dispatch	At no cost to County: Ongoing through BTCS

Attachment C

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES: 23-HOUR OBSERVATION AND LAW ENFORCEMENT TRIAGE PROGRAM

This Attachment C of the Agreement is to establish a secure therapeutic acute care program within an existing facility owned by Williamson County in Georgetown, Texas. The program demonstrates a local partnership between the Williamson County Sheriff's Office, BTCS and partnering Williamson County law enforcement agencies. The purpose of this program, available 24/7 to law enforcement, is to divert persons from unnecessary stays in local emergency rooms while BTCS coordinates an appropriate level of care for adults experiencing acute psychiatric crises thereby allowing law enforcement to expeditiously return to duty in the community. Williamson County supports this effort by co-locating Williamson County Crisis Intervention Team in the building housing the program.

SCOPE OF SERVICES

A. BTCS will establish the 23-Hour Observation and Triage Program in the Lott Building within 3,000 square feet of the Williamson County-owned facility located at 107 Holly Street, Georgetown, Texas 78626. The renovation accommodating the 23-Hour Observation and Triage Center supporting law enforcement officers is made possible through Williamson County CARES Act funding.

B. BTCS will collaborate with the Williamson County Sheriff's Office in designing the admission criteria and curricula serving the needs of the designated population including therapies, medications and education and discharge planning ensuring a seamlessepisode of care, maximizing the use of available resources and plan for the successful return of the individual to their home community and school or transfer to other appropriate care setting.

C. BTCS will coordinate planning with all Williamson County Law Enforcement Agencies accessing the facility, as defined by the admission criteria, in I.B.

D. BTCS will uphold the intent of the Emergency Order GA-8 to isolate and contain the COVID-19 virus in all counties in Texas by using appropriate precautions including, but not limited to, wearing personal protective equipment to safely serve during the pandemic.

E. BTCS will provide written reports to the County accounting for the beds supporting admissions, by law enforcement agency. These reports will be provided at a frequency requested by the County and participating law enforcement agencies. Operational procedures and outcomes demonstrated through this program will be shared during the Williamson County Law Enforcement Committee discussions.

F. If requested by County,
   1. BTCS will ensure access to psychiatric services and medications; either in house, or by contractual relationship.
   2. Services will be provided in person and/or via tele-video by BTCS providers.
   3. BTCS will maintain, provide a copy of, and inform the County within five (5) business days ofany changes to all certifications, licensure, or registrations required by law.
   4. BTCS will maintain general and professional liability insurance in the minimum

amount of onemillion dollars ($1,000,000) for each occurrence.

PAYMENT FOR SERVICES

BTCS is accountable for the ongoing staffing costs for operation of this program. The County will assume the ongoing costs for utilities and maintenance of the space dedicated to the 23-Hour Observation and Law Enforcement Triage Program:

Service	Rate
Utilities and Maintenance of 23-Hour Observation and Triage Program Space	At no cost to BTCS: Ongoing through the County
Staffing and Operation of 23-Hour Observation and Triage Program	At no cost to County: Ongoing through BTCS

Commissioners Court - Regular Session **47.**

Meeting Date: 12/07/2021

Authorize advertising of RFQ #22RFSQ52 Strategic Plan Consulting Services

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed Statements of Qualifications for Strategic Plan Consulting Services under RFQ #22RFSQ52.

Background

Williamson County seeks to update its existing Strategic Plan by hiring a consulting professional to assist with the planning process and final document. The updated plan will define the mission and vision of the organization and the values it will hold as it moves forward. The Request for Qualifications document is attached. Funds are budgeted for this service in the FY 22 budget. Acct: 01-0100-0409-004100. Point of Contact is Joy Simonton.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Strategic Plan Request for Qualifications

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/29/2021 02:51 PM
Form Started By: Joy Simonton		Started On: 11/29/2021 09:26 AM
Final Approval Date: 11/29/2021		

Request for Qualifications
for
Williamson County, Texas
Strategic Plan Consulting Services

Purpose: Williamson County, Texas, herein "the County," has initiated a Request for Qualification (RFQ) process to identify and execute a strategic visioning and planning process. The County seeks a vendor who has demonstrated experience in successfully developing strategic plans, has strong facilitation skills and experience with public agencies.

Williamson County's government is a large, complex organization with many moving parts. The County is governed by the county Judge, four commissioners and twenty-four (24) additional elected officials that steer the organization through the budgeting process, setting policy and demonstrating leadership in a number of other ways. The Williamson County Strategic Plan, herein "The Plan" is one such example of this proactive leadership. Additionally, thirty-five (35) departments and over 1,800 employees operate to support service delivery throughout the County.

At this time, Williamson County seeks to update its existing Strategic Plan, established in 2010, by hiring a consulting professional to assist with that process and final document. The updated plan will define the mission and vision of the organization and the values it will hold as it moves forward.

The Plan is intended to provide a clear process for achieving the goals of the County. It is to serve as a guidepost for budgeting and major decisions. It is considered a living document and should continue as a tool to assist departments in providing the best services and facilities to residents.

Background: Williamson County is one of the fastest growing counties in the country with a population now exceeding 617,000 residents according to the US Census Bureau. Located in the Central Texas Hill County just north of the state capitol in Austin, and the University of Texas, Williamson County has emerged as an exceptional place to live. Physically, the eastern part of the county is level black land soil and the western part rolling limestone hills, cut through by the San Gabriel River and tributaries. The County has a storied history including dinosaurs, Comanches, outlaws, Texas Rangers, the Chisholm Trail, cowboys, and sturdy pioneers. Old ranch lands have become new neighborhoods, and today, the County is central to agriculture, education, and high-tech industry.

Williamson County is blessed with a mild climate offering more than 300 sunny days each year, affordable living, quality schools, clean air, scenic open spaces, and an abundance of parks and recreational opportunities. The County is well known for lively holiday traditions, live music and neighborly people with friendly dispositions that can only be described as "deep in the heart." The County boasts a low crime rate and unlike most states, Texas has no state personal income tax. All of these reasons make Williamson County one of the most desirable places to live and work in the United States.

The County was organized in 1848 and named for Robert M. Williamson, pioneer leader and veteran of the Battle of San Jacinto. Williamson County encompasses 1,124 sq. miles of Texas Hill County and 12 sq. miles of water.

Respondent Requirements: Respondents shall be firms, corporations, individuals or partnerships normally engaged in the consulting process and preparation of strategic plans of large, complex organizations.

Respondents shall have experience creating and updating strategic plans in high growth Texas regions.

Respondent shall demonstrate in their response their knowledge and understating of the issues facing Williamson County and how those issues are relevant to updating The Plan.

Respondents shall include at least one Project Manager with a minimum of five (5) year's experience in providing specified services.

Project Manager shall have completed no less than five (5) similar projects within the past three (3) year's.

Project Manager and all project team members may not be substituted or changed throughout the term of the agreement without the written approval of the City for the requested change.

Supporting Documents:

- Attachment A: Snapshot of Williamson County
- Attachment B: Williamson County Organizational Chart
- Attachment C: Location Map
- Attachment D: Williamson County Strategic Plan 2010
- Attachment E: Subsequent Departmental Strategic Updates

Scope of Work: Williamson County requests the submission of qualifications from qualified individuals or firms to assist in updating and developing The Plan that will serve to methodically guide departments and elected officials through the organization's next phase of growth.

The intent of this project is to complete a major ten (10) year update to The Plan. The successful respondent shall engage with project stakeholders to include members of the Court, department heads, Elected Officials, residents, the business community and other key groups to create The Plan.

Services shall include but are not limited to stakeholder engagement, research and consultation on best practices, meeting facilitation, document drafting, creation of supporting graphics, statistical analysis, and progress updates. The successful respondent shall present a completed strategic plan update to the Williamson County Court for adoption.

Existing Plans: A number of departments and elected officials engage in strategic planning exercises on a routine basis. These documents have been included in this RFQ to provide

insight to the work that does not have to be created. These efforts can be expanded on and incorporated into this planning exercise.

Planning Vision: The Plan is intended to provide a clear process for achieving the goals of the County. The Plan shall, at a minimum, represent the County's profile, values, current and future opportunities, needs, market position, competitiveness and service delivery goals.

Site Visits: Successful respondent shall visit Williamson County to familiarize themselves with the area and the challenges presented.

Meetings: Successful respondent shall schedule, promote and host stakeholder meetings to garner perspective and obtain input into Williamson County's unique position.

Decision making: The final scope of work will be developed in collaboration with the members of the Court and the successful respondent. The Court will render all final decisions as to the preparation and adoption of the Plan.

Data collection: The successful respondent shall utilize stakeholder input and interviews, current economic information and local, regional and national data in order to assist with and facilitate a Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis.

Stakeholder engagement: The successful respondent shall foster effective, far reaching and authentic participation by key stakeholders. Techniques should include, at a minimum, stakeholder meetings, stakeholder interviews, surveys and use of electronic media. The stakeholder engagement strategy should promote sincere participation. The strategy should identify the purpose of each identified stakeholder group, and the methods to be used for communication.

Final product: The final work product shall include all elements outlined in the contracted scope of services and related implementation recommendations. The content shall be concise, goal driven and structured within a timeline.

All elected officials shall have the option to participate.

All departments shall be represented in the plan.

The successful respondent shall present the final product and recommendations to the Commissioners Court for input, edit, revision and adoption.

Benchmarking: Implementation strategies and benchmarking shall be outlined in The Plan. The Plan shall be a working tool and provide measurable, performance-based goals that can be implemented and evaluated at predetermined frequencies.

Deliverables: The successful respondent shall provide the County with the following deliverables:

- Community engagement and facilitation aids
- Facilitation aids shall foster public outreach and citizen participation and shall include but not be limited to meetings, mailings, surveys, websites, and social media
- Meeting presentations and graphics

- Meeting summaries
- Plan elements
- Professionally written and edited text
- Final updated Strategic Plan Document
- Fifty (50) bound hard copy submissions in a format acceptable to the County
- One (1) Electronic submission

The Plan shall be prepared in a format and language that is user friendly and easily comprehendible and accessible to the public. All electronic files in native software formats editable by the County.

All documents and work products created as a result of this process shall become the property of Williamson County to include studies, documents and data.

Committee Review: An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

Project team qualifications	**40 Points**
Demonstrated understanding of Williamson County	**10 Points**
Proposed approach and methodology	**20 Points**
Timeline	**10 Points**
Work samples	**20 Points**
References	**Acceptable/Unacceptable**

The evaluation process may reveal additional information for consideration. The County reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the County.

Evaluation Committee:

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

Solicitation and Award Schedule: It is the County's intention to comply with the following solicitation timeline.

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the respondent the opportunity to ensure a mutual understanding of the services to be provided and the approach to be used.

Solicitation released	**week of December 27, 2021**
Deadline for questions	**January 21, 2022**
County responses to all questions or addendums	**January 28, 2022**
Responses for solicitation due at or before **3:00 PM**	**February 11, 2022**
Oral presentations	**TBD**
Contract award target	**March 15, 2022**

Project Schedule: The County seeks completion of The Plan with a presentation to the Court no later than May 2022. County staff has created the following schedule as a guideline to communicate the anticipated activities necessary to complete The Plan on time but seeks the respondent's scheduling recommendations in the RFQ response.

Consultant Selection	**March 2022**
Project Kick-Off	**March 2022**
Data Collection	**April 2022**
Stakeholder Outreach and Input Sessions	**May - July 2022**
Document Drafting	**August 2022**
Public Hearings	**September 2022**
Project Close and Presentation	**October 2022**

Response Requirements: The Response and accompanying documentation are the property of the County and will not be returned.

To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses shall not exceed twenty-five (25) pages in length (excluding title pages(s) and index/table of contents, or supplemental attachments or dividers). Information in excess of those pages allowed may not be evaluated.

Title Page (1 page) – Show the solicitation title and number, the name of firm, address, telephone number(s) name of contact person and date.

Letter of Transmittal (1 page) – Identify the services for which the solicitation has been prepared.

Briefly state your firms understanding of the services to be performed and make a positive commitment to provide the services as specified.

Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number(s) and e-mail address.

The letter of transmittal shall be signed by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

Available Resources and Consultant Location – Respondent shall provide information on size, resources and business history of the firm in addition to the firm's unique experience and qualifications for updating The Plan.

Project Team Experience and Qualifications – Respondent shall present qualifications for the proposed project team. Qualifications shall include resumes and specific examples of similar projects completed in the past three (3) years by the members proposed to be on the project team.

The Project Manager shall be identified as well as the role of each individual team member. An organizational chart of the proposed project team shall be included.

Respondent shall identify any sub-contractors along with their expected services to the County for the scope of work on behalf of the firm. Qualifications of any sub-contractors shall be included and shall be shown in the organizational chart required in section 1.5.1 above.

Respondent shall provide list of all of the firm's strategic plans adopted in the past five (5) years.

References – Provide the name, address, telephone number and e-mail address of a primary contact for at least three (3) organizations that have utilized similar services from your organization, including the proposed Project Manager, within the last three (3) years. Include a brief overview of the work performed with, at a minimum, a short description of the services provided, including total fee and methodology used for the projects. References may be checked prior to award. Any negative feedback received may result in disqualification response.

Demonstrated Understanding of Williamson County – Respondent shall demonstrate their understanding of the unique issues facing Williamson County and how those issue may impact The Plan.

Methodology and Approach –Respondent shall describe the method and approach to be used in updating The Plan. It is expected that the respondent's proposal shall provide specific recommendations for approaches, tasks and deliverables based on their experience in this field Specifically describe the following:

- Community engagement and notification strategies, tools and techniques
- Meeting facilitation tools and techniques
- The process for drafting and revising the individual plan elements
- Any unique techniques that that have been successfully utilized on similar projects

Timeline – Respondent shall provide a proposed schedule for the complete project per the specifications contained herein.

Work Samples – Respondent shall include a minimum of three (3) completed and adopted strategic plans completed for other similar organizations by the proposed Project Manager.

Industry Awards – Respondent shall provide information on professional awards or recognition received for previously completed strategic plans by the proposed Project Manager.

Supplemental Materials – Supplemental materials may include sample strategic plans or other relevant work products.

Commissioners Court - Regular Session **48.**

Meeting Date: 12/07/2021

Fiscal Impact Data Subscription to LOCI Software from Economic Impact Group

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a one-year Fiscal Impact Data Subscription to LOCI Software from Economic Impact Group for $3,000.00 per year to support the efforts of Cogitare Global LLC.

Background

This data subscription will benefit Cogitare Global, whose economic development consulting contract was approved by the Court on 11/9/21, Agenda Item #27963. LOCI software provides insight into tax structures, infrastructure expansion, regional impacts, and revenue analysis for economic development opportunities being considered by the County. A Tier Four license for $3,000.00 is required due to the population of the County. This expense is in additional to the professional service fees and will be invoiced to the County as a reimbursement by Cogitare Global. Department Contact: Commissioner Russ Boles. Currently unbudgeted, the Budget Office's potential funding recommendation is 01.0100.0494.004100 for Professional Services that could be utilized for this subscription with Commissioners Court approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LOCI Fiscal Impact Subscription License Pricing

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 11:54 AM
Form Started By: Joy Simonton		Started On: 12/02/2021 11:44 AM
Final Approval Date: 12/02/2021		

loci™ | The Gold Standard in Fiscal Impact Analysis Software

economic impact group

LOCI Registration - Please select your license type below . . .

Single Community License

A single-community license allows the user to conduct analyses for one county or a city within that county but not for other counties or cities outside the home county. The user can conduct analyses for any city within the county. The fee structure is as follows:

Tier	Population	Fee	
1	Less than 50,000	$500	TIER ONE LICENSE
2	50,001 to 250,000	$1,000	TIER TWO LICENSE
3	250,001 to 500,000	$2,000	TIER THREE LICENSE
4	Greater than 500,000	$3,000	TIER FOUR LICENSE

Multicommunity License

A multi-community license (or site license) is for regional agencies who have a multi-county and/or multi-city service territory.

Type of Regional Agency	Fee
Regional Economic Development	$3,000
Utility Company	$3,000
Higher Education	Based on service area

MULTI-COMMUNITY LICENSE

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CONTACT US

Commissioners Court - Regular Session **49.**

Meeting Date: 12/07/2021

Benefits - Authorize awarding RFP #T4960 Benefits Broker Consultant to Holmes Murphy

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 awarding RFP #T4960 Benefits Broker Consultant to Holmes Murphy with attached County Addendum as set forth, Broker Consultant contract documents as the RFP and vendor response, and authorize the execution of all associated documents.

Background

The Purchasing Department sent out over 200 notifications with 11 suppliers participating and 3 vendors submitting responses for Benefits Broker Consultant services. As recommended by the Benefits Committee, this is to finalize the RFP that was published in FY2021, in which Holmes Murphy was selected to continue as the Broker Consultant for the Employee Benefit Plans and to outline the new contract fees attached. Amount: $85,000.00 per year = $255,000.00 for the initial three-year period beginning January 1, 2022 through December 31, 2024, with two (2) additional, one (1)-year periods. Budgeted amount is $90,000.00 FY2022. Shelley Loughrey is the point of contact, funding project 01.0885.0886.004100

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement

Vendor Contact and Pricing Information

Scoresheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 05:08 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 08:21 AM
Form Started By: Johnny Grimaldo		Started On: 12/01/2021 02:01 PM
Final Approval Date: 12/02/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

FIRST ADDENDUM FOR AGREEMENT BETWEEN WILLIAMSON COUNTY AND HOLMES MURPHY & ASSOCIATES, LLC REGARDING SOLICITATION #T4960 RFP BENEFITS BROKER CONSULTANT (HR DEPARTMENT)

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, and the Texas Health & Safety Code.

THIS ADDENDUM TO THE CONSUTLING AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Holmes Murphy & Associates, LLC** (hereinafter "Consultant"). County agrees to continue engaging Consultant as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. Williamson County Solicitation #T4960 RFP (Benefits Broker Consultant), including attachment(s):
B. Consultant's Proposal, including attachment(s); and
C. This Williamson County Addendum.

II.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature
Date: _____, 2021

CONSULTANT:

David Gleason
Authorized Signature
Date: 10/15, 2021

Contact Information

Primary Contact Information	Vendor Answer
Name	David Gibson
Title	Vice President - Client Service
Address	12712 Park Central Dr, Suite 100 Dallas, TX 75251
Phone #	214. 265.6656
Fax #	
Email	dgibson@holmesmurphy.com
Secondary Contact Information	**Vendor Answer**
Name	Kaitlyn Beaird
Title	Account Manager - Client Service
Address	12712 Park Central Dr, Suite 100 Dallas, TX 75251
Phone #	214. 705.5490
Fax #	
Email	kbeaird@holmesmurphy.com

Pricing

Required Program Components

Pricing	Fees
Annual Consultant Fee	$85,000
Benefit Guide Development (Included)	$0
Total Cost	$85,000
	Response
Identify any split commission or joint marketing arrangements with other agents, brokers, firms, or associations. Provide complete disclosure of any and all fees/commissions/contingent commissions/overrides/bonuses obtained in connection with the County's account.	We do not accept any compensation, or commissions associated with your vendors or benefits in place which is what we prefer. However, if the County prefers we could be named the County's Broker of Record and potentially accept commissions on the current Voluntary Benefits, thereby lowering the above annual fee.
Year 1 Estimated Cost	$85,000
Year 2 Estimated Costs	$85,000
Year 3 Estimated Costs	$85,000
Year 4 Estimated Costs	$87,550
Year 5 Estimated Costs	$90,177
Notes	We are open to alternate compensation models that meet the needs of the County, and are flexible based on the current or future scope-of-services. Generally we do not expect any "out-of-scope" additional fees as long as we are being asked to perform Benefit Consulting services as part of this engagement.

Notes

Williamson County T4960 RFP Benefits Broker Consultant

September 2, 2021

Evaluation Criteria	Max Points	Holmes Murphy	Gallagher Benefits Services, Inc	Lockton Dunning
Experience, professional credentials and references of person(s) who will be servicing Williamson County account	20	20	15	20
Technical ability, capacity, financial viability and flexibility of the bidder perform the contract in a timely manner and on budget, as verified by client references and demonstrated success in projects with similar requirements	20	20	20	20
Proposed approach and plan to support Williamson County and comprehensiveness of services	20	20	15	15
References	10	10	10	10
Initial 3-year Proposed Amount		$ 255,000.00	$ 285,000.00	$ 375,000.00
Price	30	30.0	26.8	20.4
Total	100	100.0	86.8	85.4



T4960 RFP Benefits Broker Consultant SP

Final Audit Report 2021-09-03

Created:	2021-09-03
By:	Johnny Grimaldo (johnny.grimaldo@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUKOEBTMimvHjQls_zdmc5Ad_CpIPullg

"T4960 RFP Benefits Broker Consultant SP" History

Document created by Johnny Grimaldo (johnny.grimaldo@wilco.org)
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2021-09-03 - 1:08:15 PM GMT

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2021-09-03 - 1:08:15 PM GMT

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2021-09-03 - 1:08:16 PM GMT

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2021-09-03 - 1:11:21 PM GMT- IP address: 66.76.4.65

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2021-09-03 - 1:23:51 PM GMT- IP address: 172.56.7.119

Email viewed by John J. Pelczar (jpelczar@wilco.org)
2021-09-03 - 1:29:43 PM GMT- IP address: 74.194.229.101

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Adobe Sign

Email viewed by Kim Chappius (kim.chappius@wilco.org)

2021-09-03 - 1:38:48 PM GMT- IP address: 104.47.65.254

Document e-signed by Kim Chappius (kim.chappius@wilco.org)

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Signature Date: 2021-09-03 - 1:57:48 PM GMT - Time Source: server- IP address: 172.56.7.119

Document e-signed by John J. Pelczar (jpelczar@wilco.org)

Signature Date: 2021-09-03 - 5:27:43 PM GMT - Time Source: server- IP address: 74.194.229.101

Agreement completed.

2021-09-03 - 5:27:43 PM GMT

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Commissioners Court - Regular Session **50.**

Meeting Date: 12/07/2021

Benefits - Authorize UHC ASA Amendment No.5 for Health Benefit Plan, effective January 1, 2022

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 extension of contract #1702-144, Third Party Administrator for Self Funded Benefits, with United Healthcare Insurance Company, for renewal period beginning effective January 1, 2022 through December 31, 2022, and authorizing the execution of Amendment No. 5, for the same terms and conditions as the existing contract under Group Policy No. GA-911463AL.

Background

United Healthcare Insurance Company is the provider of Group Policy coverage for Williamson County employees. As recommended by the Benefits Committee, for the UHC Renewal Amendment #5, (Final Contract, Second One Year Renewal) including the Administrative Fees for the 2022 Benefits Plans for three medical plans, Navigate Plan (replacing the Nexus Plan), HSA Choice High Deductible Health Plan, Choice Plus Plan, Dental Plans, FSA/HSA Fees and outlining the new administrative fee rates. The department point of contact is Shelley Loughrey. GL# 01.0885.0885.004054 – Admin. Cost, Health Insurance, Budget $1,081,812.00, 01.0885.0885.004056 – Admin. Cost Dental, Budget $57,287.00, 01.0885.0885.004065, 01.0885.0885.004068 – Admin. Cost, HSA Budget $6,731.00, 01.0885.0885.004059 – Admin Cost Flex Plan – Budget $36,000.00, – Only if needed: Retiree Vision Budget $23,917.08, 01.0885.0885.004066 – Employee Vision – Budget $310,528.92

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

UHC Amendment No 5

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 08:49 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 09:17 AM
Form Started By: Johnny Grimaldo		Started On: 12/01/2021 02:06 PM
Final Approval Date: 12/02/2021		

FINANCIAL RENEWAL AND TERMS AMENDMENT NO. 5

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and Williamson County ("Customer"), Contract No. 911463, and is effective on January 1, 2022 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Williamson County	United HealthCare Services, Inc.
By _____ Authorized Signature	By Holly Durinick Authorized Signature
Print Name _____	Print Name Holly Durinick
Print Title _____	Print Title Regional Contract Manager
Date _____	Date 11/30/2021

Renewal 4Q 2020

The Administrative Services Agreement is amended on the Effective Date as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein. Following the Effective Date and after Customer has provided one (1) months' worth of claims funding, this Amendment is deemed executed by the parties.

Effective January 1, 2022, the definition of Proprietary Business Information in Section 1 – Definitions is replaced in its entirety with the following definition:

Confidential Information: Information disclosed or made available by a Party in connection with this Agreement, including without limitation the following, regardless of form or the manner in which it is furnished: (a) pricing, discounts, reimbursement terms, payment methodologies and payment processes, compensation arrangements and any similar commercial information and (b) data, information, statistics, trade secrets and any information about business, costs, operations, techniques, know-how or intellectual property. Any material that is derived from or developed from Confidential Information will be deemed Confidential Information for purposes of this Agreement, regardless of the person creating, disclosing or making available such material. Any Confidential Information included in preparations, proposals, scope documents, discussions, findings, summaries, reports and conclusions remain Confidential Information.

Confidential Information does not include: (a) information that is or becomes generally available to the public other than as a result of a disclosure by a receiving Party in violation of this Agreement or other agreement between the Customer and United, (b) information either obtained from a third party or already in a receiving Party's possession before receipt from the other Party, if the receiving Party can demonstrate such information was lawfully obtained and not subject to another obligation of confidentiality, and (c) information independently developed without reference to Confidential Information, if the receiving Party can demonstrate such independence through contemporaneous written records.

Effective January 1, 2022, Sections 4.2 Proprietary Business Information and 4.3 Access to Information are replaced entirely with the following:

Section 4.2 Use of Confidential Information. Neither Party may disclose the other's Confidential Information to any person or entity other than to the receiving Party's employees and Business Associates needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

Notwithstanding the foregoing, (i) United may disclose Customer Confidential Information to its affiliates and subcontractors as needed for those entities to provide services under this Agreement, (ii) Customer will not be prohibited from providing provider-specific cost or quality of care information or data, through a consumer engagement tool or any other means, to referring providers, the Plan Sponsor, Participants, or individuals eligible to become Participants of the Plan, to the extent required by Law, (iii) Customer may only use United's Confidential Information for Plan administration purposes and (iv) before United's Confidential Information can be disclosed, United may require a mutually agreed upon confidentiality agreement consistent with Law.

Neither party may sell, license or grant any other rights to the other Party's Confidential Information.

If a Party is requested or required to disclose Confidential Information by subpoena, legal process or applicable law, including public records acts, such Party shall (to the extent permitted by law), provide the other Party with immediate written notice of that request or requirement. Such Party shall reasonably cooperate in any efforts by the other Party to seek an appropriate protective order or other remedy or otherwise challenge or narrow the scope of that disclosure request or requirement. If a protective order or other remedy is not obtained, such Party shall furnish only that portion of the Confidential Information that is legally required.

If Customer requests that United provide information about the Plan that is in United's possession after the Agreement terminates and any applicable run out period has expired, then United may, in its discretion, provide such information subject to a fee.

EXHIBIT B - FEES

Contract Number 911463
The following financial terms are effective for the period January 1, 2022 through December 31, 2022.

The Standard Medical Service Fees are as stated below. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

The fees set forth herein do not include fees related to the requirements set forth in the Consolidated Appropriations Act, 2021, including the No Surprises Act, or the Transparency in Coverage Rule. Additional fees for these new regulatory requirements will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.

Standard Medical Service Fees

The Standard Medical Service Fees described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

The Standard Medical Fees are based upon an estimated minimum of 1,564 enrolled Employees.

The Standard Medical Service Fees are the sum of the following:

$51.79 per Employee per month covered under the Choice Plus and Choice HSA portion of the Plans.

$54.57 per Employee per month covered under the Navigate portion of the Plan.

Average Contract Size: 2.18

Pharmacy AWP Contract Rate

Customer's contract rate for prescription drugs is as provided in Exhibit C. United uses Medi-Span's national drug data file as the source for Average Wholesale Price information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies. United will not use two or more pricing sources simultaneously for a given claim.

Payment Integrity Services

Service Description	Fee
Advanced Analytics and Recovery • United's large-scale analytics to identify additional recovery opportunities. • Claims re-examined every month for up to 12 months. • Post-adjudicated claims.	Fee not to exceed 24% of the gross recovery amount
Credit Balance Recovery • Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. • On-site at hospitals and facilities. • Post-adjudicated claims.	Fee not to exceed 10% of the gross recovery amount.
Focused Claim Review • Review of claims for inappropriate billing of services not documented in clinical notes. • Board certified, same-specialty medical directors.	Fee not to exceed 22% of the gross recovery amount.

Pre-adjudicated claims or post-adjudicated claims.	
Fraud, Waste, and Abuse Management • Detection and recovery of wasteful, abusive, and/or fraudulent claims. • Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. • Pre-adjudicated claims or post-adjudicated claims.	Fee not to exceed 22% of the gross recovery or prevented amount
Hospital Bill and Premium Audit Services • In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. • Post-adjudicated claims.	Fee not to exceed 22% of the gross recovery amount
Litigation and Arbitration Fees for Recoveries • Litigation, arbitration, or other judicial process to recover any Overpayments and other Plan recovery opportunities. • Outside attorneys' fees and costs or administrative process fees directly incurred with litigation, arbitration, or other judicial process. • Pre-adjudicated claims or post-adjudication claims.	Outside attorneys' fees and costs or administrative process fees will be deducted from the gross recovery prior to the assessment of any applicable United fees (as indicated in this Exhibit).
Third Party Liability (Subrogation and Injury Coverage Coordination) • Services to prevent the payment of Plan Benefits, or recover Plan Benefits, which should be paid by a third party. • Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. • Pre-adjudicated claims or post-adjudicated. claims. • Customer will not engage any entity except United to provide such services without prior United approval.	Fee not to exceed 33.33% of the applicable savings amount.

Other Fees

Service Description	Fee
Naviguard	Customer will pay a fee equal to $2.50 per Employee per month.
External Reviews	If and when applicable, for each subsequent external review beyond the limited number of free reviews based upon Customer's total enrollment, a fee of $500 will apply per review.
Pharmacy Benefit Rebates - Termination	Pursuant to the termination section of the Agreement, if Customer terminates the Pharmacy Benefit Services portion of this Agreement only during the Term of the Agreement and termination is for any reason other than for cause, United may retain all Rebates that have not been remitted to Customer as of the effective date of such termination.
Consolidated Appropriations Act, 2021 ("CAA") Support Services. United will support Customer's compliance with the requirements of the CAA, including the No Surprises Act ("NSA"), by the respective enforcement date as follows: • NSA medical billing and the independent dispute resolution ("IDR"): o United will determine if a claim is subject to the NSA billing protections.	For the 2022 plan year, United will not charge separate services fees outside of base rates for the CAA Support Services. Customer remains responsible for the $50 government agency administration assessment and fees charged by the IDR arbitrator.

○ If United and a provider are unable to come to an agreement within the prescribed negotiation period for a claim subject to the NSA billing protections, United will manage, direct, and make decisions and submissions to support the IDR for Customer. ○ All qualifying payment amounts under the NSA will be calculated based on an insurance market across all self-insured group health plans administered by United. ○ United will not be using third party provider networks for services covered by the NSA. ○ The fees for programs in which the parties share in the savings achieved off a provider's billed charge will continue to apply to all services covered under the NSA. ○ Customer shall fund all settlement amounts and payments required as a result of any IDR process decision through the Bank Account. ○ Customer shall fund the $50 IDR administration fee and all IDR arbitrator fees through the Bank Account. • Revised medical Plan ID cards (if United provides Plan Participants with ID cards currently). • Provider directory enhancements. • Continuity of care and external appeals support for surprise medical bills. • Support related to Mental Health Parity Non-Quantified Treatment Limitations audits initiated by the U.S. Department of Labor, U.S. Department of Health and Human Services or the U.S. Department of Treasury. • Provide language to support Customer's anti-gag clause attestation requirement.	

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer's discretion as Customer utilizes wellness programming and services from United. If Customer terminates the Agreement prior to December 31, 2022, Customer will pay United a prorated portion of this credit.

$40,000 Wellness allowance

Other

A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount) by a United affiliate.

Flexible Spending Account Administration
Contract No.: 911765
The following financial terms are effective for the period January 1, 2022 through December 31, 2022

Service Description	Fee
FSA Administration	$2.95 Per Enrollee Per Month (PEPM)
Additional FSA Fees	
External Rollover – Set up charge per customer per vendor	$1,765
Eligibility feeds – Per file in excess of 52 per year	$235
Health Care Spending Card	Included in the total FSA cost
Nondiscrimination testing	$500 per occurence

COBRA Administration
The following financial terms are effective for the period January 1, 2018 through December 31, 2022

	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022
COBRA and/or Direct Billing Set Up and Maintenance	**$0.55 PEPM**	**$0.55 PEPM**	**$0.55 PEPM**	**$0.55 PEPM**	**$0.55 PEPM**
Group Setup Fee (one time fee at implementation)	Included	n/a	n/a	n/a	n/a
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included	n/a	n/a	n/a	n/a
On-going Maintenance Fee (annual fee in subsequent years after implementation)	n/a	Included	Included	Included	Included
COBRA Services					
Ongoing COBRA Continuant Per Month Charge	Included	Included	Included	Included	Included
Qualifying Event Notifications: Qualifying Event Services (fee per Qualifying Event -- includes distribution of Qualifying Event notices and election forms via proof of mail with instructions, and processing of enrollment forms returned)	Included	Included	Included	Included	Included
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included	Included	Included	Included	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included	Included	Included	Included	Included
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)	Included	Included	Included	Included	Included
Texas State Continuation Notification (per notice)	Included	Included	Included	Included	Included
Past Due Notices to Continuants (per notice, upon request)	Included	Included	Included	Included	Included

Note: The 2% COBRA administration portion from premium collected from continuants is remitted to the customer.

Retiree Billing Services					
Retiree Direct Billing (per continuant per month)	$4.50	$4.50	$4.50	$4.50	$4.50
Past Due Notices to Continuants (per notice, upon request)	Included	Included	Included	Included	Included

The following are Optional Services Available to customers purchasing COBRA/Direct Bill Services					
Employee Notification Services					
Retro COBRA / HIPAA Initial Rights Notices (per notice)	$3.00	$3.00	$3.00	$3.00	$3.00

Proprietary Information of UnitedHealth Group

Post-COBRA HIPAA Certificates of Coverage on **outside** COBRA members (per certificate)*	$3.00	$3.00	$3.00	$3.00	$3.00
HIPAA Privacy Notices (per notice)	$3.00	$3.00	$3.00	$3.00	$3.00
Medicare-D Notifications	$0.95	$0.95	$0.95	$0.95	$0.95
Open Enrollment Services					
Open Enrollment Service (per person) Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client **There is a $100 minimum for Open Enrollment Services*	$8.00 Plus Postage	$8.00 Plus Postage	$8.00 Plus Postage	$8.00 Plus Postage	$8.00 Plus Postage

*We provide these certificates through our internal processes as part of standard services for UnitedHealthcare members.

EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as "Fees") payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period beginning January 1, 2022 through December 31, 2022 ("Guarantee Period"). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50%		

	95.49% - 95.00% Below 95.00%		
Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00 Below 97.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through our phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		2%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50% 3.51% - 4.00% Greater than 4.00%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using our standard internal call quality assurance program.		

Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%	
Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	$7,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"	
Measurement	Minimum score on a 10 point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	$7,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

Pharmacy Financials				
Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria				**01/01/2022**
	Combined Discount Guarantee - Broad Network			
	Retail Brand, Average Wholesale Price (AWP) less			21.5%
	Retail Brand -- 90 Day Supply, AWP less			24.0%
	Retail Generic - 30 and 90 Day Supply, AWP less			83.0%
	Mail Order Brand, AWP less			25.0%
	Mail Order Generic, AWP less			86.0%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.			
	Dispensing Fees - Broad Network			
	Retail Brand - 30 Day			$0.55
	Retail Brand -- 90 Day Supply			$0.15

	Retail Generic - 30 Day			$0.55
	Retail Generic -- 90 Day Supply			$0.15
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Minimum Rebate Guarantee (Advantage PDL)			
-	Rebate Sharing Percentage			100.0%
-	Basis, per script			Brand
-	Retail - 30 and 90 Day			$284.81
-	Mail Order			$479.48
-	Specialty	Included In Retail	Included In Retail	Included In Retail
	Fees			
	Variable Copay program (monthly, per eligible member)			$0.45
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.			
Conditions	**Discount & Dispense Fee Specific Conditions** • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component.			
-	• Does not apply to items covered under the Plan for which no AWP measure exists.			
	• Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.			
-	• The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims.			
-	• The Arrangement excludes vaccines.			
-	• The Arrangement includes usual & customary claims, long term care facility claims, veterans' affairs facility claims, over-the-counter claims.			
-	• The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers.			
-	• The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater.			
-	• The Mail Order guarantee includes drugs dispensed for 46 days or greater.			
-	• Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees.			
-	• Drugs in the following Specialty therapeutic categories are included in the retail guarantees: None.			
	Rebate Specific Conditions			
	• Assumes implementation of United's Advantage PDL			

• Client directed deviations from the PDL and PDL exclusions or uptiers, or clinical programs may result in changes to pricing and guarantees, which will be factored in at the time of rebate payment and/or reconciliation.

• Calculation of the guaranteed rebate amount will exclude ineligible claims including claims where the plan is not the primary payer, claims approved by formulary exception, claims not covered by Customer's benefit design or PDL, claims from 340B, long term care or federal government pharmacies, claims for non-FDA approved products, compound drugs, consumer card or discount card program claims and direct member reimbursement claims.

• Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of rebates available due to the introduction of any new product (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of WAC on a Brand Drug subject to Rebates.

United reserves the right to modify or eliminate this arrangement as follows
based upon changes in Rebates:

• if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level

• in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates

• if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates

• if Customer changes or does not elect an incented plan design

• United will pay Rebates consistent with the Agreement. A reconciliation of the Rebate amounts will occur after the end of each annual contract period and when Rebate payments are substantially complete. The reconciliation calculates the minimum rebate amount by multiplying the actual number of scripts filled by the applicable rebate amount for that script type.

• Specialty rebates are included in the guaranteed retail per-script rebates above.

• Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement.

• If Customer terminates pharmacy benefit services with United prior to 12/31/2022, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.

• Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: None.

• Vaccines are excluded from the claim counts.

General Conditions

• All pricing guarantees shall remain in effect for the entire contract period of 01/01/2022 through 12/31/2022 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.

• Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.

• On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

• Pricing and guarantees assume enrollment of 1,564 Employees and 3,411 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.

• The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount.

• All pricing guarantees require the selection of United as the exclusive mail provider.

	United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates prior to the end of the Pharmacy Pricing Term. • United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement.

Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below. Specialty drugs not included on the list below and dispensed through United's specialty Pharmacy Network will be guaranteed at a discount of 14.0%.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period. The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate 14.0% discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.
Conditions	• Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. • Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order). • Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. • United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark

	• On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	14.5%	INFLAMMATORY CONDITIONS	KEVZARA	9.9%
ANEMIA	EPOGEN	13.3%	INFLAMMATORY CONDITIONS	KINERET	13.5%
ANEMIA	PROCRIT	13.6%	INFLAMMATORY CONDITIONS	OLUMIANT	12.5%
ANEMIA	RETACRIT	14.1%	INFLAMMATORY CONDITIONS	ORENCIA	14.2%
ANTICONVULSANT	DIACOMIT	12.5%	INFLAMMATORY CONDITIONS	OTEZLA	13.5%
ANTICONVULSANT	EPIDIOLEX	12.5%	INFLAMMATORY CONDITIONS	RIDAURA	14.1%
ANTICONVULSANT	FINTEPLA	10.4%	INFLAMMATORY CONDITIONS	RINVOQ	14.1%
ANTIHYPERLIPIDEMIC	JUXTAPID	13.2%	INFLAMMATORY CONDITIONS	SILIQ	11.4%
ANTI-INFECTIVE	ARIKAYCE	13.0%	INFLAMMATORY CONDITIONS	SIMPONI	14.1%
ANTI-INFECTIVE	DARAPRIM	12.5%	INFLAMMATORY CONDITIONS	SKYRIZI	18.1%
ANTI-INFECTIVE	PYRIMETHAMINE	12.5%	INFLAMMATORY CONDITIONS	STELARA	14.1%
ASTHMA	FASENRA	12.5%	INFLAMMATORY CONDITIONS	TALTZ	11.4%
ASTHMA	NUCALA	12.5%	INFLAMMATORY CONDITIONS	TREMFYA	14.1%
CARDIOVASCULAR	NORTHERA	14.0%	INFLAMMATORY CONDITIONS	XELJANZ	14.1%
CARDIOVASCULAR	VYNDAMAX	15.2%	INFLAMMATORY CONDITIONS	XELJANZ XR	14.1%
CARDIOVASCULAR	VYNDAQEL	12.5%	IRON OVERLOAD	DEFERASIROX	38.2%
CNS AGENTS	AUSTEDO	12.5%	IRON OVERLOAD	EXJADE	12.1%
CNS AGENTS	ENSPRYNG	11.9%	IRON OVERLOAD	FERRIPROX	12.5%
CNS AGENTS	FIRDAPSE	10.4%	IRON OVERLOAD	JADENU	13.5%
CNS AGENTS	HETLIOZ	14.0%	LIVER DISEASE	OCALIVA	15.0%
CNS AGENTS	INGREZZA	13.0%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	13.5%
CNS AGENTS	RILUTEK	13.5%	MOOD DISORDER DRUGS	SPRAVATO	13.5%
CNS AGENTS	RILUZOLE	92.6%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
CNS AGENTS	RUZURGI	11.4%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
CNS AGENTS	SABRIL	16.1%	MULTIPLE SCLEROSIS	AVONEX	14.0%
CNS AGENTS	TETRABENAZINE	46.4%	MULTIPLE SCLEROSIS	BAFIERTAM	14.0%
CNS AGENTS	TIGLUTIK	6.0%	MULTIPLE SCLEROSIS	BETASERON	14.1%
CNS AGENTS	VIGABATRIN	17.6%	MULTIPLE SCLEROSIS	COPAXONE	14.7%
CNS AGENTS	VIGADRONE	16.6%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	92.8%
CNS AGENTS	XENAZINE	15.5%	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	61.9%
CNS AGENTS	XYREM	6.3%	MULTIPLE SCLEROSIS	EXTAVIA	14.1%

CNS AGENTS	XYWAV	7.3%	MULTIPLE SCLEROSIS	GILENYA	14.0%
CYSTIC FIBROSIS	BETHKIS	11.4%	MULTIPLE SCLEROSIS	GLATIRAMER	69.7%
CYSTIC FIBROSIS	CAYSTON	14.5%	MULTIPLE SCLEROSIS	GLATOPA	69.1%
CYSTIC FIBROSIS	KALYDECO	13.5%	MULTIPLE SCLEROSIS	KESIMPTA	14.0%
CYSTIC FIBROSIS	KITABIS PAK	12.5%	MULTIPLE SCLEROSIS	MAVENCLAD	14.0%
CYSTIC FIBROSIS	ORKAMBI	13.5%	MULTIPLE SCLEROSIS	MAYZENT	12.5%
CYSTIC FIBROSIS	PULMOZYME	15.0%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
CYSTIC FIBROSIS	SYMDEKO	13.5%	MULTIPLE SCLEROSIS	REBIF	14.0%
CYSTIC FIBROSIS	TOBI	13.8%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	14.0%
CYSTIC FIBROSIS	TOBI PODHALER	13.8%	MULTIPLE SCLEROSIS	TECFIDERA	14.0%
CYSTIC FIBROSIS	TOBRAMYCIN	37.2%	MULTIPLE SCLEROSIS	VUMERITY	12.5%
CYSTIC FIBROSIS	TRIKAFTA	13.5%	MULTIPLE SCLEROSIS	ZEPOSIA	12.5%
ENDOCRINE	BUPHENYL	14.8%	MUSCULOSKELETAL AGENTS	EVRYSDI	7.3%
ENDOCRINE	BYNFEZIA	8.3%	NARCOLEPSY	WAKIX	13.5%
ENDOCRINE	CARBAGLU	7.3%	NEUTROPENIA	FULPHILA	13.8%
ENDOCRINE	CHENODAL	9.4%	NEUTROPENIA	GRANIX	13.8%
ENDOCRINE	CLOVIQUE	33.1%	NEUTROPENIA	LEUKINE	13.8%
ENDOCRINE	CUPRIMINE	14.1%	NEUTROPENIA	NEULASTA	13.8%
ENDOCRINE	CYSTADANE	10.4%	NEUTROPENIA	NEUPOGEN	13.8%
ENDOCRINE	CYSTADROPS	10.4%	NEUTROPENIA	NIVESTYM	13.8%
ENDOCRINE	CYSTARAN	13.0%	NEUTROPENIA	UDENYCA	13.8%
ENDOCRINE	DEPEN TITRATABS	14.0%	NEUTROPENIA	ZARXIO	13.8%
ENDOCRINE	D-PENAMINE	13.0%	NEUTROPENIA	ZIEXTENZO	13.5%
ENDOCRINE	EGRIFTA	13.5%	ONCOLOGY - INJECTABLE	ELIGARD	12.6%
ENDOCRINE	FIRMAGON	13.5%	ONCOLOGY - INJECTABLE	INTRON A	13.5%
ENDOCRINE	GATTEX	14.8%	ONCOLOGY - INJECTABLE	LEUPROLIDE	52.7%
ENDOCRINE	H.P. ACTHAR	13.5%	ONCOLOGY - INJECTABLE	SYLATRON	13.5%
ENDOCRINE	ISTURISA	10.4%	ONCOLOGY - INJECTABLE	SYNRIBO	11.4%
ENDOCRINE	JYNARQUE	12.5%	ONCOLOGY - ORAL	ABIRATERONE	82.5%
ENDOCRINE	KEVEYIS	13.0%	ONCOLOGY - ORAL	AFINITOR	14.1%
ENDOCRINE	KORLYM	11.4%	ONCOLOGY - ORAL	AFINITOR DISPERZ	14.1%
ENDOCRINE	KUVAN	12.7%	ONCOLOGY - ORAL	ALECENSA	14.1%
ENDOCRINE	MYALEPT	7.3%	ONCOLOGY - ORAL	ALKERAN	15.4%
ENDOCRINE	NATPARA	13.2%	ONCOLOGY - ORAL	ALUNBRIG	11.9%
ENDOCRINE	NITYR	11.9%	ONCOLOGY - ORAL	AYVAKIT	14.5%
ENDOCRINE	OCTREOTIDE ACETATE	56.8%	ONCOLOGY - ORAL	BALVERSA	13.5%

Proprietary Information of UnitedHealth Group

ENDOCRINE	PENICILLAMINE	33.1%	ONCOLOGY - ORAL	BEXAROTENE	33.5%
ENDOCRINE	PROCYSBI	7.3%	ONCOLOGY - ORAL	BOSULIF	13.5%
ENDOCRINE	RAVICTI	15.0%	ONCOLOGY - ORAL	BRAFTOVI	14.0%
ENDOCRINE	SAMSCA	13.5%	ONCOLOGY - ORAL	CABOMETYX	12.5%
ENDOCRINE	SANDOSTATIN	13.8%	ONCOLOGY - ORAL	CALQUENCE	13.5%
ENDOCRINE	SAPROPTERIN	41.3%	ONCOLOGY - ORAL	CAPECITABINE	79.4%
ENDOCRINE	SIGNIFOR	7.3%	ONCOLOGY - ORAL	CAPRELSA	9.4%
ENDOCRINE	SODIUM PHENYLBUTYRATE	33.1%	ONCOLOGY - ORAL	COMETRIQ	10.9%
ENDOCRINE	SOMATULINE DEPOT	13.5%	ONCOLOGY - ORAL	COPIKTRA	14.5%
ENDOCRINE	SOMAVERT	10.6%	ONCOLOGY - ORAL	COTELLIC	12.5%
ENDOCRINE	SYPRINE	13.5%	ONCOLOGY - ORAL	DAURISMO	12.5%
ENDOCRINE	THIOLA	11.4%	ONCOLOGY - ORAL	ERIVEDGE	12.5%
ENDOCRINE	TOLVAPTAN	33.1%	ONCOLOGY - ORAL	ERLEADA	13.5%
ENDOCRINE	TRIENTINE	84.6%	ONCOLOGY - ORAL	ERLOTINIB	33.1%
ENDOCRINE	XERMELO	13.0%	ONCOLOGY - ORAL	ETOPOSIDE	33.1%
ENDOCRINE	XURIDEN	12.5%	ONCOLOGY - ORAL	EVEROLIMUS	45.4%
ENZYME DEFICIENCY	CHOLBAM	4.2%	ONCOLOGY - ORAL	FARYDAK	11.4%
ENZYME DEFICIENCY	CYSTAGON	10.9%	ONCOLOGY - ORAL	GILOTRIF	7.3%
ENZYME DEFICIENCY	GALAFOLD	14.0%	ONCOLOGY - ORAL	GLEEVEC	15.4%
ENZYME DEFICIENCY	MIGLUSTAT	33.1%	ONCOLOGY - ORAL	GLEOSTINE	15.4%
ENZYME DEFICIENCY	NITISINONE	33.1%	ONCOLOGY - ORAL	HYCAMTIN	14.8%
ENZYME DEFICIENCY	ORFADIN	2.2%	ONCOLOGY - ORAL	IBRANCE	13.0%
ENZYME DEFICIENCY	PALYNZIQ	11.4%	ONCOLOGY - ORAL	ICLUSIG	12.7%
ENZYME DEFICIENCY	STRENSIQ	11.3%	ONCOLOGY - ORAL	IDHIFA	14.5%
ENZYME DEFICIENCY	SUCRAID	12.2%	ONCOLOGY - ORAL	IMATINIB MESYLATE	92.3%
ENZYME DEFICIENCY	TEGSEDI	7.3%	ONCOLOGY - ORAL	IMBRUVICA	14.0%
ENZYME DEFICIENCY	ZAVESCA	7.3%	ONCOLOGY - ORAL	INLYTA	13.6%
GAUCHERS DISEASE	CERDELGA	13.5%	ONCOLOGY - ORAL	INQOVI	10.4%
GENETIC DISORDER	DOJOLVI	15.0%	ONCOLOGY - ORAL	INREBIC	12.5%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	14.1%	ONCOLOGY - ORAL	IRESSA	14.5%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.7%	ONCOLOGY - ORAL	JAKAFI	12.5%
GROWTH HORMONE DEFICIENCY	INCRELEX	13.5%	ONCOLOGY - ORAL	KISQALI	14.5%

GROWTH HORMONE DEFICIENCY	NORDITROPIN	16.0%	ONCOLOGY - ORAL	KISQALI FEMARA	15.0%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	14.2%	ONCOLOGY - ORAL	KOSELUGO	13.7%
GROWTH HORMONE DEFICIENCY	OMNITROPE	14.5%	ONCOLOGY - ORAL	LAPATINIB	33.1%
GROWTH HORMONE DEFICIENCY	SAIZEN	17.5%	ONCOLOGY - ORAL	LENVIMA	14.5%
GROWTH HORMONE DEFICIENCY	SEROSTIM	13.5%	ONCOLOGY - ORAL	LONSURF	12.5%
GROWTH HORMONE DEFICIENCY	ZOMACTON	14.7%	ONCOLOGY - ORAL	LORBRENA	11.4%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	13.0%	ONCOLOGY - ORAL	LYNPARZA	12.2%
HEMATOLOGIC	BERINERT	12.5%	ONCOLOGY - ORAL	MATULANE	13.0%
HEMATOLOGIC	CABLIVI	13.5%	ONCOLOGY - ORAL	MEKINIST	11.4%
HEMATOLOGIC	CINRYZE	14.5%	ONCOLOGY - ORAL	MEKTOVI	14.0%
HEMATOLOGIC	DOPTELET	13.5%	ONCOLOGY - ORAL	MELPHALAN	33.1%
HEMATOLOGIC	FIRAZYR	13.5%	ONCOLOGY - ORAL	MESNEX	14.0%
HEMATOLOGIC	HAEGARDA	12.5%	ONCOLOGY - ORAL	NERLYNX	14.3%
HEMATOLOGIC	ICATIBANT	33.1%	ONCOLOGY - ORAL	NEXAVAR	12.5%
HEMATOLOGIC	MOZOBIL	13.5%	ONCOLOGY - ORAL	NILANDRON	15.0%
HEMATOLOGIC	MULPLETA	13.5%	ONCOLOGY - ORAL	NILUTAMIDE	27.9%
HEMATOLOGIC	OXBRYTA	11.9%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMATOLOGIC	PROMACTA	13.5%	ONCOLOGY - ORAL	NUBEQA	13.5%
HEMATOLOGIC	RUCONEST	13.2%	ONCOLOGY - ORAL	ODOMZO	13.8%
HEMATOLOGIC	TAKHZYRO	13.5%	ONCOLOGY - ORAL	ONUREG	11.9%
HEMATOLOGIC	TAVALISSE	13.5%	ONCOLOGY - ORAL	PEMAZYRE	14.0%
HEMOPHILIA - INFUSED	ADVATE	43.2%	ONCOLOGY - ORAL	PIQRAY	11.9%
HEMOPHILIA - INFUSED	ADYNOVATE	34.1%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMOPHILIA - INFUSED	AFSTYLA	34.0%	ONCOLOGY - ORAL	PURIXAN	12.5%
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	42.0%	ONCOLOGY - ORAL	QINLOCK	14.5%
HEMOPHILIA - INFUSED	ALPHANINE SD	49.3%	ONCOLOGY - ORAL	RETEVMO	12.5%
HEMOPHILIA - INFUSED	ALPROLIX	13.5%	ONCOLOGY - ORAL	REVLIMID	14.8%
HEMOPHILIA - INFUSED	BENEFIX	14.5%	ONCOLOGY - ORAL	ROZLYTREK	15.4%
HEMOPHILIA - INFUSED	COAGADEX	30.0%	ONCOLOGY - ORAL	RUBRACA	14.5%
HEMOPHILIA - INFUSED	CORIFACT	27.9%	ONCOLOGY - ORAL	RYDAPT	15.4%

HEMOPHILIA - INFUSED	ELOCTATE	27.9%	ONCOLOGY - ORAL	SPRYCEL	15.4%
HEMOPHILIA - INFUSED	FEIBA	40.2%	ONCOLOGY - ORAL	STIVARGA	11.9%
HEMOPHILIA - INFUSED	HEMOFIL M	44.4%	ONCOLOGY - ORAL	SUTENT	14.8%
HEMOPHILIA - INFUSED	HUMATE-P	37.1%	ONCOLOGY - ORAL	TABLOID	15.4%
HEMOPHILIA - INFUSED	IDELVION	13.5%	ONCOLOGY - ORAL	TABRECTA	12.5%
HEMOPHILIA - INFUSED	IXINITY	13.5%	ONCOLOGY - ORAL	TAFINLAR	13.5%
HEMOPHILIA - INFUSED	JIVI	22.8%	ONCOLOGY - ORAL	TAGRISSO	13.5%
HEMOPHILIA - INFUSED	KOATE	42.3%	ONCOLOGY - ORAL	TALZENNA	13.5%
HEMOPHILIA - INFUSED	KOATE-DVI	42.3%	ONCOLOGY - ORAL	TARCEVA	15.3%
HEMOPHILIA - INFUSED	KOGENATE FS	47.3%	ONCOLOGY - ORAL	TARGRETIN	14.0%
HEMOPHILIA - INFUSED	KOVALTRY	45.7%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEMOPHILIA - INFUSED	MONONINE	31.4%	ONCOLOGY - ORAL	TAZVERIK	13.7%
HEMOPHILIA - INFUSED	NOVOEIGHT	44.3%	ONCOLOGY - ORAL	TEMODAR	14.8%
HEMOPHILIA - INFUSED	NOVOSEVEN RT	38.3%	ONCOLOGY - ORAL	TEMOZOLOMIDE	51.6%
HEMOPHILIA - INFUSED	NUWIQ	48.2%	ONCOLOGY - ORAL	THALOMID	14.8%
HEMOPHILIA - INFUSED	PROFILNINE	30.0%	ONCOLOGY - ORAL	TIBSOVO	13.5%
HEMOPHILIA - INFUSED	REBINYN	17.6%	ONCOLOGY - ORAL	TRETINOIN	84.6%
HEMOPHILIA - INFUSED	RECOMBINATE	41.3%	ONCOLOGY - ORAL	TUKYSA	13.7%
HEMOPHILIA - INFUSED	RIXUBIS	13.7%	ONCOLOGY - ORAL	TURALIO	14.0%
HEMOPHILIA - INFUSED	TRETTEN	14.4%	ONCOLOGY - ORAL	TYKERB	14.8%
HEMOPHILIA - INFUSED	VONVENDI	12.5%	ONCOLOGY - ORAL	VENCLEXTA	12.5%
HEMOPHILIA - INFUSED	WILATE	42.3%	ONCOLOGY - ORAL	VERZENIO	13.0%
HEMOPHILIA - INFUSED	XYNTHA	38.4%	ONCOLOGY - ORAL	VITRAKVI	14.5%
HEMOPHILIA - INJECTABLE	HEMLIBRA	12.5%	ONCOLOGY - ORAL	VIZIMPRO	8.3%
HEPATITIS B	ADEFOVIR DIPIVOXIL	33.1%	ONCOLOGY - ORAL	VOTRIENT	13.5%
HEPATITIS B	BARACLUDE	13.8%	ONCOLOGY - ORAL	XALKORI	11.9%
HEPATITIS B	ENTECAVIR	61.5%	ONCOLOGY - ORAL	XELODA	15.4%
HEPATITIS B	EPIVIR HBV	14.3%	ONCOLOGY - ORAL	XOSPATA	14.5%
HEPATITIS B	HEPSERA	13.7%	ONCOLOGY - ORAL	XPOVIO	14.3%
HEPATITIS B	LAMIVUDINE HBV	33.1%	ONCOLOGY - ORAL	XTANDI	13.5%
HEPATITIS B	VEMLIDY	13.3%	ONCOLOGY - ORAL	YONSA	13.5%
HEPATITIS C	EPCLUSA	14.0%	ONCOLOGY - ORAL	ZEJULA	13.7%
HEPATITIS C	HARVONI	15.0%	ONCOLOGY - ORAL	ZELBORAF	13.0%
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	15.0%	ONCOLOGY - ORAL	ZOLINZA	14.8%

HEPATITIS C	MAVYRET	14.0%	ONCOLOGY - ORAL	ZYDELIG	14.5%
HEPATITIS C	PEGASYS	16.5%	ONCOLOGY - ORAL	ZYKADIA	13.0%
HEPATITIS C	PEGINTRON	17.5%	ONCOLOGY - ORAL	ZYTIGA	13.5%
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	14.0%	ONCOLOGY - TOPICAL	TARGRETIN	14.0%
HEPATITIS C	SOVALDI	14.0%	ONCOLOGY - TOPICAL	VALCHLOR	9.9%
HEPATITIS C	VIEKIRA PAK	13.5%	OPHTHALMIC	OXERVATE	12.5%
HEPATITIS C	VOSEVI	14.0%	OSTEOPOROSIS	FORTEO	13.9%
HEPATITIS C	ZEPATIER	13.9%	OSTEOPOROSIS	TERIPARATIDE	13.5%
IMMUNE MODULATOR	ACTIMMUNE	14.3%	OSTEOPOROSIS	TYMLOS	13.3%
IMMUNE MODULATOR	ARCALYST	15.0%	PARKINSONS DISEASE	APOKYN	11.5%
IMMUNOLOGICAL AGENTS	PALFORZIA	2.2%	PARKINSONS DISEASE	INBRIJA	12.5%
INFERTILITY	CETROTIDE	17.2%	PULMONARY DISEASE	ESBRIET	13.5%
INFERTILITY	CHORIONIC GONADOTROPIN	33.1%	PULMONARY DISEASE	OFEV	12.5%
INFERTILITY	FOLLISTIM AQ	24.3%	PULMONARY HYPERTENSION	ADCIRCA	13.5%
INFERTILITY	GANIRELIX ACETATE	16.6%	PULMONARY HYPERTENSION	ADEMPAS	13.5%
INFERTILITY	GONAL-F	22.9%	PULMONARY HYPERTENSION	ALYQ	58.8%
INFERTILITY	GONAL-F RFF	22.9%	PULMONARY HYPERTENSION	AMBRISENTAN	53.7%
INFERTILITY	MENOPUR	16.8%	PULMONARY HYPERTENSION	BOSENTAN	33.1%
INFERTILITY	NOVAREL	33.1%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
INFERTILITY	OVIDREL	17.2%	PULMONARY HYPERTENSION	OPSUMIT	13.7%
INFERTILITY	PREGNYL	33.1%	PULMONARY HYPERTENSION	ORENITRAM	13.5%
INFLAMMATORY CONDITIONS	ACTEMRA	14.2%	PULMONARY HYPERTENSION	REVATIO	13.3%
INFLAMMATORY CONDITIONS	CIMZIA	15.5%	PULMONARY HYPERTENSION	SILDENAFIL	95.7%
INFLAMMATORY CONDITIONS	COSENTYX	13.5%	PULMONARY HYPERTENSION	TADALAFIL	33.1%
INFLAMMATORY CONDITIONS	DUPIXENT	14.1%	PULMONARY HYPERTENSION	TRACLEER	13.5%
INFLAMMATORY CONDITIONS	EMFLAZA	10.9%	PULMONARY HYPERTENSION	TYVASO	13.0%
INFLAMMATORY CONDITIONS	ENBREL	14.0%	PULMONARY HYPERTENSION	UPTRAVI	14.8%
INFLAMMATORY CONDITIONS	HUMIRA	15.5%	PULMONARY HYPERTENSION	VENTAVIS*	13.0%
INFLAMMATORY CONDITIONS	ILUMYA	14.1%			

*Includes Nebulizer

Commissioners Court - Regular Session **51.**

Meeting Date: 12/07/2021

Authorize Contract Renewal #1 McLemore Building Maintenance for Custodial/Janitorial Services

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on extending Custodial/Janitorial Services Agreement, Renewal #1, with McLemore Building Maintenance, for the same pricing, terms and conditions as the existing contract, per the attached pricing documentation and Specification and Scope of Service, for the term of January 1, 2022 - December 31, 2022.

Background

This is the first renewal for this contract with McLemore Building Maintenance. . The Facilities department requested renewal of this agreement and provided a Vendor Performance Report (VPR) showing that the vendor met all County requirements on the contract. Point of contact is Shantil Moore. Funding Source will be 01-100-0509-4962 and 01-0545-0545-004962 (Animal Shelter).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1

Original Contract 2019

Pricing FY22

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2021 11:30 AM
Purchasing (Originator)	Joy Simonton	12/02/2021 10:23 AM
Form Started By: Kim Chappius		Started On: 11/17/2021 04:14 PM
Final Approval Date: 12/02/2021		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods/Services	**Department:**	Facilities
Vendor Name:	McLemore Building Maintenance, Inc		
Vendor Address:	110 Fargo St, Houston, Texas 77006		
Purpose/Intended Use of Product or Service (summary):			
Janitorial/Custodial Services for FY2022			
P.O./Contract Number:	1978	**Effective Date:**	01/01/2022
Purchaser/Contract Specialist:	Kim Chappius	**Expiration Date:**	12/31/2022
Requested By:	Shantil Moore, Facilities		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the First (1) of four (4) one (1) year renewal option periods:**

Renewal Option Period 1	January 1, 2022 – December 31, 2022
Initial Contract Period	January 1, 2020 – December 31, 2021

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor McLemore Building Maintenance, Inc.

Name Richard Rodriguez

Title President

Signature _____

Date 11-17-2021

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell Jr

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm, and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a Genera Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

Contract Number:	WilCo RFP #1978
Contract Name:	Custodial Services
Name of Company:	McLemore Building Maintenance, Inc.
Contact Person:	Richard Rodriguez
Phone:	713-528-7775
Email:	rrodriguez@mbminc.com
Date:	November 17, 2021
Printed Name of Person Submitting Affidavit:	Richard Rodriguez
Signature of Person Submitting Affidavit:	Richard Rodriguez

On this, the 17th day of November, 2021, before me a notary public, the undersigned officer, personally appeared Richard Rodriguez, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

LILIAN T CORDERO
Notary ID #130111779
My Commission Expires
May 24, 2025

Notary Public

Two (2) Signed Originals & One (1) photocopy must be submitted

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR CUSTODIAL SERVICES
(Mclemore Building Maintenance, Inc.)
(WilCo RFP #1978)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mclemore Building Maintenance, Inc.**, a Texas corporation with offices located at 110 Fargo St., Houston, Texas 77006 (hereinafter "Service Provider"). 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:

A. **As described in the attached WilCo RFP #1978 designated as Exhibit "A" and incorporated herein as if copied in full;**

B. **Service Provider's Response to WilCo RFP #1978, dated September 5, 2019, which is designated as Exhibit "B" and incorporated herein as if copied in full;**

C. **Service Provider's Best and Final Offer ("BAFO") designated as Exhibit "C" and incorporated herein as if copied in full;**

D. **Security Addendum designated as Exhibit "D" and incorporated herein as if copied in full; and**

E. **Any required insurance certificates.**

Should The County choose to add services in addition to those described in the above-referenced exhibits, 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 starting January 1, 2020 with the initial term continuing until December 31, 2021. At the end of the initial term of this contract, the parties, upon mutual agreement, shall have the option to renew this contract for up to four (4) additional and separate terms of twelve (12) months each upon the same terms and conditions contained herein, and pricing will presumptively remain the same. Exercise of the renewal option is at The County's sole discretion and shall be conditioned, at a minimum, on the Service Provider's performance of this contract and subject to: 1) same pricing or reasonable pricing close to the original pricing as agreed to by The County; and 2) the availability of funds. The County and Service Provider expressly agree that termination shall be Service Provider's sole remedy if the County chooses not to extend this contract for an additional twelve (12) month term.

III.

Consideration and Compensation: Service Provider will be compensated based on pricing set forth in Response(s) to RFP #1978, including the Best and Final Offer ("BAFO") from Service Provider, and include a total annual amount of $2,271,264.72 for the bulk of services which will be paid on a monthly basis in the amount of $189,272.05 for services rendered. Additionally, there are also: 1) discretionary special request service(s) at $18.50/hour; and (2) labor for the Williamson County Expo Center event services at $25.00/hour subject to budgeted amounts.

Any changes to pricing must be done in writing via amendment to this contract with formal approval by the Williamson County Commissioners Court.

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

fall on a Saturday or Sunday.

IV.

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 authorized 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 WilCo RFP #1978 designated as Exhibit "A" and incorporated herein as if copied in full;**

B. **Service Provider's Response to WilCo RFP #1978, dated September 5, 2019, which is designated as Exhibit "B" and incorporated herein as if copied in full;**

C. **Service Provider's Best and Final Offer ("BAFO") designated as Exhibit "C" and incorporated herein as if copied in full;**

D. **Security Addendum designated as Exhibit "D" and incorporated herein as if copied in full; and**

E. **Any required insurance certificates.**

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.

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; OR IF THE CLAIM IS COVERED BY SERVICE PROVIDER'S INSURANCE COVERAGE, BY COUNSEL CHOSEN BY THE COUNTY OR CHOSEN AFTER CONSULTATION WITH AND APPROVAL BY THE COUNTY ON CHOICE OF COUNSEL AND THE COUNTY SHALL NOT UNREASONABLY WITHHOLD SUCH APPROVAL), AND HOLD

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

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

VIII.

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

IX.

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

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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

WILLIAMSON COUNTY:

Authorized Signature

Bill Gravell Jr.
Printed Name

Date: November 19, 2019

SERVICE PROVIDER:

Authorized Signature

Richard B. Rodriguez
Printed Name

Date: 11/5/, 2019

Contract	Building Name	FY22 Monthly Janitorial Expense
1000	Historic Courthouse	$ 6,140.13
1001	Historical Museum (Farmers St Bank Bldg)	$ 855.86
1002	Georgetown Health Department	$ 1,852.32
1003	Taylor Health Dept	$ 3,721.62
1005	Round Rock Annex Bldg A	$ 1,697.18
1006	Round Rock Annex Bldg B	$ 3,472.34
1008	Sheriff Administration / Jail	$ 8,841.38
1009	Criminal Justice Center	$ 34,633.61
1017	Game Warden	$ 171.90
1019	303 MLK	$ 433.01
1020	305 MLK	$ 356.98
1026	Central Maintenance Facilities	$ 5,486.01
1029	Storage/Warehouse / Brown Santa	$ 100.00
1032	Cedar Park Annex	$ 6,117.40
1033	Taylor Annex	$ 5,314.73
1043	Inner Loop Annex	$ 11,599.50
1044	Sheriff Office - Eastside	$ 406.56
1045	Juvenile Justice Center	$ 16,585.01
1046	Parking Garage CJC/Jail	$ 81.60
1047	Taylor Expo Center	$ 2,333.58
1048	JP Pct 4	$ 1,035.32
1050	Sheriff Gun Range Restroom	$ 103.55
	Sheriff Gun Range - Range Master HQ Building	$ 145.00
	Sheriff Gun Range - Hutto Community Room	$ 145.00
1051	Georgetown Tax Office	$ 3,084.06
1062	Hutto Annex - Vacant Bldg	$ 805.15
1063	Facilities Services Center	$ 4,119.30
1064	Children's Advocacy Center - Vacant Bldg	$ 145.00
1066	Round Rock Jester Annex	$ 5,532.16
1071	Emergency Service Operation Center (ESOC)	$ 5,724.00
1072	Parks HQ Southwest Regional Park	$ 1,127.41
1073	Williamon County Cities Health District (WCCHD)	$ 6,149.90
1075	Sheriff's Office Training Center (SOTC)	$ 6,264.75
1077	Wireless Communication	$ 2,312.23
1078	EMS Training	$ 11,491.67
1079	Vehicle Impound	$ 1,276.54
1080	Georgetown Annex	$ 17,948.70
1082	Public Safety Bldg	$ 1,016.70
1084	Georgetown Internal Audit	$ 976.15
1024	Life Steps/Red House	$ 115.00
1087	River Ranch	$ 650.00
	Interpretive Center	$ 550.00
1086	Commissioner - Pct 4	$ 100.00
	Monthly Total	**$ 181,018.31**

Contract	Building Name	Monthly Janitorial Expense
WCRAS	Wilco Regional Animal Shelter & Additional Building	$ 2,072.04
	Monthly Total	**$ 2,072.04**

Commissioners Court - Regular Session **52.**

Meeting Date: 12/07/2021

Award RFQ #21RFSQ2 for Berry Springs Park Improvements Design and Engineering to Halff Associates, Inc

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 awarding RFQ #21RFSQ2 for Berry Springs Park Improvements design and engineering to Half Associates, Inc in the amount of $441,951.00 and authorize execution of the agreement. Funding source is P559.

Background

Halff Associates, Inc. is recommended for award through RFQ #21RFSQ2 for Design or Engineer Services for Minor County Building Projects. The firm has demonstrated success and experience specifically with prior Berry Springs projects. Trenton Jacobs is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 05:22 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 08:20 AM
Form Started By: Johnny Grimaldo		Started On: 12/01/2021 01:52 PM
Final Approval Date: 12/02/2021		

FIRST AMENDED AND RESTATED AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: **Berry Springs Park Improvements, Parks Bond B** ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER: **Halff Associates, Inc.** ("A/E")
James Hemenes, PLA, ASLA, CPRE
Director Landscape Architecture
9500 Amberglen, Building F, Suite 125
Austin, Texas 78729-1102

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS FIRST AMENDED AND RESTATED AGREEMENT FOR PLANNING, DESIGN AND ENGINEERING SERVICES ("Amended 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 planners, landscape architects, architects and engineers; and

WHEREAS, County intends to **Design and Construct a Park Headquarters and Various Other Improvements to Berry Springs Park**; 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 AMENDED 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 Amended Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Amended Agreement), all fully executed Work Authorizations; all fully executed Supplemental Work Authorizations and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Amended Agreement, and all are as fully a part of this Amended Agreement as if attached to this Amended 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 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 Amended 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 Amended Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Amended Agreement without liability or, in its discretion and at its sole election, to deduct from the Amended 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 planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural and engineering practices and the scope of work described on the Exhibits attached to this Amended Agreement. A/E shall also serve as County's professional planner, landscape architect, architect and engineer in those phases of the Project to which this Amended Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.3
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"):

4.3.1

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.

4.3.2

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

4.3.3

The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Amended 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 **Four Hundred Forty-One Thousand, Nine Hundred Fifty-One Dollars ($441,951)** 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 Amended 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 **Three Thousand Dollars ($ 3,000)**.

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 Amended 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 **Seventeen Thousand, Six Hundred Seventy-Eight Dollars ($ 17,678)**.

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 Amended 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 Amended 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 Amended 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 Amended 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 Amended Agreement is as follows:

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

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 Amended 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 Amended 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 Amended 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 Amended Agreement is as follows:

Halff Associates, Inc.
James Hemenes, PLA, ASLA, CPRE
Director Landscape Architecture
9500 Amberglen, Building F, Suite 125

Austin, Texas 78729-1102

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 Amended 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 Amended 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 Amended 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 Amended 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 Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

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

A/E: Halff Associates, Inc.
9500 Amberglen, Building F, Suite 125
Austin, Texas 78728-1102

Attention: James Hemenes, PLA, ASLA, CPRE
Director of Landscape Architecture

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 Amended 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 Amended 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 planning, landscape architecture, 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 AMENDED 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 AMENDED 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 planner, landscape architect, 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 requirements 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 planning, landscape architecture, 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 Amended 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:
Halff Associates, Inc.

By: _____
Signature

M. James Heemenes
Printed Name

Team Leader / Dir. of L.A. - Austin
Title

Date Signed: 11/22/21

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:

Berry Springs Park
1801 CR 152, Georgetown TX
Precinct 3
Parks Bond 2020-B, P559

BERRY SPRINGS PARK
PARKS BOND PROGRAM 2020-B (10/21/21)



SCOPE OF WORK

1. NEW REMOTE RESTROOM
   - UNISEX PIT TOILET(S) W/ SOLAR FAN
2. EXPAND PARKING (50-75 SPACES W/ LIGHTING)
   - OPTIONS TO CONVERT OVERFLOW PARKING LOCATIONS
3. ADD COVERED / OPEN-AIR PAVILLION / GAZEBO FOR WEDDINGS (W/ ELECTRIC - SEATS 60)
   - LOCATE NEAR HEALTHY ORCHARD TREES FOR PICTURESQUE SCENERY
4. ADD PARK MAINTENANCE COMPOUND (FENCED)
   - PREFAB BUILDING W/ UTILITIES (APPX. 2,500 SQFT)
   - OPEN-SIDED EQUIPMENT SHED FOR (9) VEHICLES
5. ADD SOUTH TRAIL EXTENSION ACROSS / UNDER CR 152 (CONCRETE)
   - ADD NATURAL SURFACE LOOP TRAIL ON OTHER SIDE OF CR 152
6. ADD PARK HQ/ VISITOR CENTER (APPX. 800 SQFT W/ UTILITIES & SEPTIC
   - RECEPTION, WORK SPACE, STAFF OFFICE, EMPLOYEE RESTROOM

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 IIA - 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 IIB - DESIGN DEVELOPMENT – Geotechnical Services, Design Survey, OSSF Site Eval

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

A. Initiate Geotechnical services.

B. Perform topographic and tree surveys.

C. Perform OSSF site evaluations for systems in up to two (2) locations.

D. 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 architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site 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. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. 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.

F. 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:		**$**	**441,951**	100%
98%	**Halff Associates**	**$**	**433,951**	
2%	**Raba Kistner**	**$**	**8,000**	
Phase I - SCHEMATIC DESIGN		**$**	**19,632**	4%
	Halff Associates	$	19,632	
Phase IIA - DESIGN DEVELOPMENT		**$**	**47,769**	11%
	Halff Associates	$	47,769	
Phase IIB - DESIGN DEVELOPMENT		**$**	**39,320**	9%
	Raba Kistner - Geotechnical Services	$	8,000	
	Halff Associates - Project Design Survey	$	26,070	
	Halff Associates - OSSF Site Evaluation	$	5,250	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**226,410**	51%
	Halff Associates	$	226,410	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**22,365**	5%
	Halff Associates	$	22,365	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**15,610**	4%
	Halff Associates	$	15,610	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**70,845**	16%
	Halff Associates	$	70,845	
Phase VII - PROJECT CLOSE-OUT		**$**	**-**	0%
	Halff Associates	$	-	

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.

2021 Labor Rate Schedule

Labor Category	Level	Billing Rate/hr
Architect	I	90.00
	II	110.00
	III	140.00
	IV	150.00
	V	200.00
Engineer	I	115.00
	II	136.00
	III	187.00
	IV	229.00
	V	354.00
Scientist	I	90.00
	II	122.00
	III	166.00
	IV	191.00
	V	291.00
Landscape / Planner	I	95.00
	II	116.00
	III	152.00
	IV	182.00
	V	318.00
Surveyor	I	97.00
	II	130.00
	III	140.00
	IV	182.00
	V	256.00
Field Tech	I	66.00
	II	80.00
	III	99.00
	IV	134.00
	V	209.00
Office Tech	I	70.00
	II	83.00
	III	110.00
	IV	135.00
	V	192.00
Administrative	I	68.00
	II	83.00
	III	101.00
	IV	140.00
	V	264.00
Specialist	I	87.00
	II	129.00
	III	162.00
	IV	213.00
	V	314.00
Geotech	I	80.00
	II	110.00
	III	200.00
	IV	250.00
Intern		63.00

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Amended Agreement within **Seven Hundred Thirty (730) calendar days** from the date of this Amended 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.

Amended Agreement Execution Date	**11/23/21**

Phase I - SCHEMATIC DESIGN

Previously Accomplished	

Phase IIA - DESIGN DEVELOPMENT

Previously Accomplished	

Phase IIB - DESIGN DEVELOPMENT

Geotechnical Report, Design Survey, & OSSF Site Evaluation	01/21/22
County written authorization to proceed to next phase	02/02/22

Phase III - CONSTRUCTION DOCUMENTS

Site Development Plans application submittal to City	03/31/22
Complete Plans, Specifications and Estimate deliverables	05/03/22
County written authorization to proceed to next phase	05/16/22

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	05/23/22
Plans submittal to TDLR and Permit application submittal to City	05/30/22
Construction Permits received from City	06/29/22

Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	07/06/22
County advertises project for Bid	07/20/22
Contract Award	08/19/22
Phase VI - CONSTRUCTION ADMINISTRATION⚜	
Contractor Notice to Proceed	08/26/22
Construction Substantial Completion	08/26/23
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	09/25/23
Agreement Termination Date	**11/23/23**

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

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

Halff Associates, Inc.

Signature of Certifying Official

M. James Hemmes

Printed Name of Certifying Official

Team Leader / Dir. of L.A. - Austin

Title of Certifying Official

4/22/21

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 M. James Hemmes
Signatory Name

the Team Leader / Dir. of L.A. - Austin of Halff Associates, Inc on behalf of said firm.
Signatory Title Entity Name

KAREN SEEVERS
Notary Public, State of Texas
Comm. Expires 11-21-2022
Notary ID 130033532

Karen Seevers

Notary Public in and for the
State of Texas

My commission expires: 11-21-2022

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session **53.**

Meeting Date: 12/07/2021

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

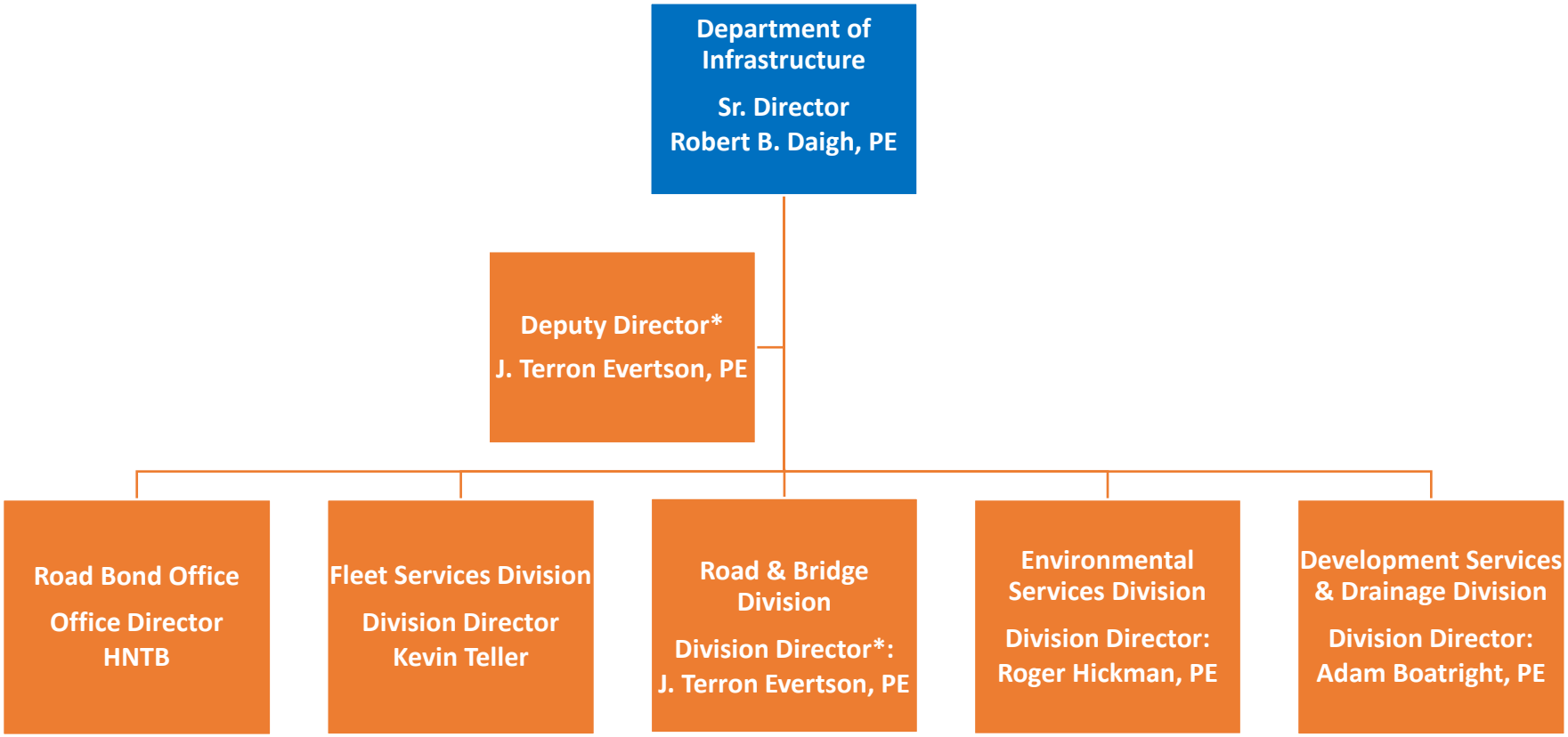
Attachments

DOI Organizational Chart

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/15/2021 02:33 PM
Infrastructure Department (Originator)	Vicky Edwards	11/30/2021 10:02 AM
Form Started By: Vicky Edwards		Started On: 11/15/2021 01:54 PM
Final Approval Date: 11/30/2021		

Department of Infrastructure



*Dual Position

Revised 10.07.2021

Commissioners Court - Regular Session **54.**

Meeting Date: 12/07/2021

Resolution for HSIP Projects

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 a Resolution to authorize the execution of an Advance Funding Agreement with the State of Texas for the construction of the Highway Safety Improvement Program grant improvements to Chandler Road from SH 130 to Old CR 366, and at the intersection of Ronald Reagan Boulevard with CR 234, for a total estimate cost of $312,648.00, with the County's share of the costs estimated to be $90,160.00 plus any cost overruns.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HSIP Resolution

HSIP Advance Funding Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/30/2021 04:41 PM
Form Started By: Vicky Edwards		Started On: 11/30/2021 02:49 PM
Final Approval Date: 11/30/2021		

RESOLUTION

The State of Texas
County of Williamson

WHEREAS, federal law establishes federally funded programs for transportation improvements, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116073 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as Strategic Highway Safety Plan, striving to reduce traffic fatalities and serious injuries on all public roads, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct, and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads, and

WHEREAS, the Highway Safety Improvement Program is administered by the Texas Department of Transportation (the State), and

WHEREAS, two projects in Williamson County have been awarded grant money by the State under the Highway Safety Improvement Program for the construction of highway safety improvements.

WHEREAS, costs are shared between local, state, and federal governments as outlined in an Advance Funding Agreement, and

THEREFORE, BE IT RESOLVED that the Commissioners Court of Williamson County (the County) authorizes the execution of an Advance Funding Agreement with the State of Texas for the construction of the Highway Safety Improvement Program grant improvements to Chandler Road from SH 130 to Old County Road 366, and at the intersection of Ronald Reagan Boulevard with County Road 234, for a total estimated cost of $312,648.00, with the County's share of the costs estimated to be $90,160.00 plus any cost overruns. The County Judge is authorized to execute all documents necessary to complete this transaction.

APPROVAL SIGNATURES

Signature _____

Title _____

Date _____

TxDOT:			Federal Highway Administration:	
CSJ #	0914-05-213, 0914-05-214		CFDA No.	20.205
District #	14		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246			
Project Name	Chandler Rd - SH 130 to Old CR 366, and Ronald Reagan Blvd. at CR 234.		*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Program
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Strategic Highway Safety Plan (SHSP), reducing traffic fatalities and serious injuries on all public roads by providing a standardized approach for identifying and reviewing specific traffic safety concerns throughout the state.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the

TxDOT:			Federal Highway Administration:	
CSJ #	0914-05-213, 0914-05-214		CFDA No.	20.205
District #	14		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246			
Project Name	Chandler Rd - SH 130 to Old CR 366, and Ronald Reagan Blvd. at CR 234.		*AFA Not Used For Research & Development*	

Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**State**	Construction Responsibilities	Article 12
5.	**Local Government**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

a) 0914-05-213: On Chandler Road from SH 130 to Old CR 366 the design and installation of profile edgeline markings and profile centerfile markings in Williamson County, Texas.

b) 0914-05-214: On Ronald Reagan Blvd. at CR 234 the design and installation of intersection flashing beacon and advance warning signals in Williamson County, Texas

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT

procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to

adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this

Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State

highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will

be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and

credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County of Williamson ATTN: County Judge 710 S Main St Suite 101 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a

monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway

Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that

LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure*

by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance

TxDOT:			Federal Highway Administration:	
CSJ #	0914-05-213, 0914-05-214		CFDA No.	20.205
District #	14		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246			
Project Name	Chandler Rd - SH 130 to Old CR 366, and Ronald Reagan Blvd. at CR 234.		*AFA Not Used For Research & Development*	

Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:			Federal Highway Administration:	
CSJ #	0914-05-213, 0914-05-214		CFDA No.	20.205
District #	14		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246			
Project Name	Chandler Rd - SH 130 to Old CR 366, and Ronald Reagan Blvd. at CR 234.		*AFA Not Used For Research & Development*	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
Kenneth Stewart	Bill Gravell, Jr
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	County Judge
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

TxDOT:			Federal Highway Administration:	
CSJ #	0914-05-213, 214		CFDA No.	20.205
District #	14		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246			
Project Name	Roadway markings, flashing beacon and traffic signals.		*AFA Not Used For Research & Development*	

ATTACHMENT A
RESOLUTION, ORDINACE, OR COMMISSIONERS COURT ORDER

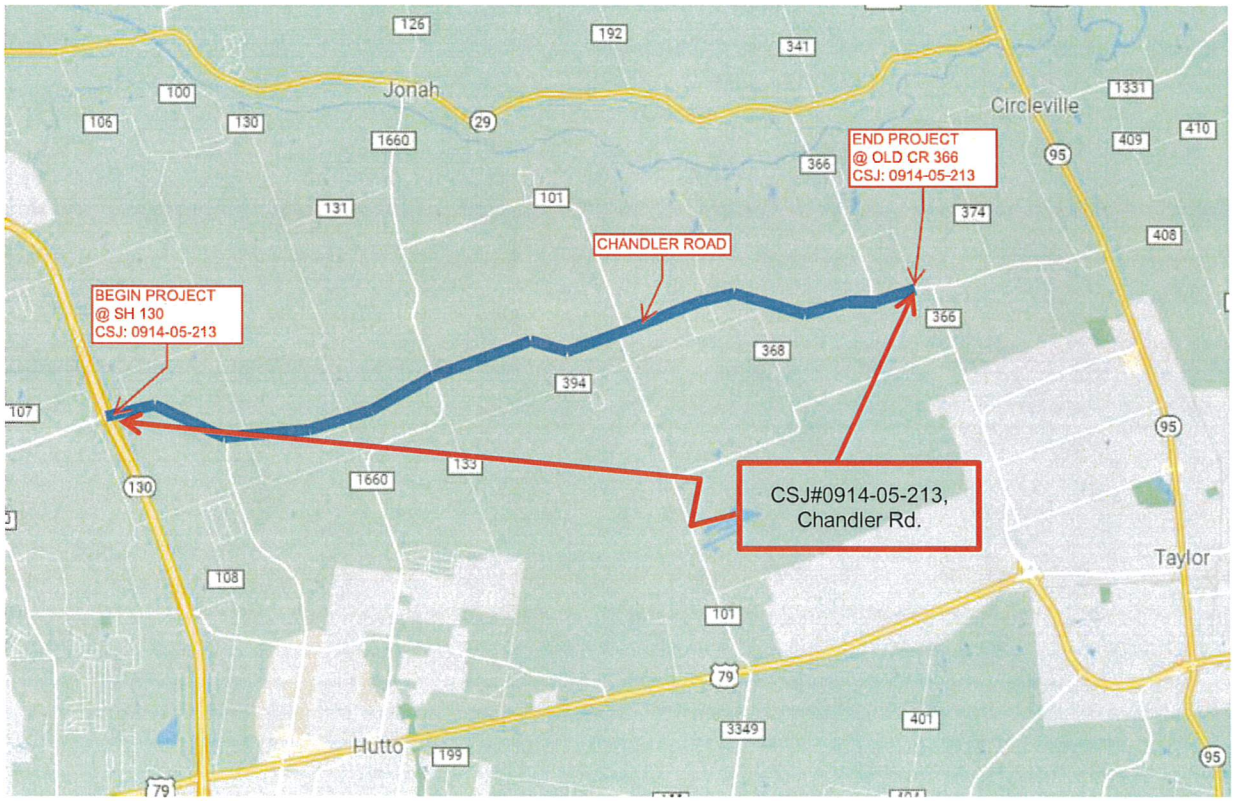
[Contract Services recommends that resolutions or ordinances for AFAs include the following elements:

1. *Identifies the project.*
2. *Identifies the funding sources.*
3. *It is preferable to not state a specific amount for the LG's financial commitment. If a specific amount is stated, it should match the AFA budget and should acknowledge that the LG is responsible for cost overruns when the LG is responsible for overruns. (e.g., "in the amount of $XXX,XXX and the City is responsible for 100% of cost overruns".)*
4. *Implicitly authorizes the LG to enter into the AFA.*
5. *Explicitly identifies the authorized signatory.*
6. *It is preferable to not reference and include a copy of the AFA as an attachment. However, if that is the LG's practice and a copy of the draft AFA is attached, a statement clarifying that it is not the final version should be included (e.g., "a copy of the agreement in its substantially final form is attached"). If the LG wants to be exacting and include the finalized version approved for partial execution, that is acceptable. However, if any changes are made prior to full execution, a new resolution will be required.]*

TxDOT:			Federal Highway Administration:	
CSJ #	0914-05-213, 0914-05-214		CFDA No.	20.205
District #	14		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246			
Project Name	Chandler Rd - SH 130 to Old CR 366, and Ronald Reagan Blvd. at CR 234.		*AFA Not Used For Research & Development*	

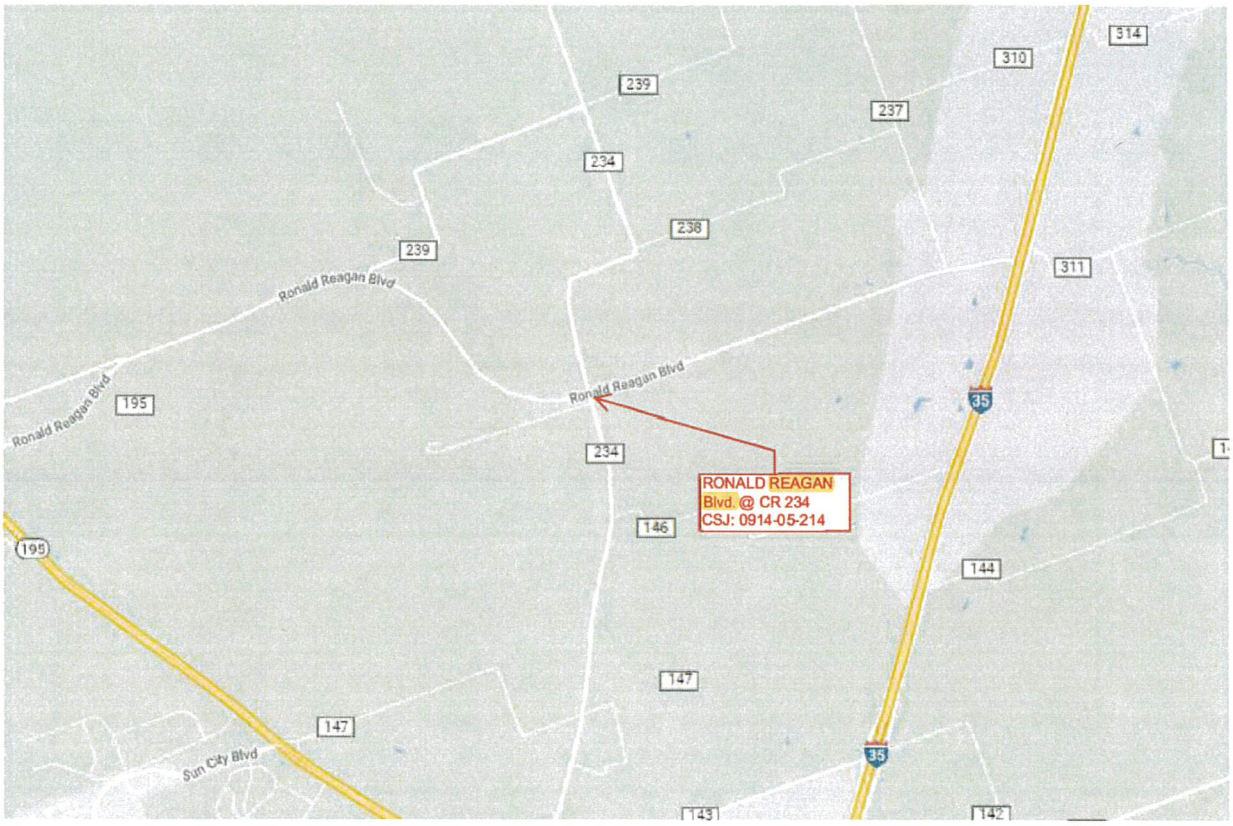
ATTACHMENT B
LOCATION MAP SHOWING PROJECT

1. CSJ 0914-05-213



TxDOT:			Federal Highway Administration:	
CSJ #	0914-05-213, 0914-05-214		CFDA No.	20.205
District #	14		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246			
Project Name	Chandler Rd - SH 130 to Old CR 366, and Ronald Reagan Blvd. at CR 234.		*AFA Not Used For Research & Development*	

2. CSJ 0914-05-214



TxDOT:			Federal Highway Administration:	
CSJ #	0914-05-213, 0914-05-214		CFDA No.	20.205
District #	14		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246			
Project Name	Chandler Rd - SH 130 to Old CR 366, and Ronald Reagan Blvd. at CR 234.		*AFA Not Used For Research & Development*	

ATTACHMENT C
PROJECT BUDGET

Construction costs will be allocated based on 100% Federal funding until the Federal funding reaches the maximum obligated amount of $155,628. With the exception of indirect state costs, the Local Government is responsible for all engineering and other costs, including 100% of any overruns

Description CSJ#0914-05-213	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$30,000	0%	$0	0%	$0	100%	$30,000
Construction (by State)	$155,628	100%	$155,628	0%	$0	0%	$0
Subtotal	$185,628		$155,628		$0		$30,000
Environmental Direct State Costs	$928	0%	$0	0%	$0	100%	$928
Right of Way Direct State Costs	$232	0%	$0	0%	$0	100%	$232
Engineering Direct State Costs	$1,392	0%	$0	0%	$0	100%	$1,392
Utility Direct State Costs	$232	0%	$0	0%	$0	100%	$232
Construction Direct State Costs	$6,497	0%	$0	0%	$0	100%	$6,497
Indirect State Costs 4.77%	$8,854	0%	$0	100%	$8,854	0%	$0
TOTAL	$203,764		$155,628		$8,854		$39,281

Initial payment by the Local Government to the State: $2,784
Payment by the Local Government to the State before construction: $6,497
Estimated total payment by the Local Government to the State $9,281
The total amount of Federal participation shall not exceed the amount appearing above. This is an estimate.The final amount of Local Government participation will be based on actual costs.

TxDOT:			Federal Highway Administration:	
CSJ #	0914-05-213, 0914-05-214		CFDA No.	20.205
District #	14		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246			
Project Name	Chandler Rd - SH 130 to Old CR 366, and Ronald Reagan Blvd. at CR 234.		*AFA Not Used For Research & Development*	

Construction costs will be allocated based on 90% Federal funding and 10% Local Government funding, until the Federal funding reaches the maximum obligated amount of $53,274. With the exception of indirect state costs, the Local Government is responsible for all engineering and other costs, including 100% of any overruns

Description CSJ#0914-05-214.	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$40,000	0%	$0	0%	$0	100%	$40,000
Construction (by State)	$59,193	90%	$53,274	0%	$0	10%	$5,919
Subtotal	$99,193		$53,274		$0		$45,919
Environmental Direct State Costs	$496	0%	$0	0%	$0	100%	$496
Right of Way Direct State Costs	$124	0%	$0	0%	$0	100%	$124
Engineering Direct State Costs	$744	0%	$0	0%	$0	100%	$744
Utility Direct State Costs	$124	0%	$0	0%	$0	100%	$124
Construction Direct State Costs	$3,472	0%	$0	0%	$0	100%	$3,472
Indirect State Costs 4.77%	$4,732	0%	$0	100%	$4,732	0%	$0
TOTAL	$108,884		$53,274		$4,732		$50,879
GRAND TOTAL	**$312,648**		**$208,902**		**$13,586**		**$90,160**

Initial payment by the Local Government to the State: $1,488
Payment by the Local Government to the State before construction: $3,472.
Estimated total payment by the Local Government to the State $4,960
The total amount of Federal participation shall not exceed the amount appearing above. This is an estimate. The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session **55.**

Meeting Date: 12/07/2021

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 amending the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.

Background

The proposed amendments have undergone a public review process.

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	12/02/2021 08:21 AM
Form Started By: Kelly Murphy		Started On: 12/01/2021 03:56 PM
Final Approval Date: 12/02/2021		



Williamson County Subdivision Regulations

Adopted and Effective
as of December 7th, 2021

Resolution & Order

THE STATE OF TEXAS **§**

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF WILLIAMSON **§**

THAT ON THIS, the 7th day of December, 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 December 7th, 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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Williamson County Subdivision Regulation

On March 12, 1971, acting pursuant to Section 232.003, Texas Local Government Code, the Williamson County Flood Damage Prevention Order and the Rules of the Williamson County On-Site Sewage Facilities Program, the Commissioners Court of Williamson County adopted the following Regulations governing the subdivision of land. They were further revised on July 10, 1972, February 23, 1976, September 28, 1978, July 20, 1992, October 19, 1992, March 15, 1993, January 24, 1995, February 1, 2000, August 20, 2013, October 24, 2017, January 18, 2018, December 17, 2019, June 22, 2021 and December 7, 2021. These Regulations shall be known as the Williamson County Subdivision Regulations.

These revised Regulations, as well as required review fees, shall apply to all new Applications received on or after the date these revised Regulations were adopted by the Williamson County Commissioners Court. Any subdivision applications that were originally submitted prior to that date shall be subject to the Regulations and any applicable fees that were in effect at the time of the original submission, unless, at the applicant's option, the applicant elects to proceed under the new regulations or requirements (reference is made to Section A4 of these Regulations). Compliance with these Regulations shall be prerequisite to the approval of any subdivision by Williamson County, except insofar as they may conflict with any applicable state statute.

Section 1 - Purpose

1.1 These Regulations have been prepared in general to aid in the orderly development of Williamson County, Texas, and provide guidelines which will lead to a desirable environment. Specifically they have been prepared for the following purposes:

- To furnish the Owner with guidance and assistance in the expedient preparation and approval of his or her plat.
- To protect the citizens of Williamson County by providing subdivision and development guidelines for residential, commercial, and industrial subdivisions.
- To provide for the welfare of the public by providing guidelines for the location, design, and construction of roadways, roadway intersections, drainage improvements and other features that provide for the safety of the general public.
- To provide for the proper arrangement and construction of roads, and to ensure the proper relationship of roads to existing or planned roads.
- To ensure adequate access for emergency response vehicles.
- To ensure that the Williamson County will not be burdened with substandard roads in the future.

Section 2 - Definition of Terms

2.1 **100-year Floodplain**

Any land subject to a one percent or greater chance of flooding in any given year. This is also referred to as the 1% annual exceedance probability floodplain, or the 1% annual chance floodplain.

2.2 **100-year Storm**

A rainfall event having a one percent probability of occurrence in any given year. This is also referred to as the 1% annual exceedance probability storm, or the 1% annual chance storm.

2.3 **Application**

A submittal that includes a completed Plat or Construction Plan Application form (as found in Appendix D) along with all required attachments which may be required as part of that submittal and the appropriate review fee. These attachments may include, but are not limited to, drawings, drainage or geotechnical reports or electronic data files.

2.4 **Base Flood Elevation (BFE)**

The water surface elevation resulting from the flood that has a one percent chance of equaling or exceeding that level in any given year (also called the Base Flood).

2.5 **Block**

A tract of land bounded by actual or platted roads, waterways or other definite boundaries, or a combination thereof.

2.6 **County**

All references in these Regulations to the "County" shall mean Williamson County.

2.7 **Condominium Development**

A form of real property with portions of the real property designated for separate ownership or occupancy, and the remainder of the real property designated for common ownership or occupancy solely by the owners of those portions. For the purposes of these Regulations, Condominiums shall include all developments created under Chapter 82 of the Texas Property Code, also known as the Uniform Condominium Act.

2.8 **County Engineer**

All references in these Regulations to the "County Engineer" shall be construed to refer to the Williamson County Engineer or his/her representative as authorized by the Williamson County Engineer. If review is being conducted by a 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.

2.10 **Cul-de-sac**

A road having one terminus open for vehicular or pedestrian access and the other terminated by a vehicular turnaround

2.11 **Daughter Tract/Daughter Parcel**

Any of the tracts created by division of a parent tract, including the remainder of the parent tract itself.

2.12 **Dwelling unit:**

Any room or group of rooms located within a structure and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating.

2.13 **Easement**

A grant by the property Owner for the use of a strip or parcel of land by the public or utilities, or for any private purpose.

2.14 **ETJ (Extraterritorial Jurisdiction)**

The unincorporated area that is contiguous to the corporate boundaries of a city, as defined by that city, and within various distances of the municipality depending on the number of inhabitants of a municipality. Within an ETJ, cities have statutory authority to adopt rules governing plats and subdivisions.

2.15 **FEMA**

The Federal Emergency Management Agency, a federal agency of the Department of Homeland Security.

2.16 **Final Plat**

A map or drawing of a proposed subdivision (1) based on an approved preliminary plat, except for minor plats, (2) prepared in accordance with the requirements of Appendix K, and in a manner suitable for recording in the Williamson County records, (3) prepared in conformance with the conditions of preliminary approval previously granted by the Commissioners Court, and (4) meeting the requirements of Section 5. It is a recording plat.

2.17 **Guidelines**

The Engineering Guidelines contained in Appendix B as part of the Williamson County Subdivision Regulations, as amended.

2.18 **Impervious Cover**

The total area of any surface that prevents the infiltration of water into the ground, such as roads, driveways, parking areas, concrete, sidewalks, structures and buildings.

2.19 **Improvements**

Any or all road pavements, curbs and gutters, sidewalks, utilities, drainage facilities, topsoil, trees, grading, signs and crosswalks, and may also include walkways, streetlights or any other items normally considered as public improvements. Streetlights and sidewalks are not maintained by Williamson County.

2.20 **LOG**

Lip of Gutter; the front edge of the curb. The point where the curb meets the roadway pavement.

2.21 **Lot**

For the purpose of these Regulations, a parcel or tract of land exclusive of any adjoining road or road right-of-way. A lot is separated from other parcels by a legal description, a subdivision of record or survey map, and shall meet the minimum dimensions, area and setback requirements of these Regulations.

2.22 **Major Thoroughfare**

Major thoroughfare shall mean an arterial road as defined herein, and all roads included either now or in the future in the Capitol Area Metropolitan Planning Organization (CAMPO) plan or the Williamson County Long Range Transportation Plan.

2.23 **Minimum Requirements**

Requirements when defined as minimum shall be the minimum acceptable requirements. Such requirements may be increased by the County due to unique issues pertaining to each subdivision.

2.24 **Minor Plat**

Is a recording plat of four or fewer lots not requiring the creation of new roads. For a minor plat, no area within the plat may include a FEMA-mapped floodplain nor have a watercourse whose upstream drainage basin is larger than 64 acres within or adjacent to the plat. It must also meet exemptions for detention outlined in Appendix B11 and meet the requirements of Section 5, 4.12 and 4.13.

2.25 **Multi-unit Residential Rental Development**

A platted lot or un-platted tract of land with two or more dwelling units under common ownership, including but not limited to single-family, duplexes, triplexes, quadplexes, or groups of detached dwelling units, offered for rent.

2.26 **Owner**

The person(s), developer, proprietor, or their successors, possessing title and/or lien to the property to be subdivided. This can also refer to the Owner's surveyor, engineer, lawyer, or planner who has been given authority to represent the Owner.

2.27 **Parent Tract/Parent Parcel**

The original tract/parcel owned by the Owner prior to any division.

2.28 **Plans**

Construction drawings, specifications, bidding forms and other documents required for construction.

2.29 **Precinct Commissioner**

The Williamson County Commissioner in whose precinct the subdivision is located.

2.30 **Preliminary Plat**

A map or drawing of a proposed subdivision prepared and meeting the requirements of Section 4. The purpose of this map is to show the proposed improvements to the Owner's property, as well as any proposed or future planned improvements on any adjacent properties. This map is also intended to show the existing topography to evaluate the existing and proposed drainage patterns.

2.31 **Recreational Vehicle (RV)**

A motorhome, travel trailer, truck camper, camp trailer, or vehicle used for similar purpose; with or without motive power; designed for human habitation or other occupancy.

2.32 **Recreational Vehicle (RV) Development**

A form of real property with portions of the real property designated for separate ownership or occupancy, and the remainder of the real property designated for common ownership or occupancy solely by the owners of those portions.

2.33 **Registered Professional Engineer**

A person licensed, as of the date of the plan being presented, to practice engineering by the Texas Board of Professional Engineers and Land Surveyors.

2.34 **Registered Professional Land Surveyor**

A person licensed, as of the date of the plan being presented, to practice land surveying by the Texas Board of Professional Engineers and Land Surveyors.

2.35 **Regulations**

The Williamson County Subdivision Regulations (this document), as amended.

2.36 **Road/Street**

The terms "street" or "road" are interchangeable and mean a vehicular access, including culverts and bridges, and are used to describe all vehicular ways regardless of any other designation they may carry. Any vehicular access that serves more than 3 residences is a road. All roads shall be categorized into one of the following functional classifications:

2.36.1 **Arterial Road**

Arterial roads are those that are principally regional in nature and are used for through or high-volume traffic and shall be divided into the following three sub-classifications:

a. Roads which will serve vehicular traffic beyond the limits of the subdivision; and/or connect one collector or arterial with one or more collectors or arterials.

b. Roads which are existing county roads, are at least one mile in length, and carry a numerical designation.

c. Roads included as an arterial on a county or city transportation plan.

2.36.2 **Collector Road**

Collector roads are those which collect traffic from intersecting local streets and expedite the movement of this traffic to arterial roads or other collectors. Designations for collector roads are as follows:

a. Minor Collector roads are those which typically connect local roads to neighborhood collector roads, major collector roads, or arterial roads.

b. Collector roads are those which typically connect local roads and 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.

2.40 **Travel Way**

The portion of a road or roadway intended for vehicular travel. Where concrete curb is installed, the travel way shall be measured LOG to LOG. In cases where a ribbon curb is installed, the travel way shall be measured from the inside edge to the inside edge of the ribbon curb (i.e., the ribbon curb is not included as part of the travel way). The travel way also does not include gravel or paved shoulders.

2.41 **TxMUTCD**

The latest edition of the Texas Manual on Uniform Traffic Control Devices.

2.42 **Utilities**

Public services that include electricity, gas, telephone, cable, water and wastewater.

2.43 **Utility**

All persons, firms, corporations, partnerships, municipality or other private authorities providing gas, electric, water, sewer, drainage facilities, telecommunications, cable television or other services of a similar nature.

Section 3 - Plat Application Review and Approval Procedure

3.1 If the property to be platted lies entirely within the limits of a city, the Owner shall consult directly with that city pertaining to all platting procedures and requirements.

3.2 If the property to be platted lies entirely outside of the limits of a city and all ETJs, platting procedures and requirements shall be in accordance with these Regulations.

3.3 If the property to be platted lies fully or partially within the ETJ of a city, the platting procedure shall be accomplished in accordance with the current, applicable interlocal agreement (HB 1445) between the County and that city. A table is included in Appendix E summarizing the plat review and approval authority for the various ETJ's within the County.

3.4 For a condominium development, the development shall comply in all respects with these Regulations and the Williamson County Engineering Guidelines, and an Application for plat approval of the proposed Subdivision shall be prepared and submitted to the Commissioners Court in accordance with the terms and procedures set forth in this Section.

3.5 For a Recreational Vehicle development, the development shall comply in all respects with these Regulations and the Williamson County Engineering Guidelines, and an Application for plat approval of the proposed Subdivision shall be prepared and submitted to the Commissioners Court in accordance with the terms and procedures set forth in this Section.

3.6 For a Multi-unit Residential Rental Development, the development shall comply in all respects with these Regulations and the Williamson County Engineering Guidelines, and an Application for plat approval of the proposed Subdivision shall be prepared and submitted to the Commissioners Court in accordance with the terms and procedures set forth in this Section.

3.7 If the subdivision will contain on-site sewage facility (OSSF), an OSSF subdivision application shall be filed simultaneously with Williamson County OSSF Program. A tract that has been subdivided without compliance with the Williamson County Subdivision regulations will be ineligible to obtain a permit for the construction or modification of an On-Site Sewage Facility located on the tract.

3.8 In those ETJ's where the interlocal agreement provides for a joint review by both the city and the County (reference is made to Appendix E), an Application shall be filed with the city. If the subdivision will contain an on-site sewage facility (OSSF), an OSSF Subdivision Application must be filed simultaneously with the Williamson County OSSF Program regardless, if the property is located within the city limits, ETJ, or in an unincorporated area of the county.

3.9 Since the County must approve, approve with conditions or disapprove an Application within 30 days, it is the obligation of the Owner to submit a complete application to allow for proper review by the County. If this is not done, the submission will be considered incomplete, and a new application must be filed.

3.10 The application shall also be submitted to the appropriate emergency services district (ESD) or the County Fire Marshal's Office for review and comment.

3.11 The preliminary plat application, review and approval procedure will be the same as that for a final plat for subdivisions within the County.

3.12 If plat consists of four or fewer lots and does not require creation of new roads, the plat may be submitted for review and approval as a minor plat. For a minor plat, no area within the plat may include a FEMA-mapped floodplain nor have a watercourse whose upstream drainage basin is larger than 64 acres within or adjacent to the plat. It must also meet exemptions for detention outlined in Appendix B11 and meet the requirements of Section 5, 4.12 and 4.13.

3.13 Prior to any subdivision of land and any official submittal of a plat for review, it is recommended that the Owner set a meeting with the County Engineer. The Owner should present a draft preliminary plat on paper showing the proposed road alignments and lots and discuss any special issues of concern regarding the subdivision. The County Engineer will provide general comments and requirements to the Owner.

3.14 The Owner shall then submit to the County Engineer a completed application form (Appendix D), the appropriate application review fee and all other items listed in the plat completeness checklist (Appendix P). Confirmation of the receipt of a complete Application and fee will be provided to the Owner. Confirmation of receipt does not approve any portion of the Application, nor does it waive requirements for any additional information not contained as part of the Application which may also be needed as a part of the review process.

3.15 The County has 10 business days from the date the application was received to notify the Applicant of any missing items in order to be considered a complete application.

3.16 An Application is considered received by the Commissioners Court on the date the submittal is determined complete.

3.17 In such cases where additional information is needed, the 30-day review period will begin only after receipt of a complete application.

3.18 In those ETJ's where the interlocal agreement provides for a joint review by both the city and the County (reference is made to Appendix E), the applicable review fee for both the city and the county shall be paid in a lump-sum amount, payable to the city.

3.19 The County Engineer will review the Application for compliance with these Regulations.

3.20 If the application is disapproved, the County Engineer will return written comments and recommendations to the Owner or, in the case of a joint review, to the appropriate city.

3.21 The Owner shall address the comments and recommendations and submit a written response that remedies each reason for disapproval, and, if necessary, set a meeting with the County Engineer to resolve the comments.

3.22 The Owner shall resubmit the Application with the appropriate changes for additional review and/or recommendation for approval by the Williamson County Commissioners Court. An additional 15-day review period will begin upon receipt of a complete revised Application.

3.23 An Application shall expire five years after the date of the Application if the project becomes dormant, as defined by Section 245.005 of the Texas Local Government Code, as amended.

3.24 The review cycle (Subsections 3.17 through 3.21) shall continue until all comments have been addressed. No approval in any form including, but not limited to, the Judge's signature or verbal Commissioners Court action shall be given on any subdivision until the Owner has provided all necessary recorded easements and has met every subdivision requirement or has obtained a variance.

3.25 After all comments have been addressed, and prior to the County Engineer recommending approval of a preliminary or a final plat to the Commissioners Court, the Owner shall supply the County Engineer with four digital files of the plat. A paper copy is not required. One file shall be in an Adobe .pdf format, and the other files shall be in an AutoCAD .dwg, .dgn, and .shp format. All entities or objects within the AutoCAD drawing file shall be at zero elevation. The coordinate system of the electronic drawing shall be the Texas State Plane Coordinate System, Central Zone, U.S. Survey feet, grid coordinates. Right-of-way centerlines, real property boundary lines, (lots, blocks, external subdivision boundary, rights-of-way, etc.) and text shall each reside on independent or separate layers.

3.26 Two digital files of the plat shall also be supplied to the Williamson County 911 Addressing Coordinator in accordance with the requirements of Subsection B10.1.

3.27 After all comments have been addressed and the required digital files received, the County Engineer will place the plat and, if necessary, a variance request on the next available Commissioners Court agenda recommending approval.

3.28 If a plat or variance is not approved by the Commissioners Court, or is approved with condition(s), a list of items necessary to render the plat acceptable will be submitted to the Owner.

3.29 An approved preliminary plat is required prior to approval of a final plat.

3.30 Unless a preliminary plat approval is followed by a final plat approval within five years from the date of approval of the preliminary plat, the preliminary plat lapses and the preliminary plat must be resubmitted for approval.

3.31 A revised preliminary plat application shall be required if there has been a cumulative revision to 10% of the number of lots or a cumulative revision to 10% of the linear feet of road.

3.32 A revised preliminary plat may be required if there has been a revision to the applicable Flood Insurance Rate Map (FIRM) since the approval of the original preliminary plat.

3.33 It shall be unlawful to cause to be recorded, any preliminary plat of land with the County Clerk.

3.34 If the owner desires to make any changes to the final plat after it has been approved by the Williamson County Commissioners Court, but prior to recording, the Owner shall re-submit the final plat including the changes for additional review and/or recommendation for approval by the Williamson County Commissioners Court.

3.35 Following approval of a final plat by the Williamson County Commissioners Court, the Owner (or authorized Agent) shall submit the plat to the County Clerk for recording in accordance with the requirements of the County Clerk's office as found in Appendix K.

3.36 If a final plat is not recorded within five years of the approval by the Commissioners Court, the approval of the final plat expires. A single six-month extension may be granted by the Commissioners Court.

Section 4 - Preliminary Plat Requirements

Every preliminary plat shall include all of the following:

4.1 Original submission date and/or date of revision, north arrow, scale and name of the proposed preliminary plat.

4.2 A legend with all acronyms, line work, and hatching defined and the plat must be legible with a minimum font size of 8-point type. Adequate space must be provided for time and date entries within signature blocks.

4.3 A vicinity map, drawn at a scale appropriate to show all nearby major roadways and sufficient in detail to identify the location of the proposed plat.

4.4 The preliminary plat (including the entire parent tract if only a portion of that tract is to be subdivided) shall be shown on a single sheet, regardless of its acreage. The preliminary plat may also be separately shown on multiple sheets if necessary, to show all detail and required information as required by this section.

4.5 Name, address, telephone number and email address of the professional individual(s) or firm(s) responsible for the preparation of the plat.

4.6 Name, address, telephone number and email address of the property Owner(s) of record.

4.7 All adjacent property owner's names, addresses, deed record, or subdivision name, block and lot number.

4.8 County boundaries, city limits, ETJ boundaries, and subdivision section and/or phase boundaries.

4.9 Size, in acres, of all daughter tracts including the remaining portion of the original tract.

4.10 Centerline tangent lengths and curve data for all proposed roads.

4.11 Road names and road designation (whether the road will be public or privately owned), pavement width and right-of-way width for all proposed roads within and all existing roads abutting the plat.

4.12 Survey ties across all existing right-of-way located adjacent to the boundary of the subdivision. Each tie shall show the bearing and distance from a proposed property pin to an existing property pin or fence if a pin cannot be found. Based upon this tie, an approximate right-of-way width shall be shown. The intent of this requirement is to assist in determining if additional right-of-way is needed.

4.13 A dimension from the centerline of the existing pavement to the edge of the right-of-way.

4.14 All existing property lines and proposed lot lines with approximate bearings and dimensions. For required lot widths and minimum lot size, refer to Appendix F1.

4.15 Building setback lines for each proposed lot. For building setback requirements, refer to Appendix F2.

4.16 Existing topographic contours at minimum two-foot intervals. Contour information shall be provided outside of the plat boundary to the extent necessary in order to establish off-site drainage patterns.

4.17 Proposed easements, existing easements and detention basins, if needed, based on the requirements outlined in Appendix B11.

4.18 Location of existing and proposed water and sanitary sewer utilities.

4.19 If the source of water intended to supply a subdivision is groundwater, then a report must be prepared by an Engineer or Geoscientist, licensed in the State of Texas, that certifies that there is adequate groundwater available for the subdivision, per the requirements in Title 30, Part 1, Chapter 230 of the Texas Administrative Code.

4.20 Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property.

4.21 A Preliminary Plat Drainage Report shall be submitted with the preliminary plat. The report shall be signed and sealed by a professional engineer and is required to be complete and approved prior to approval of the preliminary plat. The Preliminary Plat Drainage Report must support and encompass the overall full extent of the preliminary plat and be sufficient in scope to support the layout of lots and roadways, runoff analyses, drainage infrastructure, detention needs, and any necessary floodplain study.

If the proposed subdivision is not being phased or divided into multiple sections, or if there is no infrastructure to be constructed, the Preliminary Plat Drainage Report may also be considered the same as the Refined Drainage Report, if it is sufficient in detail and scope as outlined under the Refined Drainage Report requirements per Appendix B11.14.

If the proposed subdivision has multiple sections and/or multiple phases, a subsequent refined and detailed drainage report will be required to support each section or phase as appropriate. These Refined Drainage Reports shall be included with the submission of associated construction plans. Each report must be sufficient in detail and scope as outlined under the Refined Drainage Report requirements per Appendix B11.14.

At a minimum, the Preliminary Plat Drainage Report, submitted with the preliminary plat, must include items shown in Appendix B11.13.

If the preliminary plat is exempt from detention requirements, does not require a floodplain analysis, and no infrastructure is to be constructed, then a drainage report is not required.

4.22 The location, zone classification and panel effective date of the 100-year floodplain as identified on the most current Williamson County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).

4.23 If there are any areas within the plat that include a FEMA-mapped floodplain with a Zone A or AE classification, or if there exists within or adjacent to the plat any watercourse whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the NOAA Atlas 14 100-year floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. The NOAA Atlas 14 precipitation values shall be taken from the Williamson County rainfall zones for a 24-hour duration storm. Within Zone AE classification, the pre-Atlas 14 FEMA Zone AE, 500 yr. water surface elevation, may be utilized as an alternative to the 100 yr. NOAA Atlas 14 floodplain. These NOAA Atlas 14 precipitation zones and rainfall data, for Williamson County, can be found in Exhibit 2 and the associated tables. This study shall be sufficient in scope to determine and establish a base flood elevation (BFE) for all points within the plat. The 100-year floodplain boundary shall be shown on the plat.

4.24 The location of proposed cluster mailboxes, if they will be used.

4.25 Proof of submittal of preliminary plat to TxDOT must be provided for all lots with proposed access to a TxDOT roadway.

Section 5 - Final Plat Requirements

Every final plat shall include all of the following:

5.1 Final plats shall match the applicable area of the approved preliminary plat and shall be prepared using the approved, non-expired, preliminary plat as its template.

5.2 Original submitted date and/or date of revision, north arrow, scale and name of the proposed final plat.

5.3 A legend with all acronyms, line work, and hatching defined and the plat must be legible with a minimum font size of 8-point type. Adequate space must be provided for time and date entries within signature blocks.

5.4 A vicinity map, drawn at a scale appropriate to show all nearby major roadways and sufficient in detail to identify the location of the proposed plat.

5.5 Name, address, telephone number and email address of the professional individual(s) or firm(s) responsible for the preparation of the plat.

5.6 Name, address, telephone number and email address of the property Owner(s) of record.

5.7 All adjacent property owner's names, deed record, or subdivision name, block and lot number.

5.8 County boundaries, city limits, ETJ boundaries, and existing subdivision section and/or phase boundaries.

5.9 Road names, centerline lengths, design speed, designation (i.e. whether public or private), and right-of-way widths for each road in the proposed subdivision shall be shown in a table on the plat.

5.10 If the plat is to be a private subdivision (containing privately maintained roads), the title of the plat shall contain the phrase, "A Private Subdivision". Refer to Section 10 for additional requirements.

5.11 All existing and proposed plat boundary lines, phase/section lines, and lot lines with bearings and distance. Bearings shall be based on the Texas State Plane Coordinate System, Central Zone. Distances shall be surface distances expressed in U.S. Survey feet. A Combined Scale Factor shall be specified on the face of the plat to eight decimal places (example: 0.12345678) to facilitate the conversion of surface distances to grid distances. At least two external boundary corners of each block within the subdivision shall have grid coordinates depicted on the plat to the nearest one hundredth of a foot (0.01 feet).

5.12 Building setback lines for each proposed lot. For building setback requirements, refer to Appendix F2. For subdivisions located within an ETJ, this may be shown on the drawing or included as a plat note.

5.13 Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor, describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the subdivision is a part, according to the best available data.

5.14 All subdivision boundary corners, angle points, Points of Curvature, Points of Tangency, lots, blocks and rights-of-way within the subdivision shall be set by a Texas Registered Professional Land

Surveyor in compliance with the Texas Board of Professional Land Surveying Act and the Board Rules before the plat is recorded.

5.15 Any vertical elevations depicted on the plat shall be expressed in U.S. Survey feet and shall indicate the specific vertical datum used. Describe and locate at least one vertical reference mark used to verify or establish said datum, and indicate the vertical elevation used at each vertical reference mark.

5.16 Roads shall be dedicated to the public except as indicated in Section 10. The dedication of all public roadways and easements shall be accomplished free of liens. The Owner may dedicate either the fee ownership in the land or an easement for road, drainage and utility purposes, at the Owners' option. The dedication shall be accompanied by a plat note as found in Appendix C1. The Owner's and any lien holder's dedication, and restrictions if any, duly acknowledged in the manner required for acknowledgement of deeds, shall also be provided.

5.17 For road widening and drainage purposes the Owner may dedicate either the fee interest in the property or a right-of-way easement for road widening and drainage improvements at the Owners' option. Right-of-way easements for widening roadways or improving drainage must be accompanied by a plat note as found in Appendix C2 placing the burden of maintaining the property upon the Owner until a road or drainage improvements are actually constructed on the property.

5.18 If public roadways are to be built as part of the plat, the plat note regarding the responsibility for construction of roadways as found in Appendix C3.

5.19 Approval from TxDOT must be provided for lots with proposed access to a TxDOT roadway.

5.20 The plat note regarding Owner's responsibilities as found in Appendix C4, if not contained in the Owner's dedication.

5.21 All proposed easements and existing easements of record that have a designated route shall be shown on the plat with bearings and dimensions. The Owner shall be responsible for coordinating with all utility providers the location of all utility easements that are shown on the final plat.

5.22 The on-site sewage facility (OSSF) setback as required by the Rules of the Williamson County On-Site Sewage Facilities Program.

5.23 The location, zone classification and panel effective date of the 100-year floodplain as identified on the most current Williamson County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).

5.24 If a floodplain study or detention is required, a Refined Drainage Report shall be submitted with the Final Plat. The Refined Drainage Report shall be signed and sealed by a professional engineer and is required to be complete and approved prior to approval of the construction plans. The Refined Drainage Report should be consistent with the Preliminary Plat Drainage Report and must include applicable runoff, detention analyses, and floodplain study.

The Refined Drainage Report must support and encompass all drainage analyses and details provided in the construction plans and final plat, including but not limited to, infrastructure elements such as roadways, bridges, culverts, storm drain systems, open channels, and detention ponds. The Refined Drainage Report shall also be sufficient to establish adequate floodplain minimum finished floor elevations (FFE) on final plats. At a minimum the Refined Drainage Report, submitted

with the construction plans, the refined drainage report shall include items shown in Appendix B11.14. The Refined Drainage Report must be approved before review of Final Plat.

5.25 For a Recreational Vehicle (RV) development, the portions within identified floodplains shall provide an evacuation plan that outlines how the owner will be notified of an impending flood event and how the owner will notify and evacuate the residents of the development.

5.26 A minimum lowest finished floor elevation (FFE) for buildings shall be established for each lot adjacent to the floodplain. To minimize flooding of the building, this minimum FFE shall be at least one foot above adjacent finished grade and one foot above BFE. Exceptions can be made at entrance and egress points, where necessary, to meet the Americans with Disabilities Act (ADA) where the access is designed by a Professional Engineer. Recreational Vehicle parking pads must also be placed at one foot above the BFE. For larger lots where the BFE varies, a minimum FFE shall be established at the upstream and downstream lot line and explained in a plat note. The plat shall include a statement indicating how the minimum FFE was established (See Appendix C10). All lots on a plat should be developed to promote positive drainage by grading away from structures in order to reduce the risk of flooding.

5.27 As determined by the Floodplain Administrator, if a driveway must cross an identified floodplain in order to develop the lot, a driveway design by a licensed Professional Engineer is required before Refined drainage report approval. The driveway design within the floodplain shall accommodate a minimum 10-year storm event without overtopping the driveway at any point. The proposed floodplain boundary with the proposed driveway design, shall be shown on the plat with notes and/or a table specifying the culvert design for the driveway across the floodplain. The minimum FFE for the lot shall be consistent with this proposed driveway analysis.

5.28 If any areas within the plat include a 100-year floodplain (as determined by the results of an engineering study or as established by a FEMA flood study), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.

5.29 The plat note as found in Appendix C5 for Commissioners Court approval, including authorization for the County Clerk to file the plat for record, and the County Clerk's certification as found in Appendix C6. The County Judge's approval and the County Clerk's certification shall be located in the lower right hand corner of the last sheet of the plat with the County Clerk's approval being last. These signatures shall be obtained after approval by the Williamson County Commissioners Court.

5.30 All parcels within the boundary of the subdivision shall have a block and lot number shown on the plat drawing.

5.31 If any lot within the plat will be served by a well or an on-site sewage facility, a signature block as found in Appendix C7 shall be placed on the plat for approval by the Williamson County Engineer. This block shall show that they have examined the plat and that it is in compliance with the Williamson County On-Site Sewage Facility Regulations, Construction Standards for On-Site Sewage Facility Regulations as published by the Texas Commission on Environmental Quality (TCEQ), and regulations of the Edwards Aquifer, Chapter 213 Subchapter A, Section 213.1 to 213.14 of the Texas Administrative Code, as amended. This signature block must be signed by a representative of the District prior to final plat approval.

5.32 If rural route mailboxes are proposed, the plat note as found in Appendix C10 for placement of such mailboxes.

5.33 If any areas of the plat are located within the ETJ of a city, the signature block as found in Appendix C8 for the Williamson County Floodplain Administrator's approval.

5.34 If any areas of the plat are located outside of incorporated areas, the appropriate floodplain-related plat notes as found in Appendix C11.

5.35 If required, a signature block as found in Appendix C13 on the plat for road name and 911 addressing approval by the Williamson County 911 Addressing Coordinator. Refer to Appendix E of these Regulations regarding whether this block is required in certain ETJ's.

5.36 If the roads within the subdivision will be private, include the appropriate note(s) per the requirements of Section 10.

5.37 It is the responsibility of the Owner to assure that the proposed name of the subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.

5.38 Driveway culverts for all lots shall be designed by a registered professional engineer (except for minor plats) and shall be shown on a table on the plat. The table shall include the lot number, culvert length, size and invert elevations. This information shall also be placed in the deed restrictions for the lots in the subdivision. Design requirements are outlined in Appendix B.

5.39 The Owner shall provide a letter of serviceability from an entity or entities providing water service. 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 Title 30, Part 1, Chapter 230 of the Texas Administrative Code.

5.40 A plat note stating the utility service providers, as found in Appendix C10.

5.41 Any improvements proposed within the right-of-way including, but not limited to, irrigation, landscaping, sidewalks, subdivision identification signs, etc. shall be maintained in accordance with an executed license agreement between the County and the Owner.

Section 6 - Amending or Vacating a Plat

6.1 The owner of a previously recorded lot may create an amended plat to create six or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if:

a. The changes do not affect any applicable County regulations, including zoning regulations if the County has authority to adopt zoning regulations; and

b. The changes do not attempt to amend or remove any existing covenants or restrictions; and

c. All applicable requirements of Section 232.009 of the Texas Local Government Code, as amended, are met.

d. The amended plat is prepared in accordance with the final plat requirements in Section 5.

6.2 The vacation of an existing plat shall be accomplished in accordance with the applicable provisions outlined in Section 232.008 and/or 232.0083 of the Texas Local Government Code, as amended.

6.3 If an amended plat or a vacated plat is not recorded within two years of the approval by the Commissioners Court, the approval of the amended or vacated plat expires. A single six-month extension may be granted by the Commissioners Court.

Section 7 - Financial Responsibilities and Guarantees

7.1 To protect the public interest, the Commissioners Court of Williamson County hereby decrees under the provisions of Chapter 232, Local Government Code, that the Owner of any tract of land that desires to obtain approval of a subdivision plat for recording a plat in the County records shall construct all roads and drainage facilities, including storm water detention, and any other items required by other governmental agencies, in said subdivision to the standards and specifications set forth in the Engineering Guidelines incorporated as Appendix B of these Regulations before offering said plat for approval, unless exempted by Section 7.2. If the subdivision is required to construct off-site storm water detention, then surety will be required for the construction of the detention facility prior to beginning construction of the subdivision improvements. This surety will be released upon completion of the construction of the detention facility and acceptance of the construction by the County Engineer. For subdivisions that require shared driveway access to lots, all driveways will be required to be constructed, inspected and approved by the County before the final plat approval.

7.2 If the owner desires to have the plat placed on record before completion of construction of the roads and drainage, then the owner shall give a good and sufficient bond, cash, or letter of credit and have received approval of the construction plans. Such security is applicable regardless of whether the roads will be dedicated to the public or if they are to remain private. This security must be payable to the County Judge, or his successors in office, of Williamson County, Texas, for the estimated cost of construction according to the calculations of a Registered Professional Engineer. The security shall contain an amount sufficient for administering the re-bidding of the proposed construction should this become necessary. Release of the security shall be conditioned on the completion (in compliance with the Engineering Guidelines) of all the roads and drainage facilities shown on the plat. In lieu of such security, the Owner may provide an executed deed of trust creating a first lien to the County in order to secure construction of the improvements. If a performance bond or letter of credit is issued, the original document must be received before the Commissioners Court can approve the plat.

7.3 In areas within the ETJ of a city, the city's policy for posting of fiscal security for incomplete construction may apply if the Commissioners' Court finds that the City policy provides adequate protection of the County's and public's interest in the land development and construction of infrastructure, and the County is named with the City on the financial document.

7.4 The Owner shall be entitled to partial reductions of the security requirement upon written approval by the County Engineer and the County Judge, and in accordance with the City ordinance when the subdivision lies inside the ETJ of a city.

7.5 Security shall expire after a period of two years, and shall automatically renew for subsequent two-years periods until construction has been completed and the security is released. At the end of each two-year renewal period, an increase in the surety amount may be required due to cost increases in construction labor and materials, and administrative costs, experienced over the previous two-year period.

Section 8 - Construction Plans

8.1 The Owner shall submit construction plans for roads, drainage, stormwater management facilities, channel grading, traffic signage and utilities within a platted subdivision to the County Engineer for approval prior to beginning construction and prior to the approval of a final plat. One full-size paper copy and one electronic (.pdf format) copy of the construction plans are required for the initial review. Subsequent construction plan submittals shall consist of an electronic (.pdf format) only. These plans shall show the location of water, sanitary sewer and storm sewer utilities, and shall show proposed easements for privately-owned utilities (electric, cable television, gas, telephone, etc.). These plans shall include the design requirements as described in Appendix B, Engineering Guidelines. The cover sheet of the construction plans shall contain a signature block for approval of the County Engineer.

8.2 Upon approval of the construction plans, the Owner shall pay an inspection fee in the amount of 2.5% of the estimated construction cost for the roads and drainage facilities, according to calculations by a Registered Professional Engineer. These calculations must be approved by the County Engineer.

8.3 When submitting the construction plans for approval by the County Engineer, an electronic version of the construction plans (.pdf format) shall accompany the construction cover sheet.

8.4 If landscaping, irrigation, sidewalks, illumination, water quality features, etc. are proposed within the right-of-way, the Owner shall create a mandatory homeowners association that shall be responsible for the maintenance and liability of these features. This organization shall have assessment authority to insure the proper funding for maintenance. A maintenance agreement shall be executed between the County and the organization prior to acceptance of the construction.

8.5 Once construction has been completed but prior to submitting a warranty bond to the County, the Owner shall provide the County Engineer with a digital file of the "As Built" plans showing the original approval signatures and the seal of a Registered Professional Engineer. Any changes made during construction shall be reflected in the As Built plans. As Built plans shall clearly show pavement structure built including limits, thicknesses and any variations from approved Construction Plans. These plans are to show the improvements as they were actually built. The file shall be in an Adobe .pdf format. A paper copy is not required.

8.6 When traffic signal and additional turn lanes are required due to anticipated future traffic generated by the subdivision as determined by the County Engineer or an independent traffic engineer, the cost of future traffic signals shall be deposited with the County. Installation of such signals shall be the responsibility of the Owner. Turn lanes shall be constructed in conjunction with the roadways.

8.7 A Refined Drainage Report shall be submitted with the associated construction plans. The Refined Drainage Report shall be signed and sealed by a professional engineer and is required to be complete and approved prior to approval of the construction plans. The Refined Drainage Report should be consistent with the Preliminary Plat Drainage Report and must include applicable runoff, detention analyses, and floodplain study.

The Refined Drainage Report must support and encompass all drainage analyses and details provided in the construction plans and final plat, including but not limited to, infrastructure elements such as roadways, bridges, culverts, storm drain systems, open channels, and detention ponds. The Refined Drainage Report shall also be sufficient to establish adequate floodplain minimum

finished floor elevations (FFE) on final plats. At a minimum the Refined Drainage Report, submitted with the construction plans, shall include items shown in Appendix B11.14.

Section 9 - Maintenance

9.1 By accepting a subdivision plat for filing, the Commissioners Court does not thereby accept the roads and associated drainage facilities in the subdivision for ownership or maintenance by the County. The Owner of the platted lots is responsible for maintenance of all roads within subdivision until such time as the construction of the roads have been accepted by the County.

9.2 The County will consider accepting roadways for maintenance after a period of two years from the completion of the infrastructure, the closure of any outstanding items to be repaired (punch list), and upon approval by the County. Upon approval by the County, to begin two-year period, a statement of provisional acceptance will be issued. Provisional acceptance will include the County assuming traffic operations for all applicable roadways. Should the roadways not ultimately receive acceptance for maintenance, the County will release the provisional acceptance and no longer assume traffic operations.

9.3 The County will consider accepting a road for maintenance only after dedication to the public of an easement or fee interest in the roadway.

9.4 Any improvements, roadway easements, or right of way to be accepted by the County should be free of existing easements or be accompanied by approval of the encroachment from the easement holder.

9.5 In addition, written certification from a Registered Professional Engineer is required, stating that the facilities were constructed in accordance with the applicable subdivision regulations with any approved variances in effect when the subdivision was recorded (or has been upgraded to those standards). If a final plat for the subdivision where the facilities are located was never recorded, the facilities must meet the current applicable subdivision regulations with any approved variances.

9.6 The enforcement of plat restrictions is the responsibility of the Owner(s) of the subdivision; however, in an Extraterritorial Jurisdiction both the city and the Commissioners Court of Williamson County shall have the right and authority to enforce plat restrictions through appropriate legal procedure to prohibit the construction or connection of utilities or issuing of permits unless or until the requirements of the plat restrictions have been achieved.

9.7 County will assume no responsibility for drainage ways or easements in the subdivision outside of the roadway right-of-way. Maintenance and liability of improvements including but not limited to landscaping, illumination, sidewalks, water quality features, storm water controls, or any other improvements required by other governmental agencies shall not be the responsibility of the County.

9.8 County will assume no responsibility for driveway maintenance. If obstructions occur within the driveway culvert, the County reserves the right to clear obstructions that are causing adverse impacts to the roadway.

Section 10 - Private Subdivisions

If an Owner wishes to create a subdivision utilizing private roads, it must meet the following requirements:

10.1 Private roads must meet all county road standards, except where specific variances have been granted by Commissioners Court for adequate cause in each case.

10.2 The title of the final plat for private subdivisions shall contain the phrase, “A Private Subdivision”.

10.3 The subdivision plat and restrictions must contain a statement that Williamson County will never accept or maintain the roads.

10.4 A homeowners association with assessment authority shall be formed in conjunction with the recording of the final plat. Membership in the association shall be mandatory for each lot owner. The association shall be responsible for the maintenance of the roads in the subdivision.

10.5 The subdivision plat must contain a statement that the roads shall be maintained to such a standard which will allow emergency vehicles access for the roadway design speed in perpetuity by the homeowners association, and must contain a mechanism for assessing the Owners within the subdivision to produce adequate revenue for perpetual maintenance. (Refer Appendix C10)

10.6 The plat must contain a requirement that every deed contain notice to the grantee that all roads are private, that the homeowners association shall be perpetually liable for maintenance, that the County will never accept them for maintenance, and that the quality of the roads must be maintained as to not affect access by public service agencies such as police, fire, and emergency medical services. (Refer Appendix C10)

10.7 All arterial roads must be dedicated to the public and constructed to County standards. Other roads shall be dedicated to the homeowners association for the use of the property owners, their assigns and successors, and emergency response agencies.

10.8 A sign shall be placed at the entrance of the subdivision clearly stating that the roads in this subdivision are private roads. The location of this sign shall be shown in the construction plans.

10.9 The Owner shall provide a maintenance schedule for the roads to the County Engineer for approval prior to placement of the final plat on the Commissioners Court agenda for approval. The schedule shall include the maintenance activities, their cycle of occurrence, and the current cost of providing the maintenance activity. The total cost of the activities along with a rate of inflation shall be used to determine the annual assessment per lot.

10.10 Any Owner that gates the entrances to the subdivision shall provide either a crash gate or a lock box and a letter of approval from all of the affected emergency response agencies stating their approval of full time access to and from the subdivision.

10.11 The County will not be responsible for providing enforcement of traffic control within private subdivisions.

Section 11 - Variances

11.1 The Commissioners Court of Williamson County shall have the authority to grant variances from these Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements of the rules.

11.2 Any person who wishes to receive a variance shall apply to the County Engineer.

11.3 The decision of the Commissioners Court whether to grant or deny a variance is at its complete discretion, and shall be final.

Section 12 - Penalties

12.1 Section 232.005 of the Texas Local Government Code, as amended, provides for the enforcement of the state subdivision laws and of these Regulations.

12.2 A person commits an offense if the person knowingly or intentionally violates a requirement of these Regulations, including the Engineering Guidelines and other appendices incorporated herein. Such offense is a Class B Misdemeanor, punishable by (1) a fine not to exceed $2,000; (2) confinement in jail for a term not to exceed 180 days; or (3) both such fine and confinement. (Texas Penal Code, Title 3, Ch. 12, Sec. 12.03, as amended).

12.3 A person may be jointly responsible as a party to an offense if the person (acting with intent to promote or assist the commission of the offense) solicits, encourages, directs, aids, or attempts to aid another person to commit the offense (Texas Penal Code, Title 2, Sec. 7.01, as amended). Thus, a real estate agent or broker, a lender, an attorney, a surveyor, an engineer, a title insurer, or any other person who assists in violating these Regulations may also face criminal penalties.

12.4 Besides prosecuting a criminal complaint, the County Attorney or other prosecuting attorney for the County may file a civil action in a court of competent jurisdiction to enjoin any violation or threatened violation of these Regulations, and to recover damages.

12.5 A tract that has been subdivided without compliance with these Regulations will be ineligible to obtain a Certificate of Compliance, Driveway permit, Floodplain Development permit or a permit for the construction or modification of an On-Site Sewage Facility located on the tract.

Appendix A – Platting Guidelines

As a guide to the public in determining when it is necessary to file a plat and comply with these Regulations (as amended), the Commissioners Court (as an incident of its power to enforce the subdivision laws and regulations under Chapter 232, Texas Local Government Code, as amended) has adopted the following policy guidelines stating when the division of an existing tract shall be considered by the Court to be a subdivision requiring the filing of a plat by law, and thus requiring compliance with these Regulations.

A1 - Plat Required

A1.1 In accordance with Chapter 232.001, Texas Local Government Code, (or if said section is amended) the owner of a tract of land located outside the limits of a municipality must have a plat of the subdivision prepared if the owner divides the tract into two or more parts to lay out:

A1.1.1 a subdivision of the tract, including an addition:

A1.1.2 lots: or

A1.1.3 streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

A1.2 A division of a tract includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for deed by using a contract for sale or other executory contract to convey, or by using any other method.

A1.3 The final plat must be filed and recorded with the Williamson County Clerk.

A2 - Exceptions by Law

A2.1 A property that fronts on a public street whose boundary has not changed since February 1, 2000 is considered a legal lot

A2.2 The County hereby adopts all of the exceptions to platting requirements as stated in Section 232.0015, Texas Local Government Code, and any amendments to said statute later adopted by the Texas Legislature.

A3 - Additional Exceptions

A3.1 The Commissioners Court has adopted the following additional policy guidelines stating when the division of an existing tract shall be considered exempt from the requirements for filing of a plat:

A3.1.1 Any tract whose boundary has not changed since February 21, 1985 may be sold in its entirety without being platted.

A3.1.2 A plat is not required when daughter tracts are created solely for purposes of platting them as individual subdivisions in their own right. The Owner must submit to the Court the preliminary plat for the project as a whole before claiming this exception.

A3.1.3 A plat is not required when two adjacent landowners adjust or change the property lines which separate their respective tracts, so long as there is the same number of tracts and Owners after the transaction as existed before it. This exemption applies whether the transaction requires an exchange of land by both Owners, or only a transfer of land from one Owner to the other, and whether the transaction takes the form of a sale or of an exchange in kind. A new deed shall be filed for each reconfigured parcel.

A3.1.4 Any land added to a tract through such a transaction shall become an integral part of that tract, and may not be separately conveyed except in compliance with the subdivision laws. Each resulting tract shall, of course, be subject to the minimum lot size requirements of these Regulations and other applicable laws. This exception does not apply if the adjustment will change the boundary between two legally platted lots, or add or subtract land from a legally platted subdivision.

This exemption may not be exercised within two years of exercising another exemption.

A3.1.5 A plat is not required when a smaller tract is surveyed out of the parent tract solely for the purposes of obtaining financing for purchase or improvement of that part of the property, provided that possession and primary beneficial ownership of the entire parent tract are intended to remain unified.

A3.1.6 A plat is not required when a smaller tract is created by the legitimate foreclosure of a valid lien on a part of the parent tract. This provision does not exempt sham transactions or foreclosures staged to avoid the platting requirement.

A3.1.7 A plat is not required if the property has been divided by the final decree of a court of record with appropriate jurisdiction.

A3.2 All exemptions in this subsection must be approved in writing by the County Engineer prior to the division of the property. To claim any exemption, the person or entity who claims to be entitled to any exclusion to platting set out in these Guidelines must provide:

A3.2.1 An affidavit claiming the exemption and setting out the detailed basis for exclusion from the platting requirement, subject to penalties of perjury (Appendix O).

A3.2.2 A copy of the deeds or other instruments creating the daughter tracts referenced in the affidavit.

A4 - Vesting Requirements

A4.1 In accordance with V.T.C.A., Chapter 245, Local Government Code, a completed preliminary plat application submitted prior to the effective date of the ordinance from which this chapter is derived will be reviewed on the basis of any regulations or requirements in effect at the time the completed application is filed; unless, at the applicant's option, the applicant elects to proceed under the new regulations or requirements.

A4.2 In reliance upon properly issued permits or approvals, any applicant that claims exception from any provision of this subchapter based upon a claim of vested rights shall file a request for vested rights determination with the County demonstrating:

A4.2.1 The applicant made substantial financial commitments or assumed substantial financial obligations within the purview of the activities authorized by said permit or approval; and

A4.2.2 The applicant has proceeded in good faith, and no approvals or permits have lapsed or been revoked; or

A4.2.3 The applicant has established any other factor which may establish vested rights under state or federal law; or

A4.2.4 The applicant filed an application as provided in V.T.C.A., Local Government Code Ch. 245 prior to adoption of the regulations against which vested rights are claimed, that the regulations against which vested rights are claimed are not subject to an exemption as provided in V.T.C.A., Local Government Code § 245.004 and that the project has not become dormant as defined in V.T.C.A., Local Government Code § 245.005 and this chapter.

A4.3 After receiving a request for vested rights determination, the County shall review the request and approve, deny or request additional information to be provided for consideration of the request within 20 working days. Upon review of the request, if the County finds that the applicant has provided sufficient information to establish that one or more permits exists on a project, the administrator shall issue a certificate to the applicant recognizing vested rights for the project and the terms and conditions required for the continuance of the vested rights.

A5 - Private Real Property Rights Preservation Act

A5.1 The County acknowledges a duty to comply with the Texas Real Property Rights Preservation Act (“Act”). In compliance with the Act, the County will prepare, periodically update and approve a Takings Impact Analysis, after requisite public hearings and notice.

Appendix B – Engineering Guidelines

B1 - Lot Requirements

B1.1 For determining the area required for an on-site sewage facility, the minimum lot size shall be in accordance with the current regulations of the Rules of the Williamson County On-Site Sewage Facilities Program. Refer also to Appendix F1.

B1.2 Minimum lot width requirements shall be in accordance with Appendix F1.

B1.3 Minimum building setback requirements shall be in accordance with Appendix F2.

B2 - Road Alignments

B2.1 Roads shall be laid out so as to align with existing roads in adjoining or nearby subdivisions. No gaps between the subdivision and the public roadway system may be left. Arterials shall be placed and designed in accordance with the Capital Area Metropolitan Planning Organization (CAMPO) plan, the Williamson County Long Range Transportation Plan, or any other arterial roadway plan that contains the subdivision. Collectors and arterials shall be placed to facilitate the safe and efficient movement of traffic and in consultation with the County Engineer.

B2.2 Unless all lots in a subdivision have an area of 5 acres or greater, road segments that have homes taking direct access onto them shall have a maximum spacing of 1,500 feet between stop conditions or 90^{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.

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 J.

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 Facie Speed Limit (mph)	Distance (ft)
40	305
45	360
≥ 50	425

Notes: (1) Distances are for passenger cars on level grade. These distances may be adjusted for downgrades and/or significant truck traffic. Where present or projected traffic operations indicate

specific needs, consideration may be given to intersection sight distance and operational gap acceptance measurement adjustments.

(2) An existing property, as of the date of this regulations, with less than the required spacing (frontage) may be allowed a driveway. The driveway location will be at the discretion of the County Engineer and shall provide the maximum spacing between access points."

B3.5.5 Residential, Agricultural, Commercial and Multi-family driveway design shall follow the geometry criteria as outlined in current driveway policy.

B3.5.6 Shared access driveways may be approved provided that a shared access easement is dedicated by plat or separate instrument and does not access more than three (3) residences. The developer must include a plat note located in Appendix C10.16, that states which lots share driveways. The shared driveways must be constructed, inspected and approved prior to submittal of a final plat application.

B3.5.7 Additional right-of-way shall be required to contain the extent of the roadway embankments.

B3.5.8 All roads shall maintain a height clearance of at least 14 feet.

B3.5.9 All roads with fire hydrants shall have a minimum paved width of 26 feet, exclusive of shoulders, ribbon curb and/or curb & gutter.

B3.5.10 In new subdivisions, the Owner shall install cluster mailboxes at location(s) approved by the County Engineer. The placement of individual or cluster mailboxes along arterial and collector roads shall not be permitted in new subdivisions, unless specifically approved by the County Engineer. Mailboxes shall not encroach in any fashion on or over sidewalks or other public walks or ways in the County right-of-ways and shall be installed in accordance with applicable postal regulations.

B3.6 The following requirements apply to dead end roads and cul-de-sacs:

B3.6.1 Dead end roads in residential developments that are not proposed to be extended at some time in the future and have a throat length of 150 feet or less shall have a cul-de-sac with a minimum right-of-way radius of 50 feet (40 feet to LOG). Nonresidential dead end roads and residential dead end roads having a throat length longer than 150 feet shall have a cul-de-sac with a minimum right-of-way radius of 60 feet (50 feet to LOG).

B3.6.2 Cul-de-sacs shall be constructed on a sufficient grade to insure a minimum of 0.4% cross slope grade and along the flow line of the gutter.

B3.6.3 "No Outlet" signs shall be placed at the entrance to the dead end road, even if the road is planned to be extended at some time in the future.

B3.6.4 Dead end roads that end at undeveloped property must be extended to the property line. At the terminus, a temporary cul-de-sac shall be provided for all such streets having a throat length more than 150 feet, constructed in accordance with the requirements of this Appendix. Hammerhead design will not be allowed; however, alternate designs, such as landscape center islands, may be considered by the County Engineer to ensure a sufficient turnaround area is provided.

B3.6.5 For all temporary cul-de-sacs, temporary easements shall be established for the portions of the cul-de-sac which lie outside the road right-of-way. Such easements which lie within the plat boundary shall be shown on the final plat. Easements which lie outside the boundary of the plat may be in the form of a separate document, but must be recorded prior to construction of any roadway improvements.

B3.6.6 Temporary cul-de-sacs shall be removed, pavement repaired, and drainage patterns restored upon subsequent extension of the dead-end roadway. This work shall include any driveways, culverts, and/or sidewalk extensions as needed to provide a functional roadway and retain access. This work shall be considered subsidiary to the extension project and included in those plans per the requirements of this Appendix.

B3.7 Additional Right of Way for Existing Roads

When a subdivision is adjacent to an existing road, the County Engineer shall determine the right-of-way width that will be necessary for the maintenance and improvement of the existing road. If the existing road is a major thoroughfare, as defined herein, the Owner shall dedicate to the public up to 120 feet in overall width of the right-of-way, as determined by the County Engineer. The Owner may dedicate either the fee ownership in the land or an easement for road, drainage and utility purposes, at the Owners' option.

B4 - Construction – General

B4.1 A preconstruction meeting shall be scheduled prior to the start of construction. The Design Engineer, Owner, Contractor, Subcontractors, and County Engineer shall attend this meeting. All roads are to be constructed in accordance with the construction documents as approved by the County Engineer and in accordance with the specifications found in the current version of the "Texas Department of Transportation Manual Standard Specifications for Construction of Highways, Streets, and Bridges" unless otherwise stated on the construction documents approved by the County Engineer.

B4.2 All materials shall be sampled and tested by an Independent Testing Laboratory in accordance with the construction documents approved by the County Engineer. The Owner shall pay for all testing services and shall furnish the County Engineer with certified copies of these test results. The County Engineer must approve the test results prior to constructing the next course of the roadway structure. Any material which does not meet the minimum required test specifications shall be removed and recompacted or replaced unless alternative remedial action is approved in writing from the County Engineer.

B4.3 Except for electrical lines, all underground nonferrous utilities within a right-of-way or easement must be accompanied by ferrous metal lines to aid in tracing the location of said utilities through the use of a metal detector.

B4.4 All 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

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/Rural) Flexible Pavement design				
Plasticity Index	PI <20	PI 20-35	PI 35-55 (4)	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
HMA Surface (1)	2”	2”	2”	TxDOT Item 340 D- GR HMA PG 70-22 SAC B
Prime Coat or One Course Underseal	YES	YES	YES	AEP or TxDOT Item 316
Flexible Base (2)(5)	12”	12”	14”	TxDOT Item 247 FLBS TY A GR 5
Lime treated Subgrade (3)	NO	8”	8”	TxDOT Item 260
Notes:	(1) For Urban See Appendix B7 – B10 for HMA material requirements. Rural is also allowed B7.11 (2) See Appendix B6 for additional Flexible Base specifications. (3) Pelletized 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) Should solid rock be encountered prior to the depth necessary for 12” of base material underneath 2” HMA, a substitute pavement design may be allowed. Substitute pavement design shall have a base thickness no less than 8” and existing material shall be excavated to the exposed solid rock layer. No significant amount of existing material shall be left remaining between the base layer and the rock layer.			

Minimum Collector Roadway (Urban/Rural) Flexible Pavement design				
Plasticity Index	PI <20	PI 20-35	PI 35-55 (4)	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
HMA Surface (1)	2”	2”	2”	TxDOT Item 340 D- GR HMA PG 70-22 SAC B
Prime Coat or One Course Underseal	YES	YES	YES	AEP or TxDOT Item 316
Flexible Base (2)(5)	14”	14”	16”	TxDOT Item 247 FLBS TY A GR 5
Lime treated Subgrade (3)	NO	8”	8”	TxDOT Item 260
Notes:	(1) . (1) For Urban See Appendix B7 – B10 for HMA material requirements. Rural is also allowed B7.11			

	(2) See Appendix B6 for additional Flexible Base specifications. (3) Pelletized 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) Should solid rock be encountered prior to the depth necessary for 14" of base material underneath 2" HMA, a substitute pavement design may be allowed. Substitute pavement design shall have a base thickness no less than 10" and existing material shall be excavated to the exposed solid rock layer. No significant amount of existing material shall be left remaining between the base layer and the rock layer.

Minimum Arterial Roadway (Urban/Rural) Flexible Pavement design				
Plasticity Index	PI <20	PI 20-35	PI 35-55 (4)	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
HMA Surface (1)	2"	2"	2"	TxDOT Item 340 D- GR HMA PG 70-22 SAC B
Prime Coat or One Course Underseal	YES	YES	YES	AEP or TxDOT Item 316
Flexible Base (2)	20"	20"	22"	TxDOT Item 247 FLBS TY A GR 5
Lime treated Subgrade (3)	NO	8"	10"	TxDOT Item 260
Notes:	(1) See Appendix B7 for material requirements for HMA. (2) See Appendix B6 for additional Flexible Base specifications. (3) Pelletized 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.			

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 (4)	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
CRCP (1)	6"	6"	8"	TxDOT Item 421 – Class P Concrete CRCP – 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 (2)	6"	8"	8"	TxDOT Item 247 FLBS TY A GR 4

Lime treated Subgrade (3)			8”	TxDOT Item 260
Notes:	(1) See Appendix B7 for material requirements for CRCP (2) See Appendix B6 for additional Cement Treated Base specifications (3) Pelletized 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			

Collector Roadway (Urban/ Rural) Rigid Pavement design				
Plasticity Index	PI <20	PI 20-35	PI 35-55 (4)	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
CRCP (1)	6”	6”	8”	TxDOT Item 421 – Class P Concrete CRCP – 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 (2)	8”	10”	10”	TxDOT Item 247 FLBS TY A GR 4 (2)
Lime treated Subgrade (3)			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) Pelletized 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 (4)	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
CRCP (1)	11”	11”	11”	TxDOT Item 421 – Class P Concrete CRCP – 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 (2)	12”	12”	12”	TxDOT Item 247 FLBS TY A GR 4
Lime treated Subgrade (3)		6”	10”	TxDOT Item 260

Notes:	(1) See Appendix B7 for material requirements for CRCP (2) See Appendix B6 for additional Cement Treated Base specifications (3) Pelletized 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

B5 - Subgrade

B5.1 The preparation of the subgrade shall follow good engineering practices as directed by the County Engineer in conjunction with recommendations outlined in the geotechnical report. When the Plasticity Index (PI) is greater than 20, a sufficient amount of lime shall be added as described in Item 260 of the current edition of the TxDOT Standard Specifications for Construction until the PI is less than 20. If the addition of lime as described in Item 260 is not feasible, an alternate stabilizing design shall be proposed and submitted to the County Engineer for approval. The subgrade shall be prepared and compacted to achieve a dry density per TxDOT Item 132. In addition, proof rolling may be required by the County Engineer.

B5.2 If Lime is necessary, then a sufficient amount of lime shall be added, as described in Item 260 of the current edition of the TxDOT Standard Specifications for Construction to properly stabilize subgrade. The use of Hydrated lime or lime slurry is approved; however, the use of Pelletized lime is not approved.

B5.3 Prior to lime stabilization, a sulfate test of in situ soils shall be performed by developer to confirm the appropriate means and methods of stabilization. Provide sulfate test to County Engineer prior to stabilization.

B5.4 Any variation to the County's stabilization requirements must be approved by the County Engineer.

B5.5 The subgrade shall be prepared and compacted to achieve a dry density per TxDOT Item 132. In addition, proof rolling may be required by the County Engineer.

B5.6 The subgrade shall be inspected and approved by an Independent Testing Laboratory and a certified copy of all inspection reports furnished to the County Engineer. The County Engineer must approve the report prior to application of the base material. All density test reports shall include a copy of the work sheet showing the percentage of the maximum dry (Proctor) density. The number and location of all subgrade tests shall be determined by the County Engineer.

B6 - Base Material

B6.1 Base material shall conform to Item 247 of the current edition of the TxDOT Standard Specifications for Construction, "Flexible Base". The base material shall be Type A Grade 4, or as approved by the County Engineer. Grade 4 material shall conform to the requirements of Table B6.1 below:

Table B6.1: Gradation Specification for TY A, Grade 4

Master gradation sieve size	Cumulative % Retained
2 ½"	-
1 ¾"	0
7/8"	10% - 35%
3/8"	30% - 65%
#4	45% - 75%
#40	70% - 90%
#200	87% - 95%

B6.2 Each layer of base course shall be tested for in-place dry density and measured for compacted thickness. The number and location of all base test samples shall be determined by the County Engineer.

B6.3 The base shall be prepared and compacted to achieve a minimum of 100% of the maximum (Proctor) dry density or as approved by the County Engineer upon recommendation by the testing laboratory. The maximum lift shall not exceed six inches. The base must be inspected and approved by an Independent Testing Laboratory and a certified copy of the test results furnished to the County Engineer for approval. Prior to the placement of the first lift of base, the stockpile shall be tested for the specifications found in Item 247 Table 1 and the result furnished to the County Engineer for approval.

B7 - Bituminous Pavement

B7.1 Urban roads require a minimum 2 inch wearing surface of HMAC Type D. The mix shall be from a TxDOT certified plant and the mix design shall be submitted to the County Engineer for approval prior to placement of the material.

B7.2 If Providing mixture Type C or D, use performance grade (PG) binder 70-22. Provide PG binder that does not contain Recycled Engine Oil Bottoms (REOBs) or Poly Phosphoric Acid (PPA). Recycled Asphalt Pavement (RAP) is not permitted for use as a component of the HMACP. The Contractor is also not permitted the use Recycled Asphalt Shingles (RAS) as a component of the HMACP.

B7.3 If providing mixture Type B, use PG binder 64-22. Provide PG binders that do not contain REOBs or PPA. For subsurface course Type B, the use of twenty percent (20%) RAP is permitted in the mix design. The Contractor is not permitted to use RAS as a component of the HMACP.

B7.4 Target laboratory molded density is 96.5% for all mixtures without RAP and when using a Texas Gyratory Compactor (TGC) for designing the mixture. When using Superpave Gyratory Compactor (SGC) to design mixtures, submit the SGC mix design to the Engineer for approval.

B7.5 All mixtures must meet the Hamburg requirement as stated in the table below.

High-Temperature Binder Grade	Test Method	Hamburg Wheel Test Requirements*
		Minimum # of Passes @ 0.5" Rut Depth, Tested @122°F
PG 64 or lower	Tex-242-F	7,000
PG 70	Tex-242-F	15,000
PG 76 or higher	Tex-242-F	20,000

** The County Engineer may accept Hamburg Wheel test results for production and placement if no more than 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.

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 I. The mix shall be from a TxDOT certified plant. The mix design shall be submitted to the County Engineer for approval prior to placement of the material.

B9 - Concrete - General

B9.1 Unless otherwise specified, concrete shall be in accordance with Item 421 of the current edition of the TxDOT Standard Specifications for Construction and be placed in accordance with the applicable item.

B9.2 All concrete shall be tested for compressive strength. One set of three concrete test cylinders shall be molded for every 50 cubic yards of concrete placed for each class of concrete per day, or at any other interval as determined by the County Engineer. A slump test shall be required with each set of test cylinders. One cylinder shall be tested for compressive strength at an age of seven days and the remaining two cylinders shall be tested at 28 days of age.

B10 - Road Names, Signs and Markers

B10.1 All roads shall be named, with prior approval for said name from the Williamson County 911 Addressing Coordinator. Roads must be named in a manner to avoid confusion in identification. Roads that are extensions of existing roads must carry the names of those in existence. Roads

that are not continuous, or which have 90 degree turns, shall have different names. The Owner shall provide the Coordinator with two digital files of the plat. One file shall be in an Adobe .pdf format, and the other file shall be in an AutoCAD .dwg format georeferenced to NAD 1983 State Plane Grid Coordinate System, Texas Central Zone (4203), with drawing units of US feet. The road names shall be displayed on standard intersection road marker signs erected by the Owner in compliance with the TxMUTCD "Street Name Signs" and at the locations as indicated on the construction plans.

B10.2 Traffic control signs (such as stop, yield, and speed limit signs) shall be installed by the Owner of said subdivision in compliance with the latest version of the TxMUTCD and at the locations as indicated on the approved construction plans. Other traffic control signs, as shown on the construction plans, shall be installed to indicate any unusual traffic or road hazard or conditions that may exist. All traffic control devices shall be placed in compliance with latest version of the TxMUTCD and the construction cost shall be borne by the Owner.

B10.3 A speed limit of 25 mph for local roads, 30 mph for collector roads and 40 mph for arterial roads within all platted subdivisions is hereby adopted. This limit may be changed only by Commissioners Court upon the basis of an engineering and traffic investigation showing that the prima facie maximum reasonable and prudent speed for a particular road (or part of a road) should be different.

B10.4 The placement of a stop sign or a yield sign on the minor road at intersections shall be evaluated on a case-by-case basis in accordance with the TxMUTCD. An all-way stop sign (multi-way stop) is a traffic control device used to assign the right of way at intersections if certain traffic conditions exist and where the volumes of traffic on the intersecting roads is approximately equal. An all-way stop shall be installed only where warranted. According to the TxMUTCD, an all-way stop sign may be warranted when any of the following conditions exist:

B10.4.1 Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B10.4.2 Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions

B10.4.3 Where the following minimum traffic volumes exist:

a. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

b. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

c. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

B10.4.4 Where no single criterion is satisfied, but where Criteria B10.4.2, B10.4.3(a), and B10.4.3(b) are all satisfied to 80 percent of the minimum values. Criterion B10.4.3(c) is excluded from this condition.

B10.5 For any road that is proposed to be extended at some time in the future, a minimum of five metal channel posts, equally spaced, shall be placed at the end of the road. Each post shall have an 18"x18" red diamond object marker sign (type OM-4 per TxMUTCD) placed four feet above the existing ground.

B10.6 A future road extension sign shall be placed at the end of all roads and temporary cul-de-sacs that are proposed to be extended at some time in the future. The sign shall state the following: Future Extension of <name of road>.

B10.7 Signage that differs from the standard signage that is maintained by the County shall be maintained in accordance with an executed license agreement between the County and the Owner. The signage shall be maintained in such a fashion to comply with the TxMUTCD requirements and the executed license agreement.

B10.8 If shared driveways are required to be named by the Williamson County 911 Addressing Coordinator, the driveway names shall be displayed on standard marker signs (BLACK letters on a WHITE background) erected by the Owner in compliance with the TxMUTCD, with prior approval for said name from the Williamson County 911 Addressing Coordinator. All other standard street name signs (WHITE letters on a GREEN background) in accordance with the TMUTCD, shall be erected by the Owner, unless approved in accordance with an executed license agreement between the County and the Owner. Williamson County Road & Bridge utilizes standard 2-3/8" steel pipe and the Wedge Anchor Steel System sign mounting detail (TxDOT Detail SMD(TWT) - 08) and retroreflective sheeting for roadside signs. Per the TxMUTCD, there shall be a minimum of 2 feet between the face of standard curb and the inside edge of signs or where standard curb is not present there shall be a minimum of 7 feet from the edge of the travel way to the inside edge of signs.

B11 - Drainage and Flood Control

B11.1 Stormwater management controls shall be designed, constructed, and maintained to restrict the rate of drainage from the platted area to the rate of drainage of the land in its existing condition. When a development shall have several sections, stormwater management controls for the ultimate developed area shall be constructed if not located in the first platted section. Stormwater management controls are to be designed by a Professional Engineer using a basis of a 2, 10, 25, and 100-year storm.

If proposed development is detention exempt, a Detention Exemption Letter, requesting the detention exemption to be utilized, shall be provided in place of a Drainage Report and the plat shall contain a corresponding plat note from Appendix C12.

A proposed development may be considered exempt from providing on-site stormwater detention requirements if it meets the requirements of one of the following sections:

B11.1.1 The County has identified "Detention Exempt Stream Reaches" that have been determined to have a stormwater discharge time-to-peak sufficiently long enough

(assuming uniform spatial and temporal rainfall distribution of a design storm event) to allow an adjacent proposed development to release undetained stormwater discharges directly into the Detention Exempt Stream Reach without adversely affecting downstream peak discharges. Detention Exempt Stream Reaches are shown in Exhibit 1 and are available in digital format (GIS shapefile) upon request. These reaches include portions of:

- Berry Creek
- Brushy Creek
- North Fork San Gabriel River
- Salado Creek
- San Gabriel River
- South Fork San Gabriel River
- Willis Creek

In order for a proposed development to qualify for a detention exemption, the proposed development shall meet one of the following criteria:

a. All land connecting the proposed development to a Detention Exempt Stream Reach is owned by the development parties, allowing the proposed development to discharge directly to a Detention Exempt Stream Reach.

OR

b. Necessary property easements are obtained by the development parties and sufficient drainage improvements are constructed in order to safely convey flows up to the 100-year storm event through adjacent properties to a Detention Exempt Stream Reach. Provide the following:

i. Provide a copy of drainage easements, or other agreement or evidence acceptable to the County, that all land connecting the proposed development to a Detention Exempt Stream Reach are obtained by the development parties.
ii. If the proposed drainage easement will cross any roadways not maintained by the County, approval from that local or state entity is required to pass un-detained flows from the property be developed, at locations with their right-of-way.
iii. Provide drainage calculations and construction plans if necessary, that demonstrate safe conveyance of flows from the site to the Detention Exempt Stream Reach. The analysis may utilize normal depth tailwater conditions and shall be analyzed for the 100-year storm event.
iv. If channel construction or grading is necessary, the construction must be completed and approved by the County before approval of the Final Plat.

B11.1.2 Plats with three or less lots for single family residential use, with less than 20% impervious cover per lot.

B11.1.3 Plats with all lots of 2 acres or more and less than 20% of impervious cover per lot.

B11.1.4 Plats with a single lot intended for non-residential use, and the stormwater management controls would be more appropriate to be designed, constructed, and maintained by the property owner at the time of site development. The plat shall contain a corresponding plat note from Appendix C12.

B11.1.5 Exemptions for on-site stormwater detention based on peak discharge timing will not be considered for proposed developments that do not meet the criteria described in this section.

B11.2 The proposed time of concentrations and land cover roughness n-values, used to calculate time of concentration, should be consistent from existing to proposed conditions.

B11.3 When calculating peak flows, the runoff curve number shall remain the same between existing and proposed conditions, using the assumption of raw (undeveloped) land with no impervious cover. The existing and proposed percentage of impervious cover shall be input individually for each condition. For the proposed conditions, the maximum potential percentage of impervious cover shall be used.

B11.4 Detention volume shall be sized by comparing the existing peak runoff produced by the site versus the proposed peak runoff produced by the site, for the 2, 10, 25 and 100-year frequency rainfall event. Methods used to analyze the pre and post development conditions should focus on the proposed changes in impervious cover and time of concentration associated with development of the site. The points of analysis must be consistent between existing and proposed scenarios for a direct and accurate assessment of impacts. The timing of hydrographs may not be used to demonstrate a decrease of proposed peak flows from the developed site.

B11.5 For detention design, NOAA Atlas 14 precipitation values shall be taken from the Williamson County rainfall zones for a 24-hour duration storm. These zones and rainfall data can be found in Exhibit 2 and the associated tables.

B11.6 For detention design, major channel design and analysis, determination of peak flow rates for floodplain modeling, and hydrologic channel routing, the U.S. Army Corps of Engineers HEC-HMS software is recommended. NOAA Atlas 14 rainfall, per Exhibit 2 – Rainfall Data, shall be utilized for all hydrologic analyses. If HEC-HMS is not utilized, the full model input and output shall be provided including structure and outlet details as modeled.

B11.7 Impervious cover assumptions must be clearly stated within the drainage report.

B11.8 For floodplain studies, major channel design and analysis, and determination of finished floor elevations, the U.S. Army Corps of Engineers HEC-RAS software must be utilized.

B11.9 Drainage calculations and design shall be made using the latest edition of the City of Austin's Drainage Criteria Manual except where otherwise specified in the regulations herein, or other methods satisfactory to the County Engineer. All data and calculations must be presented to the County Engineer as part of the construction plans or drainage report. The following requirements shall be incorporated into the design:

B11.9.1 Bridges and cross drainage structures for arterial, collector, and local roads shall be designed to convey the 25-year storm without overtopping the facility.

B11.9.2 All longitudinal drainage structures shall be designed to convey the 10-year storm.

B11.10 All drainage structures and appurtenances shall be designed by a Registered Professional Engineer. A profile shall be shown in the construction plans for all drainage structures. Each profile shall show the design flow, velocity, invert elevations, and the hydraulic grade line.

B11.11 The use of thermoplastic pipes (including but not limited to Poly Vinyl Chloride (PVC) Pipe, High Density Polyethylene Pipe (HDPE), Polypropylene Pipe, etc.) is specifically prohibited from use for cross drainage, parallel drainage, storm drains and all other stormwater conveyance within the right of way and/or easements in connection with draining or protecting the road system.

B11.12 All pipe used for cross drainage, parallel drainage, storm drains, and all other storm water conveyances within the right of way and/or easements in connection with draining or protecting the road system shall be designed and constructed with the following criteria in Table B11.12 below:

Table B11.12 - Pipe Criteria

Pipe Type	Reinforced Concrete Pipe (RCP)	Reinforced Concrete Box (RCB)	Corrugated Metal Pipe (CMP)	Corrugated Metal Pipe Arch (CMPA)	Reinforced Concrete	Precast concrete
Storm Drain Systems	x	x				
Cross Culverts	x	x				
Parallel (driveway) drainage	x	x	x	x		
Junction Boxes					x	x
Manholes					x	x
Fittings and Wyes						x

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

B11.13.6 Preliminary stormwater detention analyses (as applicable), provide:
- Location and approximate volume of detention facilities

B11.13.7 Hydraulic analyses
- Evaluation and discussion of the conveyance of stormwater from the site to a downstream defined watercourse for all drainage outfalls leaving the development

B11.13.8 Floodplain study, provide:
- Effective and preliminary FEMA floodplains, as applicable
- Floodplain exhibit showing floodplain boundary with proposed lot lines
- Explanation and location of anticipated floodplain improvements that may require a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR)

B11.14 The Refined Drainage Report must include, but not be limited to:

B11.14.1 Project description and location

B11.14.2 Evaluate and discuss the refined rainfall-runoff conveyance within the development

B11.14.3 Evaluate and discuss the management of off-site runoff draining toward the development

B11.14.4 Hydrologic analyses:
- Provide details of how the following parameters were determined:
  - Land use assumptions
  - Runoff coefficients and curve number background data, per Appendix B11.2 &11.3
  - Time of concentration and lag time calculations
  - Rainfall source, depths, and distribution
  - Routing reach parameters
- Provide existing and refined proposed drainage area maps with associated parameters:
  - Drainage area boundaries and sizes
  - Labeled contours
  - North arrow
  - Time of concentration paths and values
  - Runoff coefficients or curve numbers
  - Peak flows at points of interest
  - Location of bridges and cross culverts
  - Creeks, watercourses, channels and drainage easements
  - Ensure drainage areas and points of interest are consistent between existing and proposed conditions for a “like to like” comparison
- Provide existing and proposed HEC-HMS model with program version stated in report or construction plans
- Provide any Rational Method calculations

B11.14.5 Refine Stormwater detention analyses (as applicable), provide:
- Peak flows at points of interest for the 2-, 10-, 25- and 100-year events
- Location and volume of detention facilities
- Stage-storage-discharge tables
- Construction plans for detention pond(s)
- Outlet structure details

- Description/details on pond outfall conveyance to downstream defined watercourse

B11.14.6 Hydraulic analyses

- Provide details of how the following parameters were determined:
  - Downstream boundary conditions
  - Manning's n values
  - Ineffective flow areas
  - Contraction/expansion coefficients
  - Entrance/exit loss coefficients
- Discuss energy dissipation at outfalls
- Evaluate any changes in drainage patterns from existing to proposed conditions at all points of interest leaving the site
- Evaluation and discussion of the conveyance of stormwater from the site to a downstream defined watercourse for all drainage outfalls leaving the development

B11.14.7 Refined Floodplain study, provide:

- Effective and preliminary FEMA floodplains, as applicable
  - If modifying, include the original, existing condition and proposed models
- Floodplain exhibit clearly showing:
  - Refined floodplain boundary with proposed lot lines
  - Labeled contours
  - North arrow
  - Location of cross sections used in hydraulic model
  - 100-year water surface elevations (BFE) at cross sections
- Electronic HEC-RAS model with program version stated in report
- Flow data that matches hydrologic analysis for 2, 10, 25, and 100-year events
- Explanation and location of anticipated floodplain improvements that may require a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR)

B11.15 Driveway culverts shall have a minimum interior diameter of 18" or equal and a minimum length of 22 feet and shall include a concrete apron safety end treatment in accordance with current TxDOT safety end treatment standards. Larger or longer culverts shall be installed if necessary, to accommodate drainage based upon a 10-year flow frequency.

B11.16 At some point within the first ten feet from the edge of the roadway gutter, the entire width of a driveway shall have the same or greater elevation as the top of the curb at the edge of the roadway.

B11.17 Maintenance responsibility for drainage will not to be accepted by the County other than that accepted in connection with draining or protecting the road system. Maintenance responsibility for storm water management controls will remain with the Owner.

B11.18 Easements shall be provided, where necessary, for all drainage courses and identified floodplains in and across property to be platted. The location and width shall be shown on the plat and marked "Drainage Easement" or "Drainage and Underground Utilities Easement". In general, a "Drainage Easement" shall be a minimum of 20 feet in width and a "Drainage and Underground Utilities Easement" shall be a minimum of 30 feet in width.

B11.19 All roadside ditches shall have a minimum depth, as measured from the edge of the road pavement, equal to the diameter of the driveway culvert pipe(s) plus nine inches, and a bottom width equal to the diameter of the driveway culvert pipe(s). The side slopes of the ditches are to be 3:1 or flatter, except at parallel culverts which shall be 4:1 or flatter to accommodate a standard safety end treatment.

B11.20 Where all lots are 2 acres or more and exempt from detention, roadside ditches may be eliminated within a rural subdivision provided that the road has 18-inch ribbon curbs, the roadway surface has an adequate cross slope, and the overall drainage patterns throughout the subdivision remain as in an undeveloped state. If internal subdivision roadways are proposed within a natural drainage pattern or sheet flow subdivision, a typical section is required within construction plans requiring the contractor to insure a minimum 1.5" drop on finished grade, with grass or other land cover, from the back of curb to the shoulder on the downslope side of all sheet flow street sections, to insure positive drainage from the roadway. It is the property owner's responsibility to ensure top of grass and other landscaping along ribbon curb, on the downslope side of the roadway, does not obstruct or redirect flow within the right-of-way.

B11.21 Stormwater management controls and infrastructure, including but not limited to detention and water quality ponds, shall not be located within the right-of-way nor any roadway easements. Stormwater management controls shall be contained within a separate lot or easement for drainage, detention or water quality purposes and dedicated to the entity that will be responsible for their maintenance. No portion of any stormwater management controls including but not limited to walls, impoundment structures, inlet/outlet structures, underground vaults or level spreaders shall be physically connected to the roadway, roadway embankment or the cross-drainage system that drains the roadway. The roadway embankment shall not be used for the dual purpose of temporarily or permanently impounding water for stormwater management or detention purposes.

Appendix C - Plat Notes

C1 - Owner's Dedication

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

I, *(Current Owner)* sole owner** *(or co-owner)* of the certain tract of land shown hereon and described in a deed recorded in Document No. (*or Volume and Page*) of the Official Records of Williamson County, Texas, **[and do hereby state that there are no lien holders of the certain tract of land]*, and do hereby *(subdivide, resubdivide, amend, etc.)* said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as _____(name of subdivision).

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____, 20____.

_____*<Owner's signature>*
<Typed Name>
<Typed Title>
<Typed Address>

* *If there is a Lien Holder of the property, remove the bracketed statement and add a separate signature block and notary signature block for the Lien Holder.*

** *There must be a separate signature block, each with a notary signature block, for each owner on the deed.*

C2 - Road Widening Easements

Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement or maintenance of the adjacent road.

C3 - Roadway Construction

In approving this plat by the Commissioners Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioners Court of Williamson County, Texas. Said Commissioners Court assumes no obligation to build any of the roads, or other public thoroughfares shown

on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.

C4 - Owner's Responsibilities

It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.

The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, will change over time and the current effective floodplain data takes precedence over floodplain data represented on this plat. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have been accepted for maintenance by the County.

C5 - County Judge's Approval

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

I, <*name of current judge*>, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

_____ _____

<*name of current judge*>, County Judge Date
Williamson County, Texas

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

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

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.

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:		

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.	

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.

Appendix F – Lot Requirements

F1 - Lot Dimensions

F1.1 Lots shall be a minimum of 30 feet in width as measured 25 feet from the front property line.

F1.2 Any lot that could potentially be further subdivided shall have a minimum width of 50 feet.

F1.3 For determining the area required for an on-site sewage facility, the minimum lot size shall be in accordance with the current regulations of the Rules of the Williamson County On-Site Sewage Facility Program, or with the requirements of any other agency responsible for issuing permits for on-site sewage disposal as may be designated by the Williamson County Commissioners Court. Recognizable beds and banks of wet weather creeks, bodies of water, and dedicated public road easements shall not be included when calculating the lot area.

F2 - Setback Requirements

F2.1 The building setback line on major highways and roads shall be 50 feet from the edge of the right-of-way. Unless the road is identified as an arterial in the Williamson County Long Transportation Plan the building setback line shall be 80 feet from the centerline of the existing road. However, in no event shall the building setback line be less than 25 feet from the edge of the right-of-way.

F2.2 For right-of-way dedications beyond 120 feet in overall width, on major highways and roads, the building setback line of 50 feet may be reduced by the width of the additional right-of-way being dedicated beyond 120 feet in overall width. However, in no event shall the building setback line be less than 25 feet from the edge of the right-of-way.

F2.3 The building setback line on all public roads other than major highways and roads shall be 25 feet from the edge of the right-of-way.

F2.4 The following roads are designated as major highways and roads. The Commissioners Court may specify additional roadways upon recommendation by the County Engineer:

- All state and federal system roadways
- All roadways identified on the CAMPO plan
- All arterials and controlled access facilities identified on the Long-Range Transportation Plan

F2.5 A map designating in a general manner these setback lines is on file with the County Clerk.

F2.6 If the building set back lines as stated above conflict with the setback requirements adopted by a municipality, the municipal requirements shall prevail if they are in the ETJ of the municipality.

Appendix G – Roadway Cross-Sections

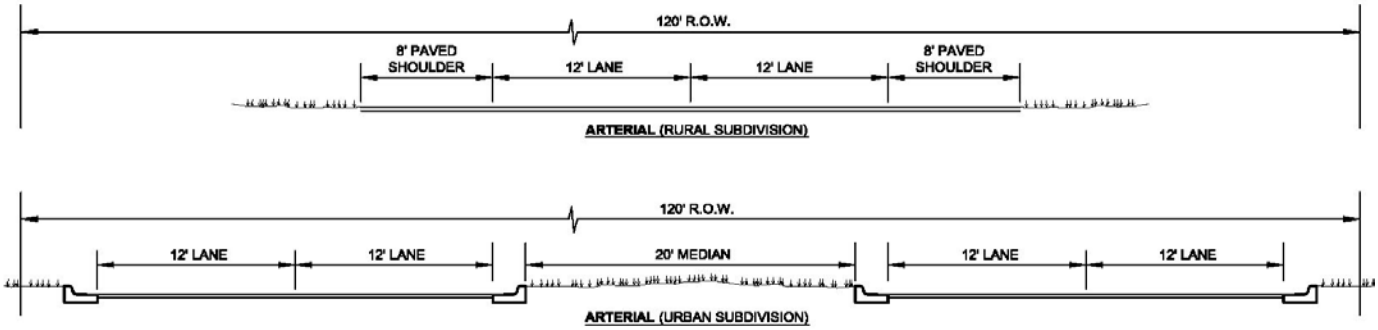


Figure G-1: Arterial Road Cross Sections

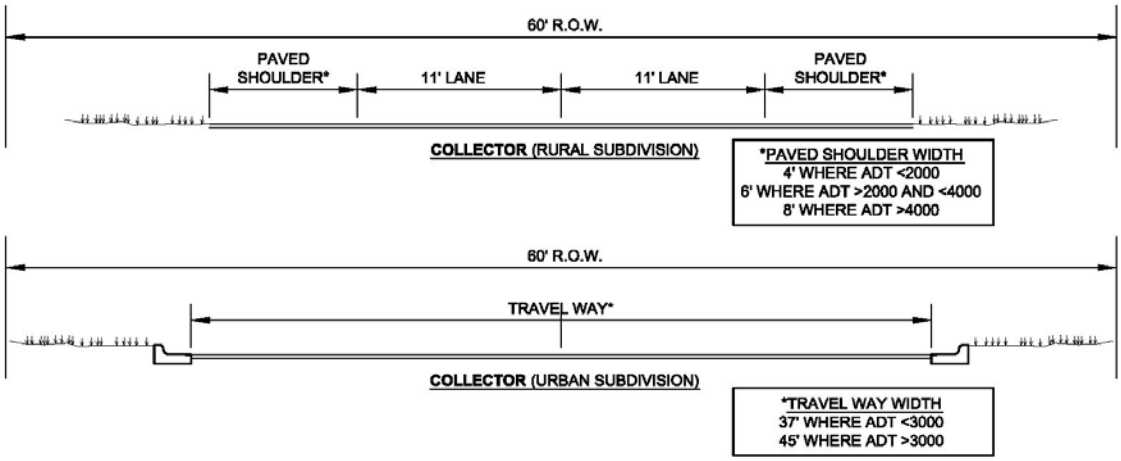


Figure G-2: Collector Road Cross Sections

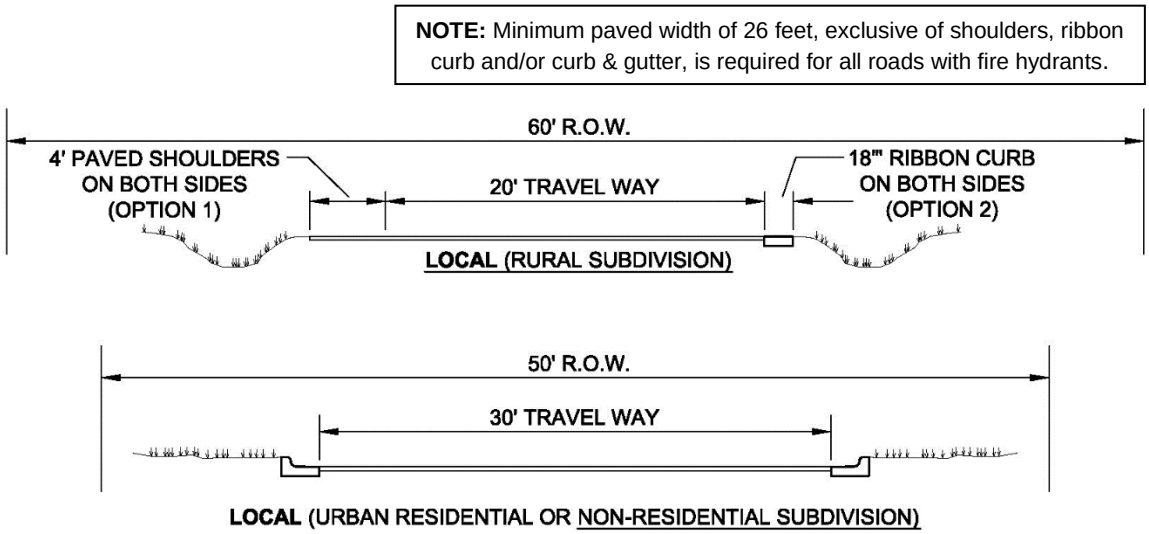


Figure G-3: Local Road Cross Sections

Appendix H – Curb Details

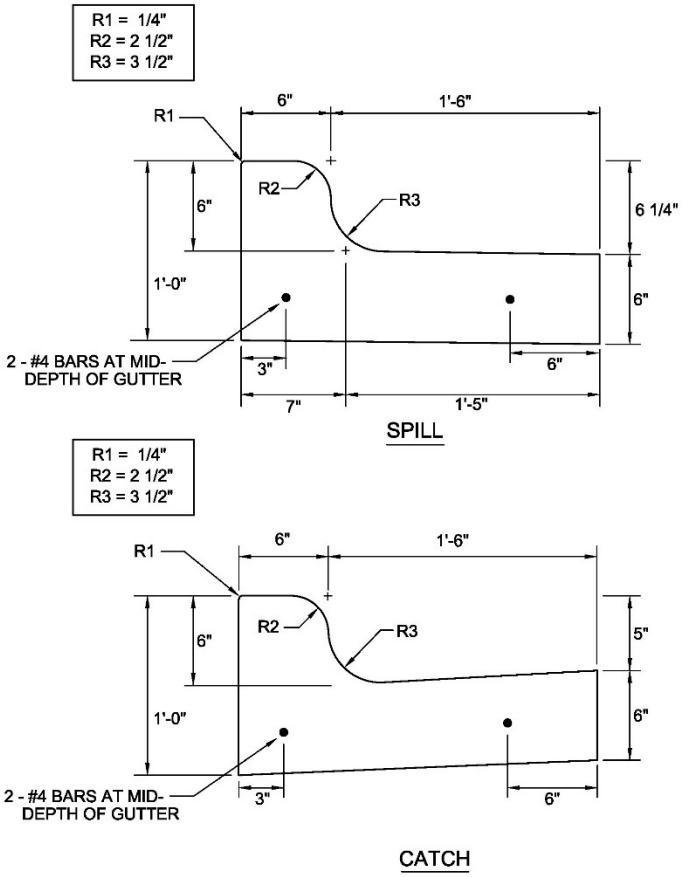


Figure H-1: 24-inch Curb & Gutter Detail

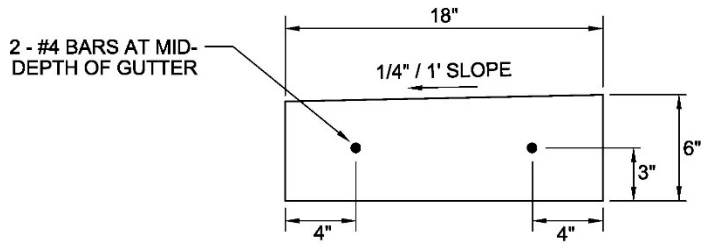
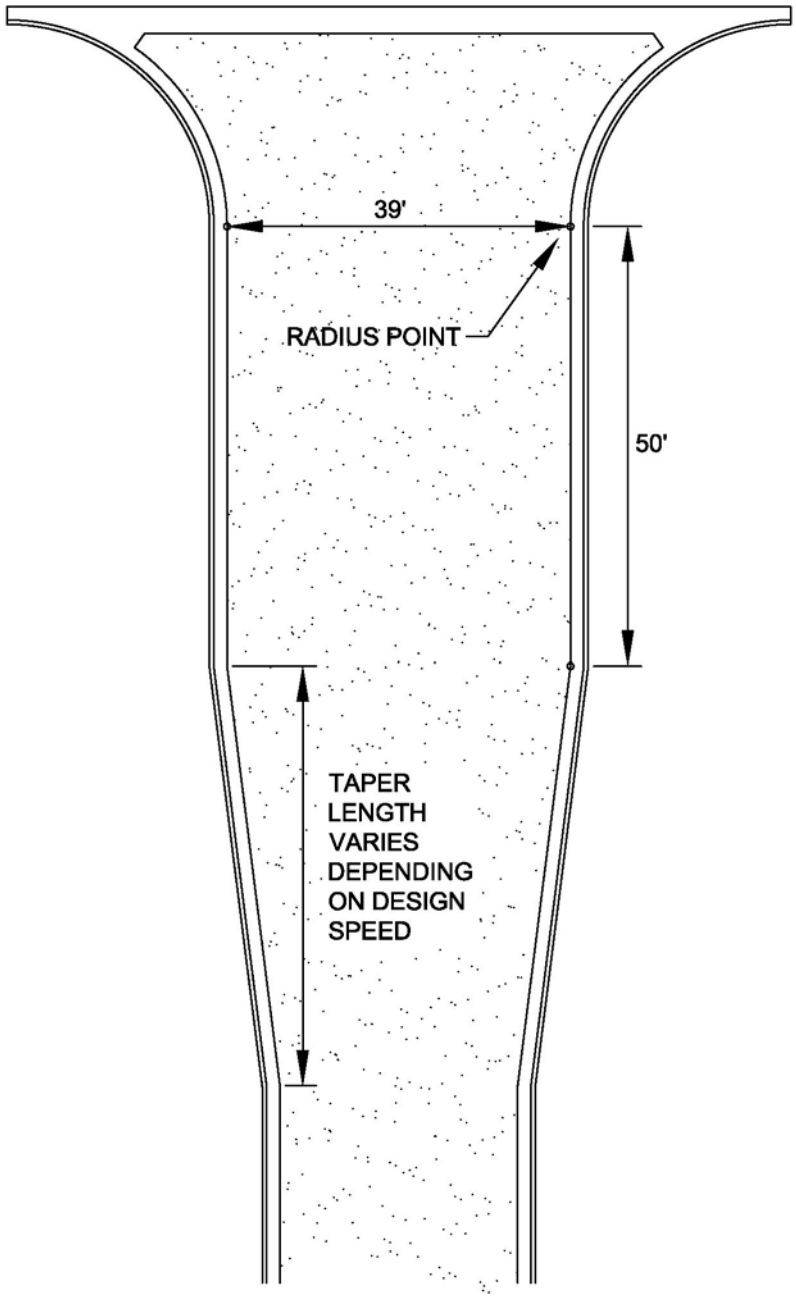


Figure H-2: 18" Ribbon Curb Detail

Appendix I – Concrete Pavement Details

9.9 Until specific design parameters, details and specifications have been formally adopted by Williamson County, all concrete pavement design, details and specifications shall be provided by a Registered Professional Engineer.

Appendix J –Intersection Approach Detail



Appendix K – County Clerk's Recording Checklist

Williamson County Clerk's Recording Checklist

The County Clerk's Recording office is located in the Justice Center, 405 Martin Luther King Street, Basement Level, in Georgetown. Inquiries can be made by calling 512-943-1519.

Plats that meet the following requirements will be recorded in the order and time received. Due to the complexities of the recordation process, plats cannot be processed on a walk through basis. Submitters will receive notification via email or phone when the plat has been recorded.

K.1 Previous approval of the subdivision plat. All plats **must have been approved by a municipal planning / development department or the County Commissioners Court prior to recording** by the County Clerk's Recording Office.

- If the subdivision is located **within the city limits** of a municipality the plat must have been approved and signed by the appropriate municipality official(s).
- If the subdivision is located **within the extra-territorial jurisdiction (ETJ)** of a municipality, the plat must have been approved and signed by the municipality officials. However, some locations within an ETJ require the joint approval by the municipality and the County Commissioners' Court. In those instances, the plat must have been signed by the appropriate municipality officials and County official(s) before the plat can be recorded. See Appendix E- Plat Review and Approval Authority in ETJ's. The County Clerk will seek the County Judge's signature after Commissioners Court has approved the plat.
- If the subdivision is **not located within the city limits or the ETJ** the plat **must have been approved by the County Commissioners Court and must have been signed by the appropriate official(s) before recording**. The County Clerk will seek the County Judge's signature after Commissioners Court has approved the plat. *Contact the County Engineer's office at (512) 943-3330 for information.*

K.2 Submission of the subdivision plat, supporting documentation and fees

Original copy of the subdivision plat. Images can be printed on 18" X 24" paper or Mylar. Plats **must contain original "wet" signatures and notary seals**. Electronic or digital signatures are not permitted. Names must be clearly and legibly typed or printed under all signatures. All portions of the plat must be clear, legible and suitable for reproduction. The County Clerk's Certification block must contain all wording as defined in Appendix C6 and include significant room for time, date and instrument entries. The wording must be at least 8 point type. A space measuring at least 1 ½ "X 1 ½ "is required near the County Certification block for the County seal.

Digital submission of plats is currently being deliberated. Check with the County Clerk's office at (512) 943-1519 for status updates.

Affidavit(s) for Recordation. An original, signed and notarized Affidavit is required from each property owner on the plat (See Appendix L).

Williamson County Tax Certificate(s). Texas State law requires submittal of an original tax certificate for each tract or parcel included in the subdivision plat, showing that the taxes are currently in good standing (Property Code, Section 12.002 (e)). Tax certificates are required even for non-taxable entities such as churches and government agencies. Tax certificates can be purchased at the Williamson County Tax Assessor Collector's office, 904 South Main Street in Georgetown.

County Plat Recording Fees. Recording fees total $91.00 for the first sheet and $75.00 for each additional sheet. Extra copies submitted with the plat will not be annotated; however, the Recording Office will provide a copy of the recorded plat for a fee of $5.00 per page. Checks should be made out to "Williamson County Clerk". Cash is also accepted.

	1 sheet	2 sheets	3 sheets	4 sheets	5 sheets	6 sheets	7 sheets
Original plat	$91.00	$166.00	$241.00	$316.00	$391.00	$466.00	$541.00

K.3 **Plat Cover Sheet**. The submitter will complete the name of the subdivision and contact information, leaving all other portions blank *(See Appendix M).*

K.4 **Items Returned to the Plat Submitter**. The plat submitter will receive the recorded copy of the plat, the Plat Map Recording Sheet, a receipt for recording fees, and, if requested, a copy of the Plat Cover Sheet. Tax Certificates and Affidavits will be kept by the County.

K.5 **Font Size.** All text on subdivision plats shall have a **font size of 8 points or greater**.

K.6 **Legibility.** All portions of the plat must be clear, legible and suitable for reproduction.

K.7 **County Clerk Certification.** A space measuring **1 ½ " x 1 ½ "** is required near the County Signature Block for the County Seal. The County Clerk's signature block **must contain all wording** as defined in Appendix C6, have substantial room to enter the time and date entries and be at least 8 point type.

Appendix L – Williamson County Affidavit for Recordation

WILLIAMSON COUNTY
AFFIDAVIT FOR RECORDATION

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned affiant, who, first duly sworn upon his/her oath, did state:

"My name is _____. I am over the age of eighteen years. _____ (the "Owner", whether one or more) is/are the sole owner(s) of the property described in the plat of the subdivision to be known as _____ _____(the "Subdivision"). I am the Owner. The original tax certificate(s) attached to the plat of the Subdivision describe all of the property contained within the Subdivision and all taxing entities with jurisdiction over the Subdivision."

_____
(Signature)

_____
(Printed Name)

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office on this the _____ day of _____, 20____.

_____
NOTARY PUBLIC in and for the State of Texas

SEAL

My commission expires: _____

Appendix M – Plat Cover Sheet

Nancy E. Rister
Williamson County Clerk
Nrister@wilco.org

405 Martin Luther King Jr St
Georgetown, TX 78627
Basement Level
(512) 943-1515

PLAT COVER SHEET

SUBDIVISION NAME:_____

DATE RECEIVED:_____ TIME RECEIVED: _____

CONTACT PERSON: _____

CITY OF:_____

PHONE NUMBER:_____ EMAIL ADDRESS: _____

☐ AFFIDAVIT FOR RECORDATION ☐ TAX CERTIFICATES ☐ RECORDING FEE

DATE APPROVED IN COMMISSIONERS' COURT:_____

Rejected? ☐ Yes ☐ No (Circle One)

Reason:_____

1)_____

2)_____

3)_____

4)_____

Rejected Plat picked up by:_____ Date:_____
or
Recorded Plat picked up by:_____ Date:_____

Appendix N – Fee Summary

Preliminary Plat Review		**$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.***

Appendix O – Affidavit for Exemption

Appendix A3 of the Williamson County Subdivision Regulations outlines several policy guidelines adopted by the Commissioners Court stating when the division of an existing tract shall be considered exempt from the requirements for filing of a plat. To claim any exemption listed in this subsection, the person or entity who claims to be entitled to any exclusion to platting set out in these Guidelines shall provide this Affidavit, along with a copy of the deeds or other instruments creating the daughter tracts referenced by this Affidavit.

I, _____ *(Owner/Agent)*, am the Owner/Owner's Agent of a _____ -

acre tract of land located at _____ *(Address)*, in Williamson County, Texas, parcel

ID number R_____. I request exemption from the requirements of filing a plat based on the following:

- ❑ A tract whose boundary has not changed since February 21, 1985. *(Subparagraph A3.1.1)*
- ❑ Daughter tracts created solely for purposes of platting them as individual subdivisions in their own right. *(Subparagraph A3.1.2)*
- ❑ An adjustment or change of the property lines which separate two adjacent landowners. *(Subparagraphs A3.1.3 and A3.1.4)*
- ❑ A smaller tract surveyed out of the parent tract solely for the purposes of obtaining financing for purchase or improvement of that part of the property. *(Subparagraph A3.1.5)*
- ❑ A smaller tract created by the legitimate foreclosure of a valid lien on a part of the parent tract. *(Subparagraph A3.1.6)*
- ❑ The property divided by the final decree of a court of record with appropriate jurisdiction. *(Subparagraph A3.1.7)*

The exemption(s) requested shall comply with all other conditions and provisions outlined in Appendix A3 of the Regulations.

Attached with this affidavit are copies of the deeds or other instruments creating the daughter tracts referenced by this Affidavit.

_____ _____

Signed *Date*

_____ _____

Approved (Williamson County) *Date*

Appendix P – Plats Completeness Checklist

P1 – Preliminary Plat

COMPLETENESS CHECKLIST PRELIMINARY PLAT

The following items must be provided to the County Engineer's Office with each Preliminary Plat application in order to be accepted as a complete application for review.

- ☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)
- ☐ Application review fee ($550 + _____ lots x $40 per lot = $_____)
- ☐ Preliminary Plat document including the following:
  - ☐ A digital file of the Preliminary 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.

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.

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.

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.

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.

COMPLETENESS CHECKLIST REFINED DRAINAGE REPORT

This application is intended to provide the minimum information and data needed for the County to assess the Refined Drainage Report. If not within construction plan drawings, the following documentation is the minimum required for acceptance of the Refined Drainage Report:

- ☐ Detention Required?
  - ☐ Yes:
    - ☐ Refined drainage report that is signed and sealed by a professional engineer
    - ☐ Refined existing and proposed drainage area maps per WCSR B11.14.4:
      - ☐ Drainage area boundaries and sizes
      - ☐ Labeled contours
      - ☐ North arrow
      - ☐ Time of concentration paths and values
      - ☐ Runoff coefficients or curve numbers
      - ☐ Peak flows at points of interest
      - ☐ Locations of bridges and cross culverts
      - ☐ Creeks, watercourses, channels and drainage easements
    - ☐ HEC-HMS digital model and model version
    - ☐ Construction Plans for detention pond(s)
  - ☐ No:
    - ☐ Detention exemption request letter requesting detention exemption per WCSR B11.1.1, B11.1.2, or B11.1.3 on file.
- ☐ Floodplain Study Required?
  - ☐ Yes:
    - ☐ Refined drainage report that is signed and sealed by a professional engineer
    - ☐ Refined floodplain study exhibit with the following:
      - ☐ 100-yr floodplain boundary and lot lines
      - ☐ Labeled contours
      - ☐ North arrow
      - ☐ Location of cross sections used in HEC-RAS
      - ☐ 100-year water surface elevations at cross sections
    - ☐ HEC-RAS model, version, and plan runs associated to the final design of the project
  - ☐ No:
    - ☐ Per WCSR 4.23, verify no areas within the plat include a FEMA -mapped floodplain with a Zone A classification, or no watercourse whose upstream drainage basin is larger than 64 acres.
    - ☐ Per WCSR 4.23, there is a FEMA Zone AE within or adjacent to the plat, and the 500 yr. flood elevation will be utilized as an alternative to the 100 yr. NOAA Atlas 14 floodplain.

This is not intended to be a complete listing of requirements, but minimum documentation for acceptance of the Refined Drainage Report for review per HB3167.

Appendix R – Geotechnical Completeness Checklist

COMPLETENESS CHECKLIST
GEOTECHNICAL REPORT

The following items must be provided to the County Engineer's Office with each Geotechnical Report in order to be accepted as a complete Geotechnical Report for review.

☐ The report shall be signed and sealed by a Registered Professional Engineer

☐ The report shall include a pavement design based on a 20-year design life

☐ Soils test borings shall be spaced at a maximum of every 500 linear feet along the proposed roadways

☐ Site plan showing the test boring locations

☐ Results of sampled and tested subgrade for plasticity index.

This is not intended to be a complete listing of the geotechnical report requirements, but minimum documentation for acceptance of the plans for review per HB3167.

Appendix S – Construction Plans Checklist

COMPLETENESS CHECKLIST FOR CONSTRUCTION PLANS

This application is intended to provide the minimum information and data needed for the County to assess subdivision construction plan submission.

The following documentation is the minimum required for acceptance of the plans for review.

- ☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)
- ☐ Application review fee (_____ lots x $35 per lot + _____ feet road x $1.00 per foot = $_____)
- ☐ An approved preliminary plat.
- ☐ An approved geotechnical report specific to the plan submission.
- ☐ A complete 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.

Exhibit 1 – Detention Exempt Stream Reaches Map

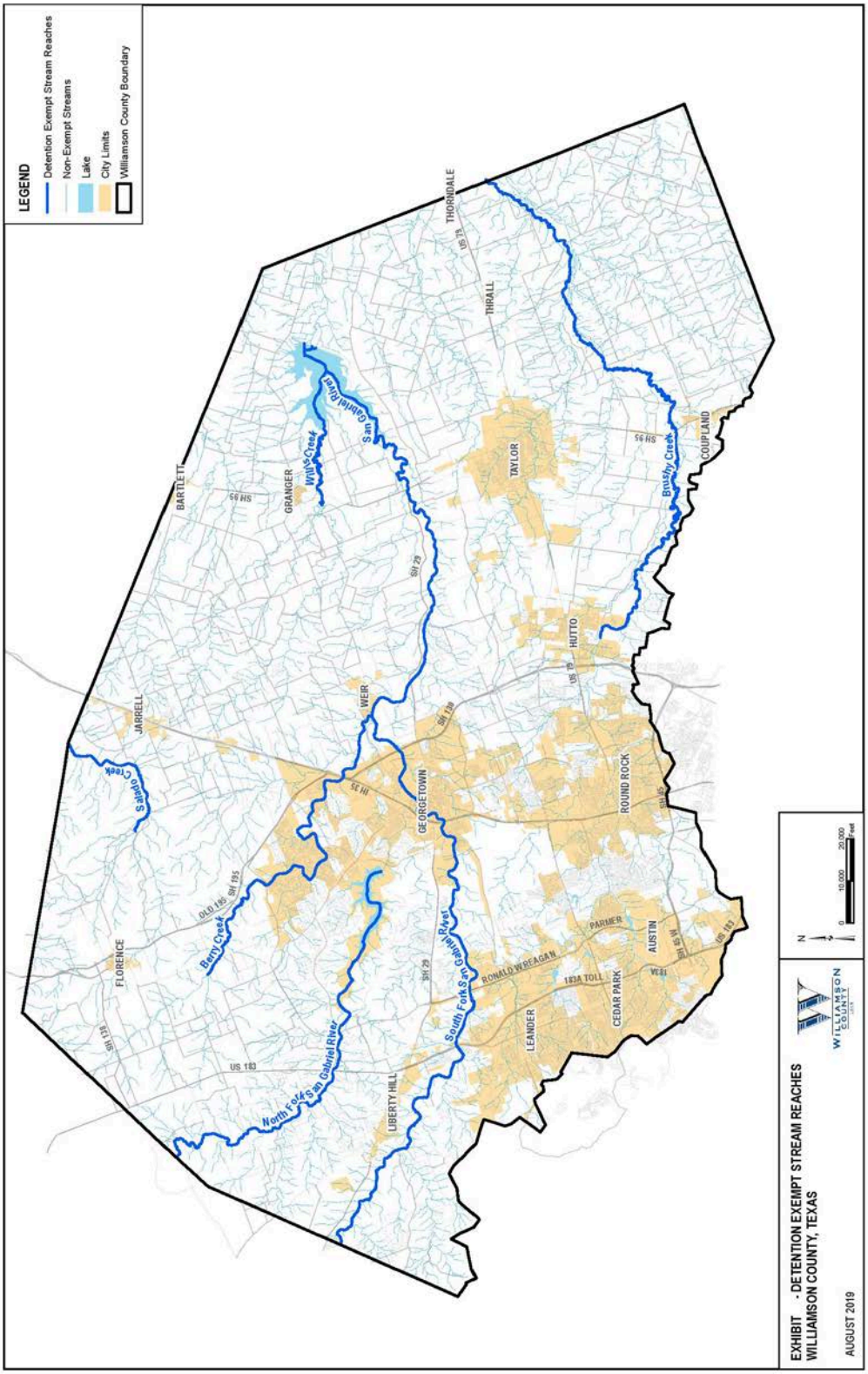
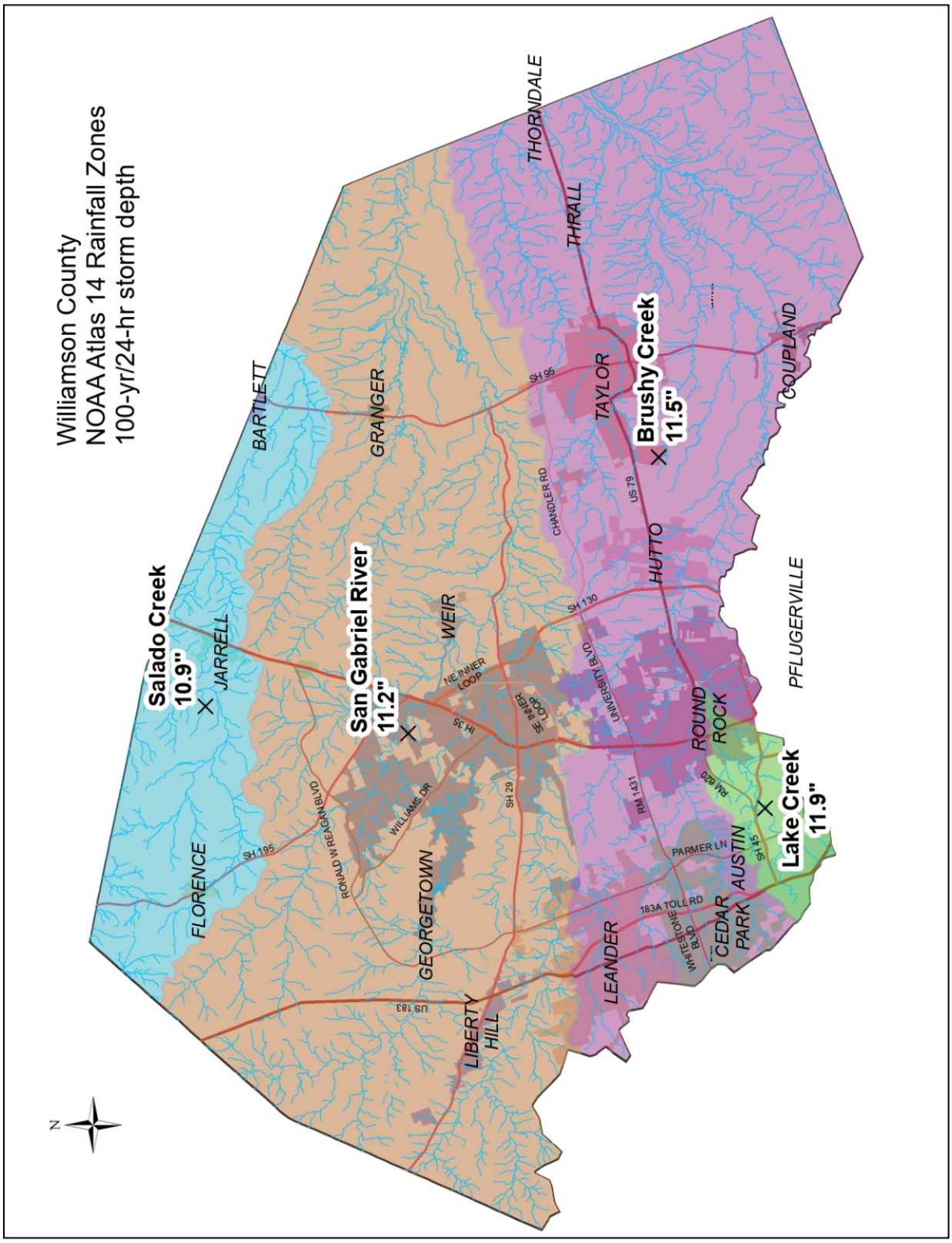


Exhibit 2 – Rainfall Data



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

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.

Appendix T

If a City is primary for review of platting and design (per the 1445 agreement) and City does not annex subdivision prior to final plat, then the following are required for the County's asset management records:

T.1 Pre-development meeting notes

T.2 Initial application submittal (incl. application form and all related required documentation as required by the County subdivision regulations, as amended)

T.3 The appropriate application completeness checklist used in determining if the application is complete/incomplete

T.4 Copy of complete/incomplete letter sent to the applicant including initial review timeframe

T.5 All formal review comments communicated to the applicant/owner/developer/surveyor/engineer on the initial application review

T.6 All application re-submittals (incl. applicant/owner/developer/surveyor/engineer response to comments and all documents transmitted with the re-submittal)

T.7 All formal review comments communicated to the applicant/owner/developer/surveyor/engineer on all re-submittal application reviews

T.8 All formal communication with the applicant/owner/developer/surveyor/engineer that all comments have been addressed

T.9 All correspondence related to each application

T.10 Digital files prior to the approval of a plat (One file shall be in an Adobe .pdf format, and the other files shall be in an AutoCAD.dwg,. dgn, and .shp format. All entities or objects within the .dwg and .dgn files shall be at zero elevation. The coordinate system of the electronic drawing shall be the Texas State Plane Coordinate System, Central Zone, U.S. Survey feet, grid coordinates. Right-of-way centerlines, real property boundary lines, (lots, blocks, external subdivision boundary, rights-of-way, etc.) and text shall each reside on independent or separate layers.)

T.11 Final digital version (in Adobe .pdf format unless otherwise stated) of each approved application or approved revision to an application clearly noted as "approved" (incl. preliminary plat, minor plat, final plat, replat, amended plat, preliminary drainage report, refined drainage report, geotechnical report or subdivision construction plans)

T.12 Documentation of a final approval or approved revision of each application by the appropriate approving entity/person (incl. governing body, elected official, department head, director, etc.)

T.13 A complete timeline for each application from the initial submittal to final approval.

T.14 For detention design, major channel design and analysis, determination of peak flow rates for floodplain modeling, and hydrologic channel routing, the U.S. Army Corps of Engineers HEC-HMS software, must be utilized. For floodplain studies, major channel design and analysis, and determination of finished floor elevations, the U.S. Army Corps of Engineers HEC-RAS software

must be utilized. A copy of all HEC-HMS and HEC-RAS models received, reviewed and approved must be stored in the application file.

If a City is primary for inspection of construction (per the 1445 agreement) and City does not annex subdivision prior to final plat, then the following are required for the County's asset management records:

T.15 Written copy of completed Field Punchlist

T.16 Utility/Storm Sewer info (Proctors, Densities, Camera or Visual Inspection, etc.)

T.17 Quality Assurance/Quality Control testing Info/Geotech Field Report(s)

T.18 Subgrade Investigation/Lime information (Proctors, Proof Roll, Densities, PH, Etc.)

T.19 Flex Base information (Proctors, Depths, Densities)

T.20 Asphalt information (JMF, Densities, Cores, Level 1B report/Wilco Lab Cores)

T.21 Signed/Sealed Engineer's concurrence letter

T.22 Copy of Williamson County License Agreement (if applicable)

T.23 Copy of 2-year warranty bond/Cash Surety

T.24 Documentation of release of Performance Bonds or cash fund balances for plat recordation

T.25 Signed/Sealed As-Built Plans in PDF format (incl. Dry Utility Plans and Final Roadbed Design profile)

T.26 Written verification that signs and markings installed match as-built plans (in compliance with WilCo Regulations)

T.27 Written notification to 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

Commissioners Court - Regular Session **56.**

Meeting Date: 12/07/2021

Proposed changes to the Williamson County Driveway Policy

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 proposed changes to the Williamson County Driveway Policy.

Background

The existing Williamson County Driveway Policy has not been updated since 1994. The proposed policy is a necessary change to reflect changes in the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposed Driveway Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 10:48 AM
Form Started By: Kelly Murphy		Started On: 12/02/2021 08:30 AM
Final Approval Date: 12/02/2021		

Williamson County Driveway Policy

Adopted and Effective
as of December 7th, 2021

Section 1- Purpose/Overview

This policy describes the County's criteria for the design, construction, and maintenance of residential, agricultural, commercial/industrial, and multifamily driveways.

Section 2- Definitions

Access
A permitted or existing break in the right-of-way for entry and/or exit onto the county, state, or city roadway network.

Agricultural
Piece of real property that would meet the Williamson Central Appraisal District's criteria for an agricultural exemption.

Arterial Roads
Roads that are principally regional in nature and are used for through or high-volume traffic and shall be divided into the following two sub-classifications:

a. Roads which are existing county roads, are at least one mile in length, and carry a numerical designation
b. Roads included as an arterial on a county or city transportation plan

Developer or Builder
A person or entity that intends to develop, construct, or invest in a property for the purpose of selling or utilizing the property for generating revenue.

Plans
Construction drawings, specifications, bidding forms and other documents required for construction.

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.

Resident

Person or persons who are currently, or will be, residing at the location for which the application is being submitted.

Road/Street

The terms "street" or "road" are interchangeable and mean a vehicular access way, including any and all components necessary for proper operations such as ditches, culverts, and bridges. The term is used to describe all vehicular access ways regardless of any other designation they may carry. Any vehicular access that serves more than 3 residences is considered a road for regulatory purposes.

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).

Variance
An exemption from any of the requirements of this policy.

Section 3- Driveway Types

3.1 There are three different driveway permit types which have different requirements:

3.1.1 Temporary
This is any driveway that will be utilized for maintenance or construction purposes and shall be removed within 60 days after project is complete.

3.1.2 Residential or Agricultural
This is any driveway approach, outside of a subdivision, that serves as access from a County roadway to a lot or parcel of land intended for up to three (3) family residences or meeting the definition of Agricultural property in Section 2.

3.1.3 Commercial/Industrial or Multifamily
This driveway type and requirements apply to all driveways serving as access to commercial/industrial and multifamily sites, related to new or modified site plans.

3.2 There are four main types of driveways: Straight Tie-In, Dip, Culvert, and Curb-and-Gutter as illustrated in Figure 3.1 below. The type of driveway required is dependent on the individual roadside conditions and roadside drainage.

3.2.1 Straight Tie-In Driveway
This driveway type is utilized when there is no ditch flow within the right-of-way.

3.2.2 Dip Driveway
This driveway type is utilized when ditch geometry cannot accommodate the minimum size culvert or as deemed appropriate by a professional engineer.

3.2.3 Culvert Driveway
This driveway type is utilized when ditch flow is present, and a culvert is required.

3.2.4 Curb-and-Gutter Driveway
This driveway type is utilized with curb and gutter roadways.

Figure 3.1: Driveway Types



Straight Tie-In



Dip Style



Culvert Style



Curb-and-Gutter

Section 4- Permit Process

To obtain a permit to construct a proposed driveway or to modify an existing driveway, the applicant shall complete and submit a Williamson County Driveway/Access Application. Those applicants meeting the definition of a Developer or Builder shall follow the permit process outlined in Section 4.1. Those applicants meeting the definition of a Residential or Agricultural applicant shall follow the permit process outlined in Section 4.2.

4.1 Developer or Builder Driveway Application:

If the driveway application is submitted by a developer or builder, the design of the proposed driveway and culvert size, if necessary, shall be submitted with the application and reviewed in accordance with this policy. Developer or builder driveways include, but are not limited to, commercial/industrial, multifamily, and residential. These driveway applicants shall also adhere to Williamson County Emergency Services requirements.

If the driveway is associated with a commercial/industrial or multifamily site plan, the site plan must be submitted with the driveway application.

Pipe runners for safety end treatments may be necessary given the size of the culvert required or the class of the roadway being accessed.

Below outlines the information and action required for a developer or builder to submit the driveway application and construct the proposed driveway:

1) Submit a driveway plan signed and sealed by a professional engineer that meets requirements in accordance with this policy, and contains the following information for the proposed driveway:
   a) Location
   b) Dimensions
   c) Radii
   d) Spacing to driveways across the street and adjacent driveways
   e) Grades of proposed driveway
   f) Proposed type of driveway (Figure 3.1)
   g) Culvert type (CMP, CMPA, or RCP) and size, if applicable
   h) Any downstream or upstream ditch grading required to drain
   i) Right-of-way or property lines
   j) Utility locations
   k) Erosion control measures
   l) Floodplain boundaries, if applicable
   m) Traffic control plans or standards

2) Submit supporting hydrology calculations documentation, including but not limited to:
   a) Drainage Area Map including:
      i) Drainage Area boundaries and sizes
      ii) Labeled contours
      iii) North arrow
      iv) Time of concentration paths and values
      v) Runoff coefficients or curve numbers
      vi) Peak flows at proposed driveway location
   b) HEC-HMS model/output or Rational Method calculations, as applicable

3) Submit hydrology calculations that meet the following design criteria (note – curb and gutter proposed driveways do not require hydrologic calculations)
   a) All longitudinal drainage structures shall be designed to convey the NOAA Atlas-14 10-year storm event.
   b) Driveway culverts shall have a minimum interior diameter of 18" or equivalent and a minimum length of 24 feet and shall include a concrete safety end treatment in accordance with current TxDOT safety end treatment standards. If any specification set out herein conflicts with TxDOT specifications, the specification set out herein shall govern. Larger or longer culverts shall be installed, if necessary, to accommodate drainage based upon a 10-year storm event flow frequency.

4) Submit hydraulic calculations and provide the following with submittal: (note – curb and gutter proposed driveways do not require hydraulic calculations)
   a) Any model input/output associated to the final design of driveway culvert

b) A profile shall be shown in the driveway plan for all drainage structures. Each profile shall show the design flow, velocity, invert elevations, and the hydraulic grade line for analyzed storm events.
c) If the ditch geometry does not accommodate the 10-year storm event, variances may be considered with approval of the County.

5) Developer or builder is responsible for removal and disposal of trees/brush/landscaping/debris within the right-of-way at proposed driveway location, and relocation of any utilities within the right-of-way.

6) If grading is necessary upstream or downstream of driveway, the developer or builder is required to grade the ditch for positive drainage.

7) Once the driveway application is approved by the County, the applicant may proceed with construction.

8) At the following stages of construction, the applicant is required to contact the County for inspection. Inspections can be requested at 512-943-3330 or roadrequest@wilco.org :
   a) Driveway type with culvert installation
      i) Safety end treatment and concrete driveway inspection is required when the forms are set and before concrete is placed. The culvert size and grade will be inspected at this stage.
      ii) When applicant has completed all construction activities related to the driveway, culvert, and safety end treatment
   b) Driveway types without culvert installation
      i) After grading and earthwork has been completed, but prior to driveway surface application or concrete placement.
      ii) When applicant has completed all construction activities

9) Inspections for straight tie-in and curb and gutter driveway types are not required but may be performed, at the applicant's request, if County resources allow.

10) The driveway will be considered an authorized, permitted driveway after construction is complete and inspection determines the driveway meets the requirements of this policy.

11) If the driveway is not constructed in accordance with the approved driveway application, the County reserves the right to remove the driveway.

4.2 Resident Driveway Application:

If the driveway application is submitted by a resident of Williamson County for residential or agricultural use, then the process described below shall be followed to submit the driveway application and construct the proposed driveway:

1) Submit a plan that contains the following information for the proposed driveway:
   a) Map showing proposed driveway location

b) Dimensions (main driveway width)
c) Spacing from edge of pavement of adjacent driveways

2) Upon completion and submittal of a Williamson County driveway application, applicant shall physically stake or mark the location of the proposed driveway.

3) Once the application is accepted, the County shall visit the proposed location to obtain measurements for driveway design and verify that it is suitable as pertains to this policy.

4) If a culvert is necessary, Williamson County will size the culvert in accordance with this policy and provide applicant with information relative to installation of the culvert and driveway.

5) Driveway culverts shall include a concrete safety end treatment in accordance with current TxDOT safety end treatment standards. If any specification set out herein conflicts with TxDOT specifications, the specification set out herein shall govern.

6) Applicant is responsible for purchasing the appropriate culvert size and installation of driveway/culvert and safety end treatment.

7) Applicant is responsible for removal and disposal of trees/brush/landscaping/debris within the right-of-way at proposed driveway location, and relocation of any utilities within the right-of-way.

8) If grading is necessary upstream or downstream of driveway, the County will grade the ditch before driveway application is approved.

9) If grading is necessary, and once grading is complete, the County will notify applicant to proceed with construction of driveway.

10) Applicant shall ensure that the proper culvert flowline slope is achieved while installing culvert pipe in accordance with this policy, if applicable.

11) At the following stages of construction, the applicant is required to contact the County for inspection. Inspections can be requested at 512-943-3330 or roadrequest@wilco.org :
    a) Driveway type with culvert installation
        i) After applicant has bedded the culvert pipe to the correct slope and elevation, and prior to backfill operations.
        ii) Safety end treatment and concrete driveway inspection is required when the forms are set and before concrete is placed.
        iii) When applicant has completed all construction activities related to the driveway, culvert, and safety end treatment.
    b) Driveway types without culvert installation
        i) After grading and earthwork has been completed, but prior to driveway surface application or concrete placement.
        ii) When applicant has completed all construction activities.

12) Failure to contact Williamson County for required inspections, or failure to construct the driveway to County standards, may result in a notice to remove and replace the driveway.

13) The driveway will be considered an authorized, permitted driveway only after construction is complete and inspection determines the driveway meets the requirements of this policy.

Section 5 - General Conditions

5.1 Applications for permits shall be made by the property owner. A property owner may designate a representative by submitting an authorization letter with the application.

5.2 Applications for permits shall be made only for the purpose of securing, or modifying, access to the owner's property, but not for the purpose of parking or servicing vehicles on county right-of-way.

5.3 One application shall be utilized for each proposed, temporary, or modified driveway.

5.4 Lots bordering on existing arterial roads, that have access to internal public or private roadways, are prohibited access to arterial roadways.

5.5 The County will assume no responsibility for driveway maintenance. If obstructions occur within the driveway culvert, the County reserves the right to clear obstructions or repair/remove inoperable culverts that are causing adverse impacts to the roadway.

5.6 If any damage occurs within the right-of-way or surrounding area, it is the responsibly of the applicant.

5.7 The County will assume no responsibility for mailbox removal, relocation, or maintenance within delivery impact area. The property owner is to maintain the mailbox and adhere to USPS regulations in accordance with height and distance requirements for said mailbox. Mailboxes shall be breakaway and utilize the standard mailbox mounting assembly with current TxDOT standards. If mailbox location causes any roadway hazard, it will be subject to relocation at the cost of the property owner.

5.8 Shared driveways are limited to 3 residences; or platting requirements may apply.

5.9 Shared driveways are required to obtain a shared driveway access easement and file it with the County Clerk’s office before final approval of driveway permit.

5.10 If driveway access location or use is changed from original application, the proposed driveway is required to be re-evaluated and subject to the current driveway policy.

5.11 When a driveway application is approved, the applicant has one year to complete construction of proposed or modified driveway. After one year, another application or additional inspection shall be required.

5.12 Temporary driveways must be approved through the driveway application process prior to installation. Temporary driveways and residual material shall be removed from the right-of-way within 60 days after completion of the project for which the driveway was installed.

5.13 All design and construction of a temporary driveways shall follow the conditions and criteria of this policy, with the exception that SETs will not be required and a 2-year storm event design may be utilized.

5.14 All driveway design and construction shall comply with the American with Disabilities Act Accessibility Guidelines and Texas Accessibility Standards. The applicant shall provide appropriate access in accordance with applicable law.

5.15 If proposed driveway is associated with commercial, industrial, or multifamily, then a site plan is necessary at the time of the application.

5.16 If the proposed driveway is located in a regulated FEMA or local floodplain, then a Floodplain Development Permit will also be required.

5.17 When necessary, traffic control will be the responsibility of the applicant.

5.18 Any applicant who wishes to receive a variance to this policy shall apply to the County Engineer. Variance requests will be reviewed by a committee, and appropriate action will be taken.

Section 6 - Design Criteria

6.1 Residential, Agricultural, Commercial/Industrial and Multifamily driveway design shall follow the geometry criteria as outlined in Appendix B.

6.2 All parts of entrances and exits on county right-of-way, including the radii, shall be confined within the applicant's property frontage. Frontage is that portion of the right-of-way lying between two most distant possible lines drawn perpendicularly from the centerline of the roadway to the applicant's abutting property line.

6.3 At any intersection of a county roadway with another roadway, road, or street where the existing right-of-way is flared or widened to allow for additional sight distance, no access driveway will be permitted within the flared or widened right-of-way section.

6.4 The angle of the driveway from the roadway pavement shall be 75 to 90 degrees, except that one-way 45- to 90-degree angle driveways will be permitted for connections to one-way frontage roads or lane divided roadways.

6.5 Driveways may not exceed seventy percent (70%) of roadway frontage.

6.6 All Commercial/Industrial, Agricultural, Multifamily and Residential driveways shall be designed to align with opposing driveways, if possible, or, shall meet spacing requirements, measured from edge to edge of driveways, in Table 6.1. Distances to driveways across the street shall be measured edge of pavement to the edge of pavement of the nearest driveway.

Table 6.1 Minimum Driveway/Access Spacing

Posted or Prima Facia Speed Limit (mph)	Distance (ft)
40	305
45	360
≥ 50	425

Notes: 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.

6.7 Commercial/industrial and multifamily driveways with a posted or prima facia speed limit less than 40 mph shall be located no closer than 100 feet to an adjacent driveway, measured from edge to edge of driveways.

6.8 Residential and agricultural driveways on roadways with a posted or prima facia speed limit less than 40 mph shall be located no closer than 30 feet to an adjacent driveway, measured from edge to edge of driveways. Also, driveways shall not be constructed within the curb return of a street intersection.

6.9 An existing property with less than the required spacing (frontage), and no other legal or permissible access point, may seek a variance. The driveway location will be at the discretion of the County Engineer and shall provide the maximum spacing between access points.

6.10 Refer to Appendix C for required driveway grade breaks.

Section 7 – Drainage

7.1 Any impacts to drainage on the Williamson County roadway system resulting from installation of access driveways must be coordinated with and approved by Williamson County. Consideration also needs to be given to driveway geometrics, utility location or relocation, environmental requirements, flood-prone areas, wetlands considerations (if appropriate), and the need to follow all applicable state and federal laws and rules.

7.2 Drainage in roadside ditches shall not be altered or impeded. When drainage structures are required, the size and other design features shall be approved by Williamson County.

7.3 Access driveways shall be constructed to match the grade of the roadway pavement edge or the shoulder edge, if a shoulder is present. The driveway shall be designed and constructed in such a manner as to not impede the flow of water away from the roadway pavement, including properties that slope downward from the roadway.

7.4 At a culvert outlet, exit velocities shall be minimized to the greatest extent practical. Channel erodibility and local scour potential shall be evaluated and considered.

7.5 All driveway culverts shall have a minimum interior diameter of 18" or equivalent and a minimum length of 24 feet and shall include a concrete safety end treatment in accordance with current TxDOT safety end treatment standards. If any specification set out herein conflicts with TxDOT specifications, the specification set out herein shall govern. Larger or longer culverts shall be installed, if necessary, to accommodate drainage based upon a 10-year storm event flow frequency.

7.6 The design requirements of the driveway culvert safety end treatments are as follows:

7.6.1 There shall be no culvert headwalls or similar vertical ends.

7.6.2 Ends shall be sloped a 4:1 (4 horizontal to 1 vertical) or flatter with concrete riprap to prevent erosion and to protect the pipe end. When pipe runners are required, end slope shall be no less than 6:1 (6 horizontal to 1 vertical)

Section 8 - Construction and Materials

8.1 No construction work on the driveway shall be undertaken on the right-of-way until a fully executed driveway permit has been received by the applicant.

8.2 For residential and agricultural driveways, driveway surface material shall be determined by the applicant, but all-weather surface material is recommended. Commercial/industrial and multifamily driveways must be a concrete or asphalt surface.

8.3 If the driveway is a dip driveway and approved to be constructed at grade through the roadside ditch or natural grade of the roadside, it is recommended that the driveway have an all-weather surface material to conform to the cross section shape of the ditch or other natural grade of the roadside to form a stable driveway. An exception to using stabilized new surface may be approved by Williamson County if the roadside or ditch is naturally stabilized with rock which may be driven on without eroding or rutting in all types of weather.

8.4 A driveway must be constructed in accordance with a fully executed driveway permit and all applicable requirements. A Williamson County inspector will review the driveway construction to determine if it is acceptable or if modifications are needed.

8.5 The applicant shall furnish all materials necessary for the construction of the access driveways and all appurtenances authorized by the permit. All materials shall be of satisfactory quality and shall be subject to inspection and approval by Williamson County. It is recommended that

residential and agricultural access driveways have an all-weather surface to prevent tracking mud onto the roadway, to prevent damage to the edge of the roadway, and to assist in maintaining the integrity of the driveway.

8.6 Utilize manufacturer recommendations for minimum cover over driveway culvert.

8.7 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 8.1 below:

Table 8.1 - 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

Appendix A

Driveway Application

Williamson County
Driveway/Access Application for Permit

Name of Applicant:_____Date:_____

E-mail:_____

Applicant Mailing Address:_____

Phone: _____

☐ Map with location of driveway provided attached* (required)

Physical Address of Property or WCAD Parcel #: _____

_____

Location of Proposed Driveway on Property:

☐ Location is physically marked (staked, painted, tagged)* (required)

Latitude & Longitude (optional): _____

Comments: _____

_____

Note – If driveway is within a regulated FEMA or local floodplain, an approved Floodplain Development Permit is required before construction. Visit www.wilco.org/roads/floodplain for more information.

Choose one:

☐ Current/Future Homeowner or Agricultural Property Owner*

This option **not intended for land investors but as a benefit to Williamson County constituents. Deceitful representation will result in an invalid driveway permit.*

- Proposed driveway width (ft): _____
- Distance to adjacent driveways (ft): Left side (facing road)_____ Right side_____
- Proposed driveway material (examples: concrete/asphalt/caliche): _____
- Williamson County will size the culvert if required
- Applicant is responsible to order, purchase, and deliver culvert to property
- Applicant is responsible for culvert installation
- Applicant must contact Williamson County for inspections as outlined in Section 4.2 of the Williamson County Driveway Policy

☐ Developer/Builder or Commercial/Business Property Owner

- Submit a site plan for review to mygovernmentonline.org with this application.
- Site Plan name _____
- Applicant is responsible to size, order, purchase and install culvert per Williamson County Driveway Policy
- Submit driveway plan and culvert calculations with application per Williamson County Driveway Policy
- Applicant must contact Williamson County for inspections as outlined in Section 4.1 of the Williamson County Driveway Policy

Submit application to: Williamson County Engineer's Office
3151 S. E. Inner Loop, Georgetown, Texas 78626
Telephone: (512) 943-3330 Email: RoadRequest@wilco.org

Form Revised: Dec 2021

WILLIAMSON COUNTY OFFICE USE ONLY:

Foreman:_____ Date: _____

Foreman Comments: _____

Driveway Location Dimensions:

Top Width of Ditch: _____ Utility conflicts: _____

Bottom Width of Ditch: _____ Max culvert size allowable in ditch:_____

Approximate Ditch Depth: _____ Upstream culvert size:_____

ROW Width from edge of pavement: _____ Downstream culvert size:_____

Existing Culvert Size: _____

Ditch grading – For Residential Driveways Only:

Upstream ditch grading required? ☐ Yes ☐ No

Downstream ditch grading required? ☐ Yes ☐ No

If Yes, Work Order number: _____

Grading complete date: _____

Design Engineer: _____ Date: _____

Driveway Type: _____

Culvert Sizing: _____

Engineer Comments: _____

_____

Inspection Requirements:

- Inspection prior to covering culvert required? ☐ Yes ☐ N/A
- SET inspection before concrete is poured required? ☐ Yes ☐ N/A
- Inspection after driveway is complete required? ☒ Yes

Note - Driveways shall be in accordance with Williamson County Driveway Policy.

Form Revised: Dec 2021

APPENDIX B

Driveway Criteria Table

Table 1 - Criteria for Residential Driveways (Not in a subdivision)					
Condition	**Min. Radius (R) (ft)**	**Max. Width (W) (ft)**	**Suggested Max. Change in Grade (D) (%)**	**Surface**	**Concrete Safety End Treatment**
With Pipe Culvert	15	24	15	All-Weather Surface [1]	4:1 Slope or Flatter
Dip Style	15	24	15	All-Weather Surface [1]	N/A
Straight Tie-In	15	24	15	All-Weather Surface [1]	N/A
1. Packed gravel, seal-coated asphalt, asphalt, concrete or similar material are recommended to prevent washing away.					

Table 2 - Criteria for Residential Driveways (In a subdivision)					
Condition	**Min. Radius (R) (ft)**	**Max. Width (W) (ft)**	**Suggested Max. Change in Grade (D) (%)**	**Surface**	**Concrete Safety End Treatment**
With Pipe Culvert	15	24	15	All-Weather Surface [1]	4:1 Slope or Flatter
Dip Style	10 [2]	24	15	All-Weather Surface [1]	N/A
Straight Tie-In	10 [2]	24	15	All-Weather Surface [1]	N/A
Curb-and-Gutter	5 [2]	24	15	Asphalt or Concrete	N/A
1. Packed gravel, seal-coated asphalt, asphalt, concrete or similar material are recommended to prevent washing away.					
2. A 60 degree flare is acceptable.					
Note: Access must comply with plat notes and deed restrictions.					

Table 3 - Criteria for Multifamily or Commercial/Industrial Driveways							
Condition	**Min. Radius (R) (ft)**	**Max. Width (W) (ft)**	**Min. Throat Length (ft) ≤ 45 mph**	**Min. Throat Length (ft) > 45 mph**	**Max. Change in Grade (D) (%)**	**Surface**	**Concrete Safety End Treatment**
With Pipe Culvert	25	28	20	40	8	Asphalt or Concrete	4:1 Slope or Flatter
Dip Style	25	28	20	40	8	Asphalt or Concrete	N/A
Straight Tie-In	25	28	20	40	8	Asphalt or Concrete	N/A
Three Lanes without Divider	25	40	20	40	8	Asphalt or Concrete	4:1 Slope or Flatter [1]
Three Lanes with Divider	25	44	20	40	8	Asphalt or Concrete	4:1 Slope or Flatter [1]
Four Lanes without Divider	25	52	20	40	8	Asphalt or Concrete	4:1 Slope or Flatter [1]
Four Lanes with Divider	25	56	20	40	8	Asphalt or Concrete	4:1 Slope or Flatter [1]
1. With pipe/box culvert.							

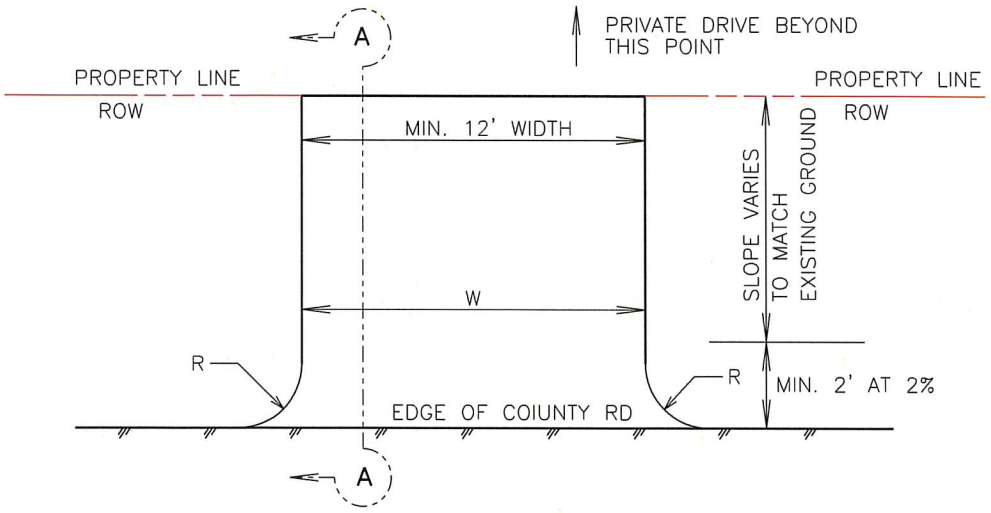
Table 4 - Criteria for Agricultural Driveways					
Condition	**Min. Radius (R) (ft)**	**Max. Width (W) (ft)**	**Suggested Max. Change in Grade (D) (%)**	**Surface**	**Concrete Safety End Treatment**
With Pipe Culvert	30	30	8	All-Weather Surface [1]	4:1 Slope or Flatter
Dip Style	30	30	8	All-Weather Surface [1]	N/A
Straight Tie-In	30	30	8	All-Weather Surface [1]	N/A
1. Packed gravel, seal-coated asphalt, asphalt, concrete or similar material are recommended to prevent washing away.					

Note: A request to exceed the maximum driveway width may be reviewed and approved by Williamson County Road and Bridge Division. A cleanout near the center of long culverts may be required and will be determined by Williamson County Road and Bridge Division.

The distance from the edge of the county road pavement to a gate must be sufficient to store the longest vehicle, or combination of vehicles, anticipated for use of the property. At a minimum, this distance should accommodate a pickup truck with trailer.

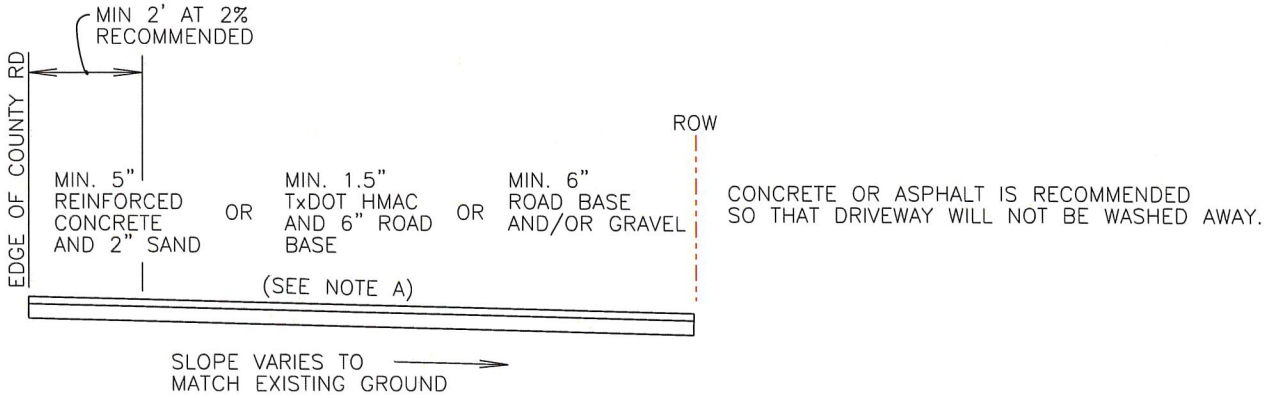
Appendix C

Driveway Exhibits



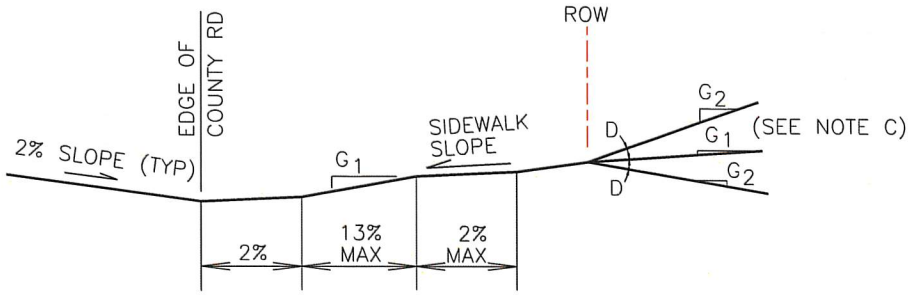
PLAN VIEW

N.T.S.



SECTION A–A

N.T.S.



ALLOWABLE GRADES

N.T.S.

NOTES:

A) MATERIAL DEPTHS SHOWN ABOVE ARE RECOMMENDED.

B) ENGINEERED DRAWINGS MUST BE SUBMITTED FOR MULTIFAMILY OR COMMERCIAL/INDUSTRIAL DRIVEWAYS.

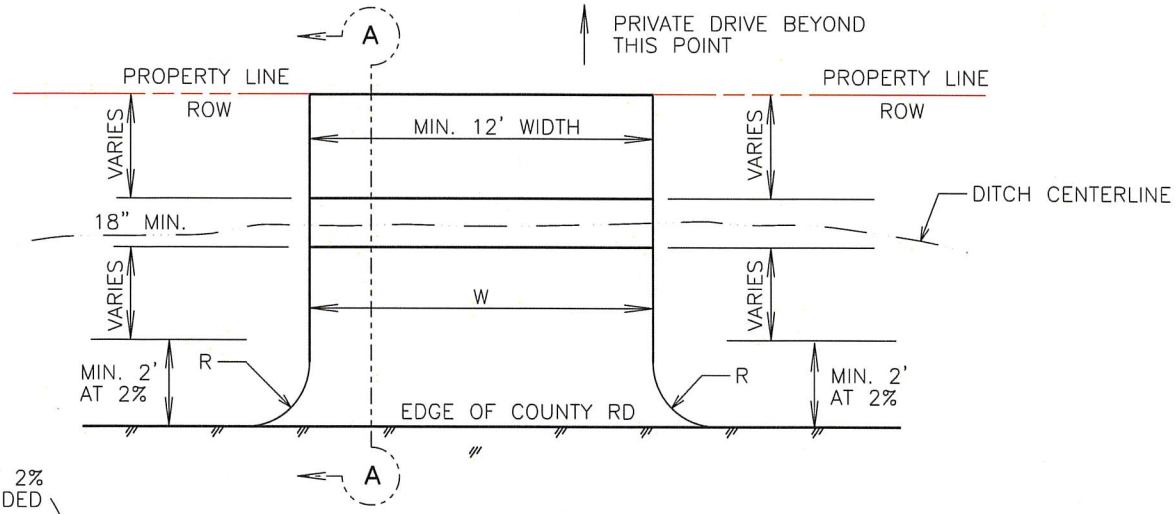
C) WHILE THE PROPERTY OWNER REMAINS RESPONSIBLE FOR GRADE BREAKS WITHIN PRIVATE PROPERTY, IF "G2" IS GREATER THAN 15%, THE FIRE DEPARTMENT SHOULD BE CONSULTED WHERE THE DRIVEWAY IS ESSENTIAL TO EMERGENCY VEHICLE ACCESS. "D" IS THE ALGEBRAIC DIFFERENCE OF "G2" AND "G1" AND SHOULD NOT EXCEED THE MAXIMUM PERCENT STATED IN THE TABLES FOR DRIVEWAY CRITERIA.

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

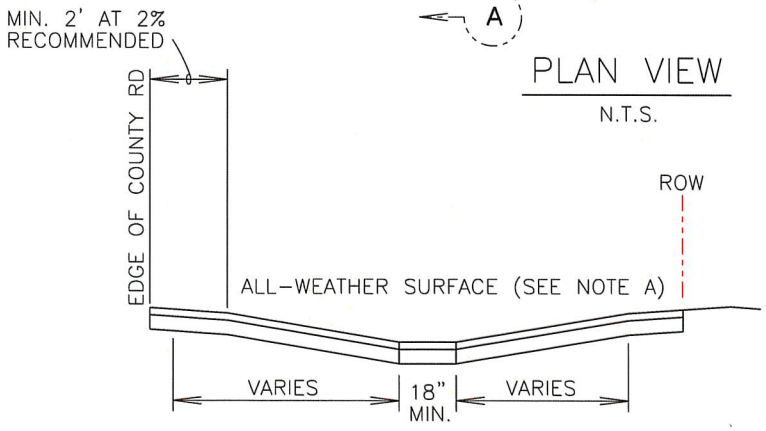
EXHIBIT
DRIVEWAY
STRAIGHT TIE-IN

Revised: 11/22/21



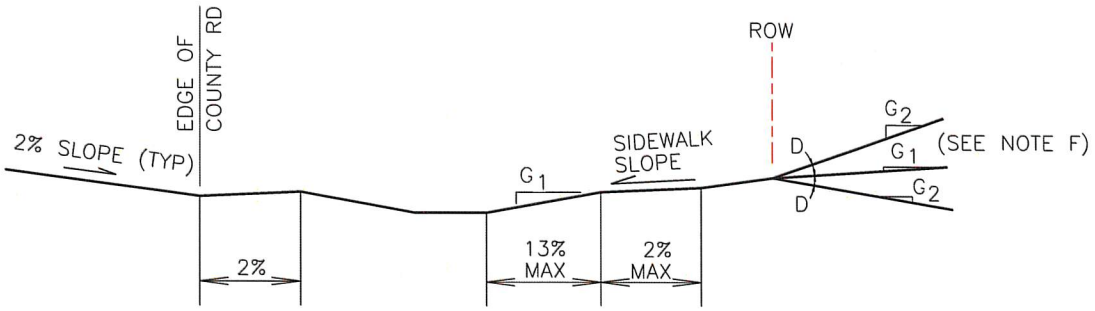
PLAN VIEW

N.T.S.



SECTION A-A

N.T.S.



ALLOWABLE GRADES

N.T.S.

NOTES:

A) PACKED GRAVEL, SEAL-COATED ASPHALT, TxDOT HMAC, CONCRETE OR SIMILAR MATERIAL ARE RECOMMENDED TO PREVENT WASHING AWAY.

B) DIP CENTERLINE TO BE ALINGED WITH DITCH CENTERLINE.

C) TOP OF DIP SECTION TO MATCH DITCH FLOWLINE ELEVATION.

D) CONSTRUCT DRIVEWAY AT NATURAL GRADE AS TO NOT OBSTRUCT NATURAL DRAINAGE FLOW.

E) ENGINEERED DRAWINGS MUST BE SUBMITTED FOR MULTIFAMILY OR COMMERCIAL/INDUSTRIAL DRIVEWAYS.

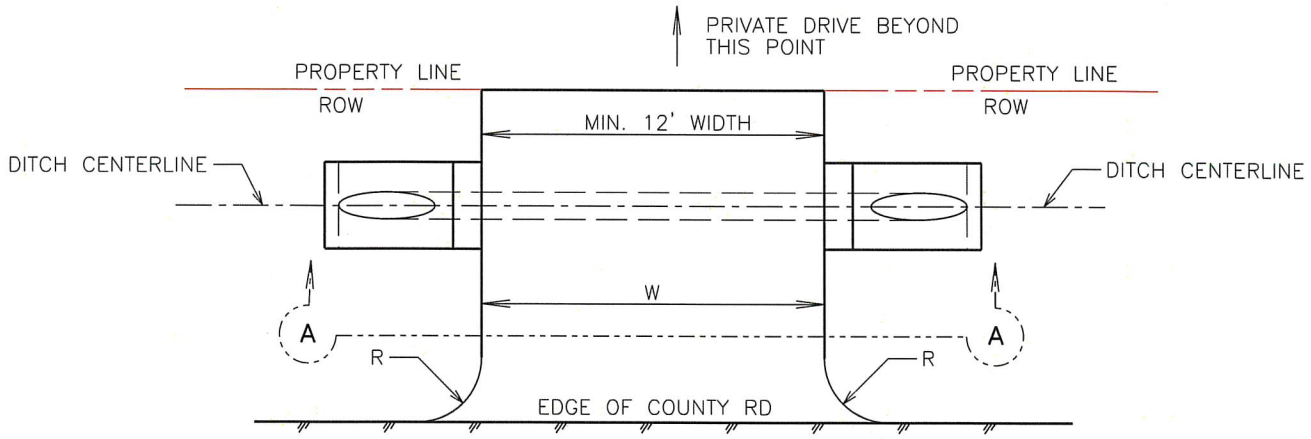
F) WHILE THE PROPERTY OWNER REMAINS RESPONSIBLE FOR GRADE BREAKS WITHIN PRIVATE PROPERTY, IF "G2" IS GREATER THAN 15%, THE FIRE DEPARTMENT SHOULD BE CONSULTED WHERE THE DRIVEWAY IS ESSENTIAL TO EMERGENCY VEHICLE ACCESS. "D" IS THE ALGEBRAIC DIFFERENCE OF "G2" AND "G1" AND SHOULD NOT EXCEED THE MAXIMUM PERCENT STATED IN THE TABLES FOR DRIVEWAY CRITERIA.

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

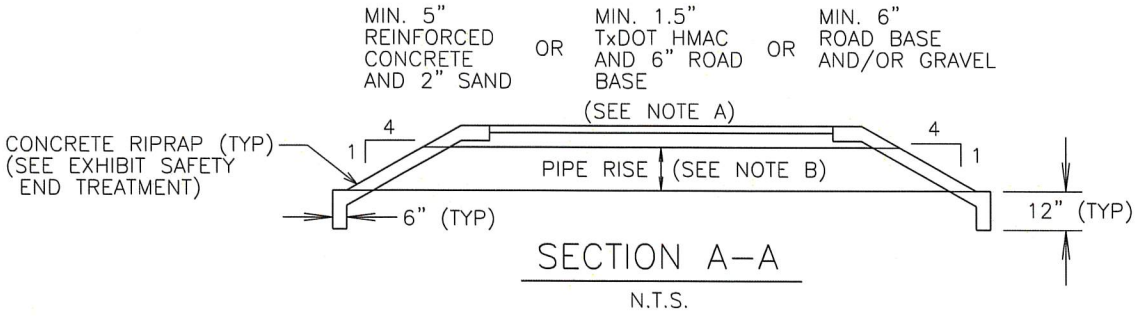
EXHIBIT
DRIVEWAY
DIP-STYLE

Revised: 11/22/21



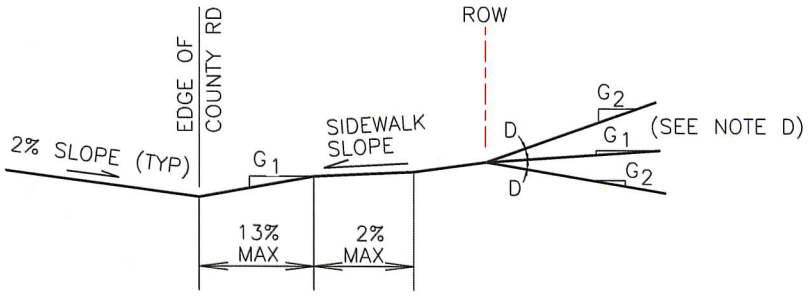
PLAN VIEW

N.T.S.



SECTION A–A

N.T.S.



ALLOWABLE GRADES

N.T.S.

NOTES:

A) MATERIAL DEPTHS SHOWN ABOVE ARE RECOMMENDED.

B) INSTALL CULVERT PIPE TO MATCH DITCH CENTERLINE AND FLOWLINE.

C) ENGINEERED DRAWINGS MUST BE SUBMITTED FOR MULTIFAMILY OR COMMERCIAL/INDUSTRIAL DRIVEWAYS.

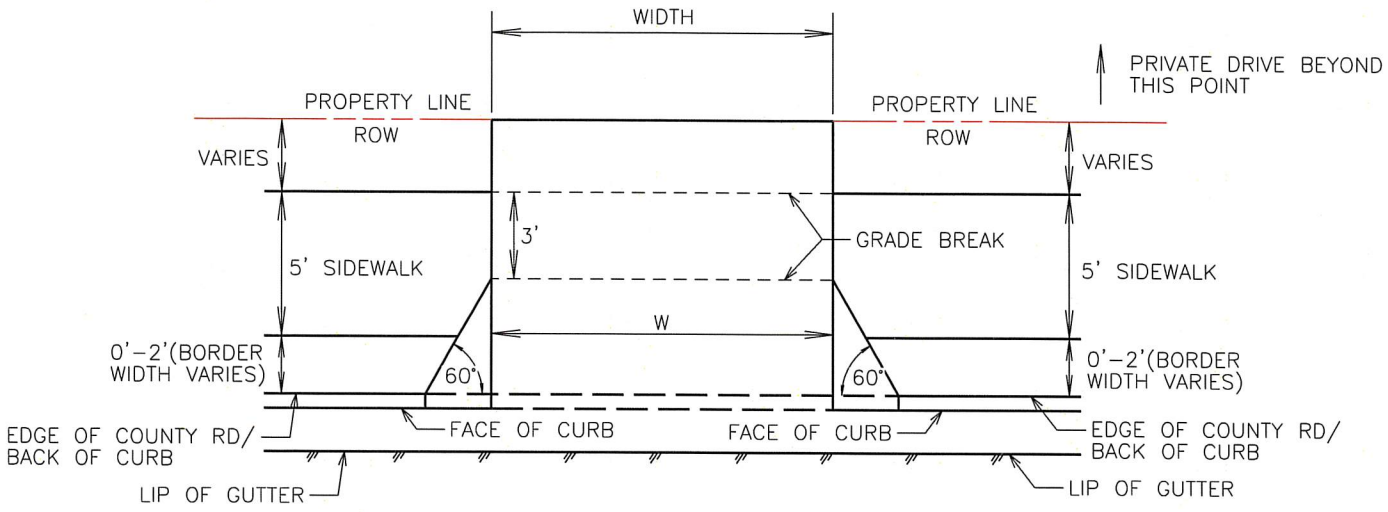
D) WHILE THE PROPERTY OWNER REMAINS RESPONSIBLE FOR GRADE BREAKS WITHIN PRIVATE PROPERTY, THE FIRE DEPARTMENT SHOULD BE CONSULTED WHERE THE DRIVEWAY IS ESSENTIAL TO EMERGENCY VEHICLE ACCESS. "D" IS THE ALGEBRAIC DIFFERENCE OF "G2" AND "G1" AND SHOULD NOT EXCEED THE MAXIMUM PERCENT STATED IN THE TABLES FOR DRIVEWAY CRITERIA.

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

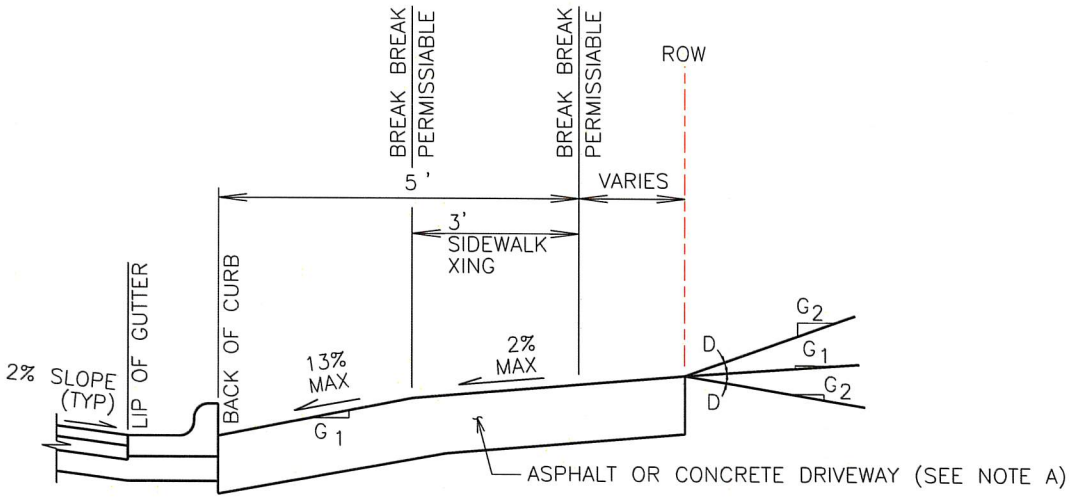
EXHIBIT
DRIVEWAY WITH CULVERT PIPE

Revised: 11/22/21



PLAN VIEW

N.T.S.



ALLOWABLE GRADES

N.T.S.

NOTES:

A) MIN. 1.5" TxDOT HMAC AND 6" ROAD BASE OR MIN. 5" REINFORCED CONCRETE AND 2" SAND.

B) ENGINEERED DRAWINGS MUST BE SUBMITTED FOR MULTIFAMILY OR COMMERCIAL/INDUSTRIAL DRIVEWAYS.

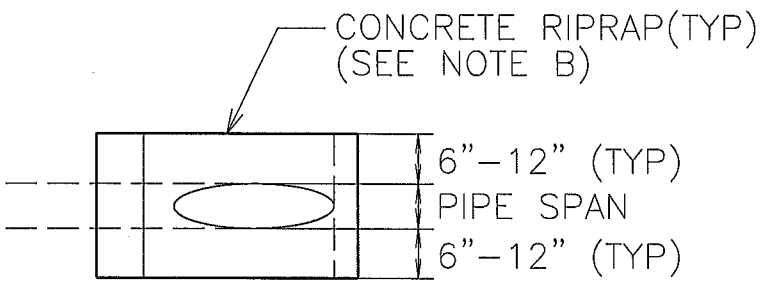
D) WHILE THE PROPERTY OWNER REMAINS RESPONSIBLE FOR GRADE BREAKS WITHIN PRIVATE PROPERTY, THE FIRE DEPARTMENT SHOULD BE CONSULTED WHERE THE DRIVEWAY IS ESSENTIAL TO EMERGENCY VEHICLE ACCESS. "D" IS THE ALGEBRAIC DIFFERENCE OF "G2" AND "G1" AND SHOULD NOT EXCEED THE MAXIMUM PERCENT STATED IN THE TABLES FOR DRIVEWAY CRITERIA.

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

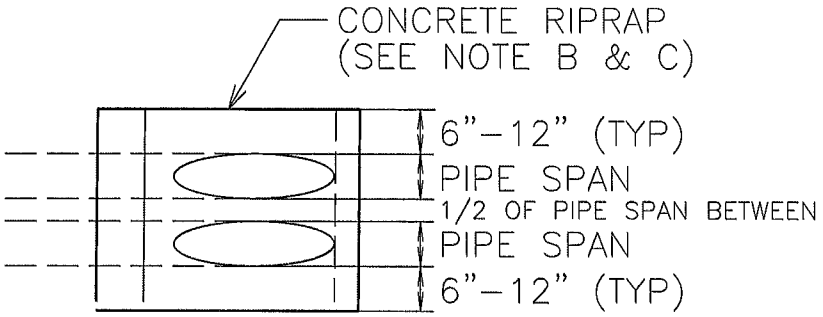
EXHIBIT
CURB & GUTTER
DRIVEWAY

Revised: 11/22/21



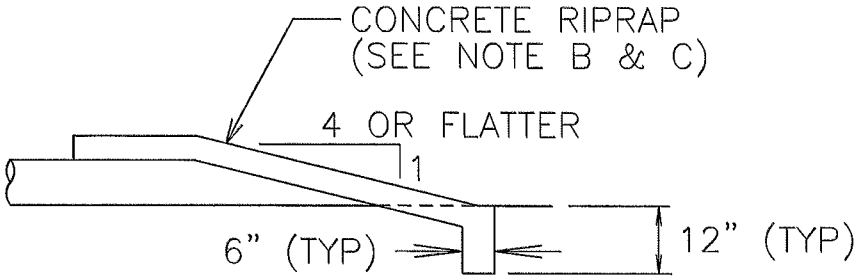
PLAN VIEW – SINGLE PIPE

N.T.S.



PLAN VIEW – MULTIPLE PIPES

N.T.S.



ELEVATION VIEW

N.T.S.

NOTES:

A) PIPE SIZE TO BE DETERMINED OR AS APPROVED BY WILLIAMSON COUNTY.

B) CONCRETE RIPRAP SHALL BE NORMAL 4" THICK REINFORCED WITH MIN. 6x6x1.5x1.5 WELDED WIRE MESH IN ACCORDANCE WITH CURRENT TxDOT SAFETY END TREATMENT STANDARDS.

C) SPECIAL CONDITIONS MAY APPLY TO ARCH PIPES LARGER THAN DES 4 OR ROUND PIPES LARGER THAN 30" IN DIAMETER IN ACCORDANCE WITH CURRENT TxDOT SAFETY END TREATMENT STANDARDS.

D) ENGINEERED DRAWINGS MUST BE SUBMITTED FOR MULTIFAMILY OR COMMERCIAL/INDUSTRIAL DRIVEWAYS.

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE

EXHIBIT
SAFETY END TREATMENT
FOR
DRIVEWAY CULVERT

Revised: 11/22/21

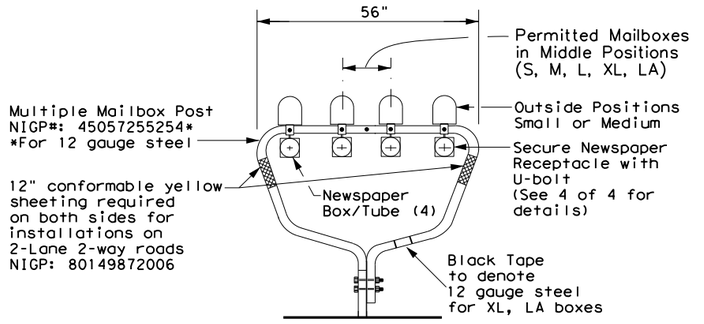
Appendix D

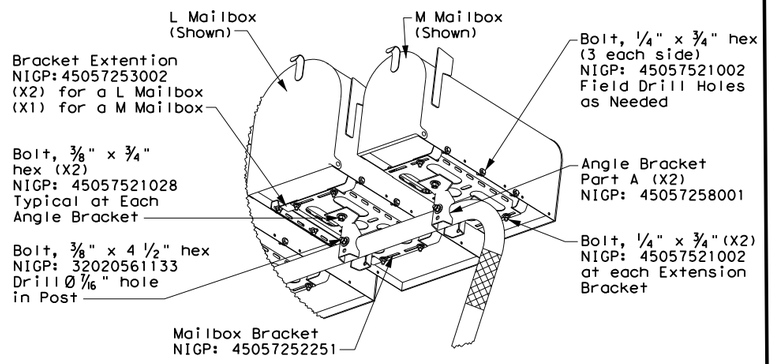
TxDOT Standards

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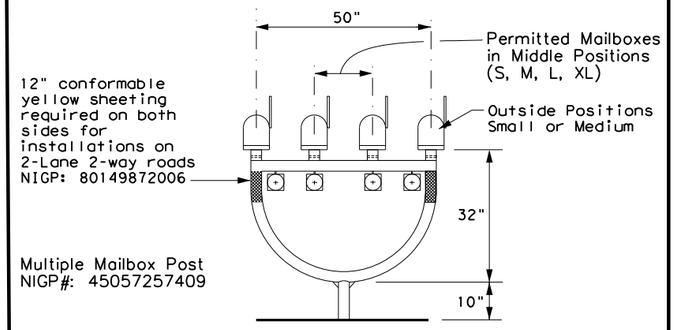
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FILE:

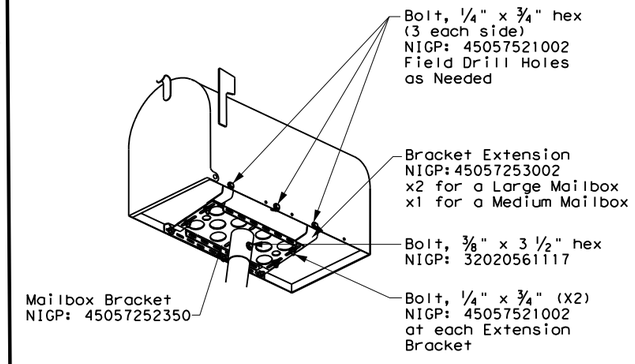
TYPE 1 - MULTIPLE





TYPE 4 - MULTIPLE





MAILBOX SIZES

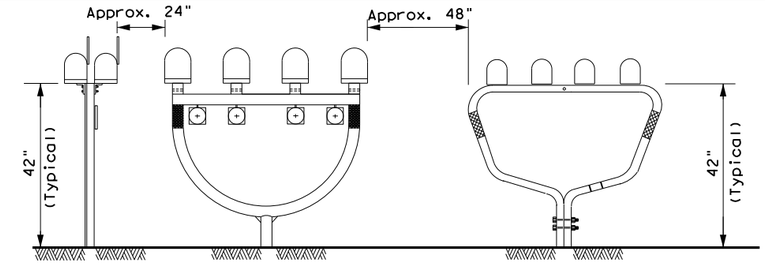
MAILBOX SIZE	TYPICAL DIMENSIONS			MAX **
	LENGTH	WIDTH	HEIGHT	WEIGHT
SMALL	19 1/2"	6"	7"	6 LBS
MEDIUM	22 1/2" *	8" *	11 1/2" *	8 LBS
LARGE	23 1/2"	11 1/2"	13 1/2"	11 LBS
EXTRA LARGE	18"	14"	12"	13 LBS
LOCKABLE	18"	11 1/2"	15"	23 LBS

* See Note 1.
** Excluding Molded Plastic on 4 X 4 Post

GENERAL NOTES:

1. Dimensions shown (length, width, and height) are typical, not maximums. However, anytime a medium size mailbox is mounted on a single/double mount or on the outside position on a multi mount, the dimensions shown are maximums.
2. Mailboxes shall be made of light weight sheet metal or light weight plastic. Heavy steel, cast iron or decorative mailboxes shall not be used on the state highway system.

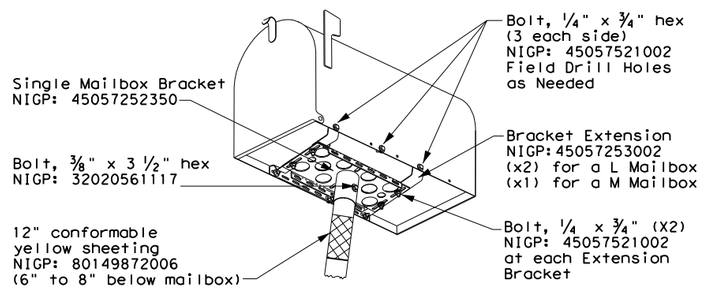
TYPICAL INSTALLATION MEASUREMENTS

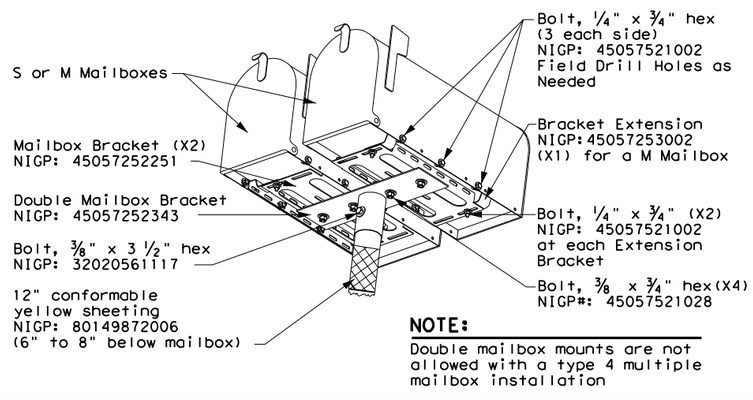


NOTE:

Mailbox installations in sidewalk areas shall be in accordance with the latest TxDOT Design Standard sheets PED-Pedestrian Facilities Curb Ramps.

TYPE 2 and 4 - SINGLE/DOUBLE

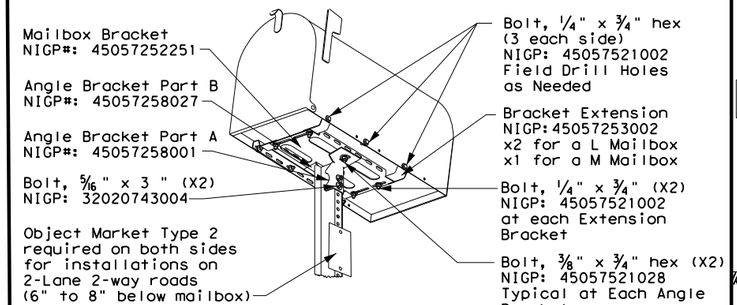


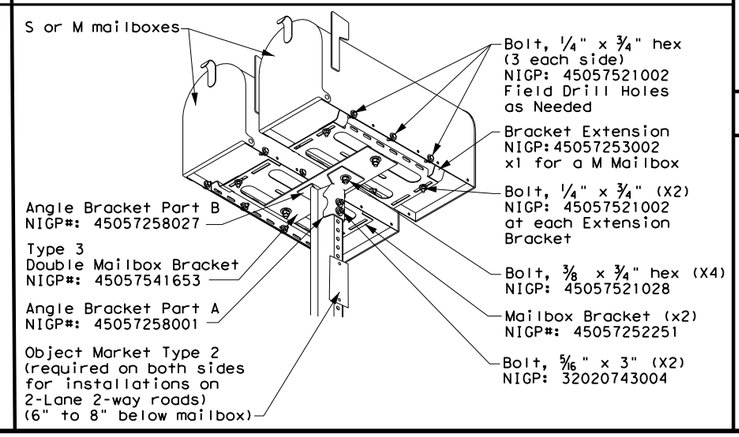


NOTE:

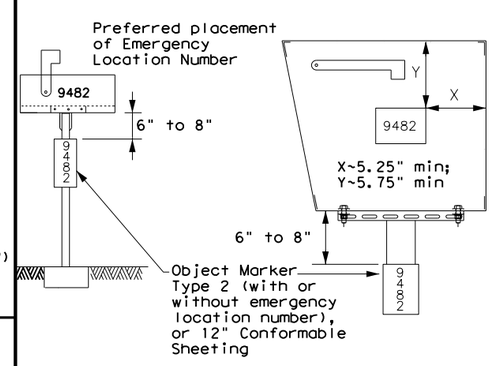
Double mailbox mounts are not allowed with a type 4 multiple mailbox installation

TYPE 3 - SINGLE/DOUBLE





PLACEMENT OF EMERGENCY LOCATION NUMBER

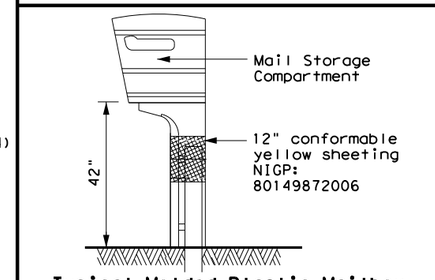


NOTES:

1. Location numbers are provided by homeowner. Minimum size 1" height.
2. Location number is typically placed on the mailbox in a contrasting color.
3. Black numbers may be placed on the Type 2 object marker if the numbers cannot be placed on the mailbox.
4. Alternatively, a green or blue plate with white numbers attached may be mounted below the object marker. Other contrasting color configuration, as approved, may be used.
5. See 3 of 4 for Foundation details.
6. See 4 of 4 for Hardware details.

SHEET 1 OF 4

TYPE 5



Typical Molded Plastic Mailbox

Texas Department of Transportation

Maintenance Division Standard

MAILBOX MOUNTING AND ASSEMBLY

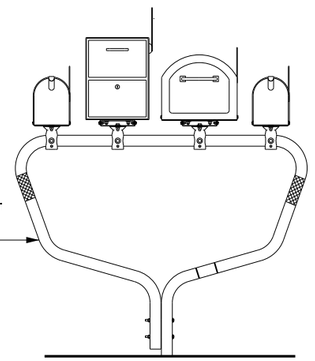
MB(1)-21

FILE: MB-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT March 2004	CONT	SECT	JOB	HIGHWAY
REVISIONS 2/2005 11/2009 4/2015 6/2005 1/2011 11/2006 7/2014	DIST	COUNTY		SHEET NO.

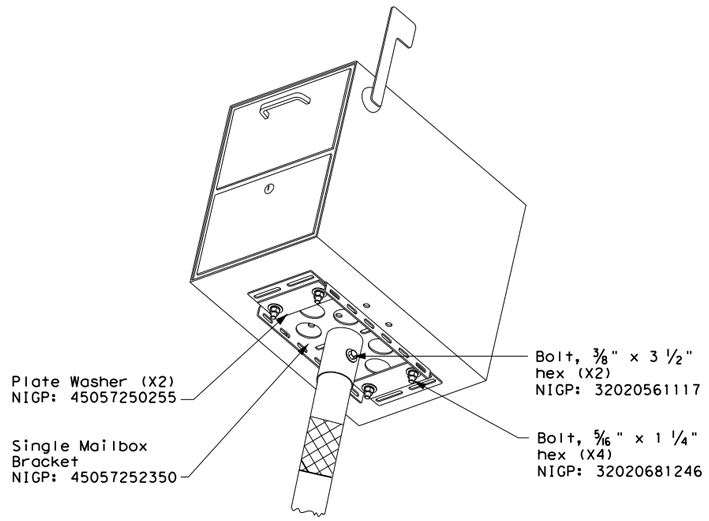
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DATE:
FILE:

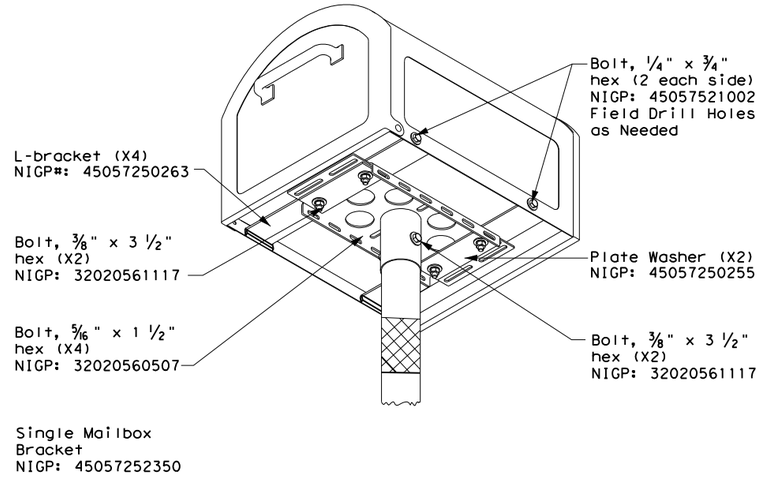
TYPE 1- MULTI LOCKABLE AND XL MAILBOX



TYPE 2/4 - SINGLE LOCKABLE MAILBOX

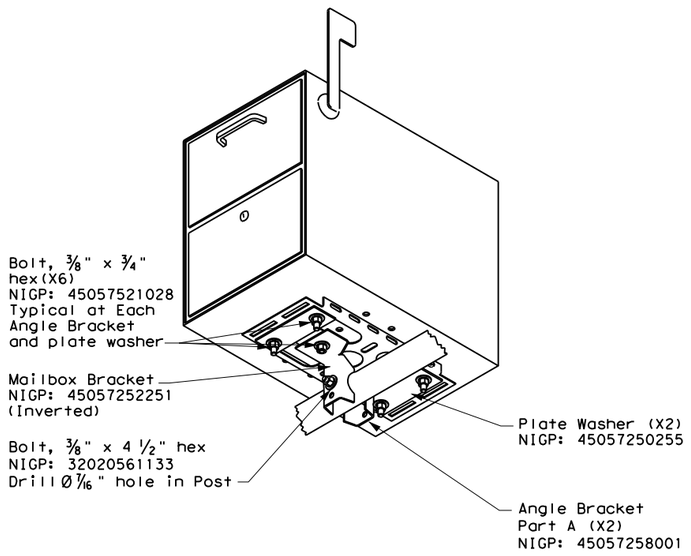


TYPE 2/4 - SINGLE XL MAILBOX

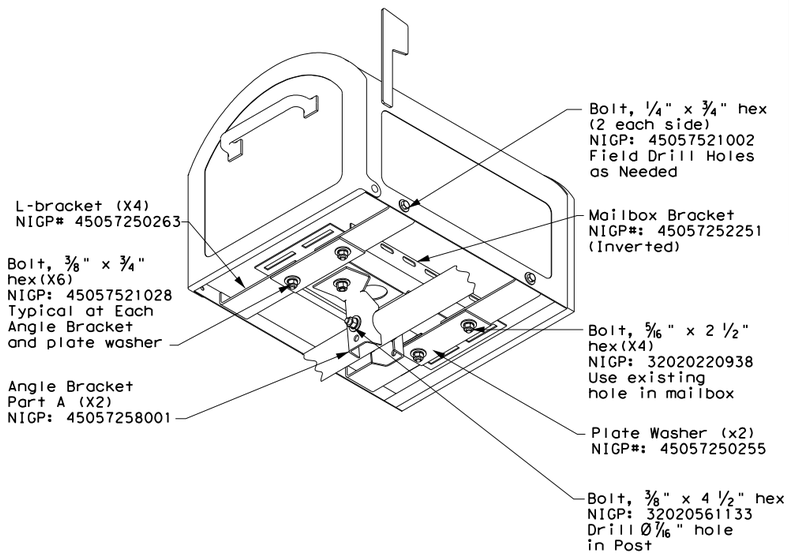


NOTE:
Follow same configuration when mounting an XL mailbox on a Type 4 multi post.

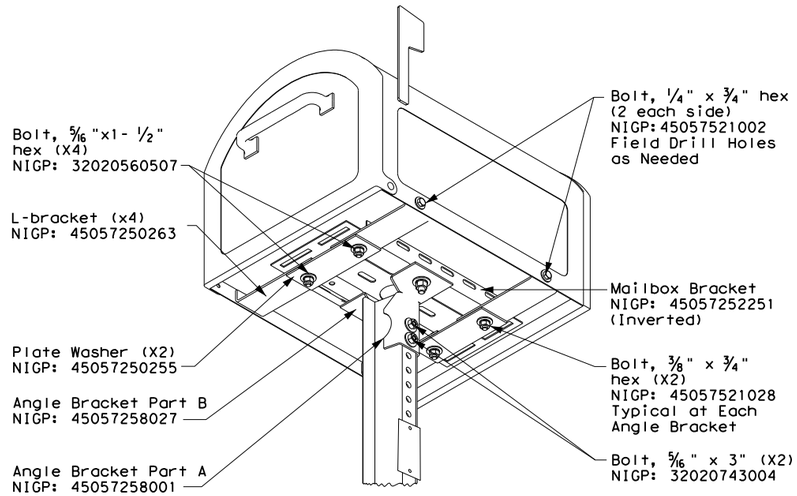
TYPE 1 MULTI – LOCKABLE ARCHITECTURAL (LA)



TYPE 1 MULTI – XL MAILBOX



TYPE 3 - XL MAILBOX MOUNTING



Texas Department of Transportation

Maintenance Division Standard

XL AND LOCKABLE ARCHITECTURAL MAILBOX ASSEMBLY

MB(2)-21

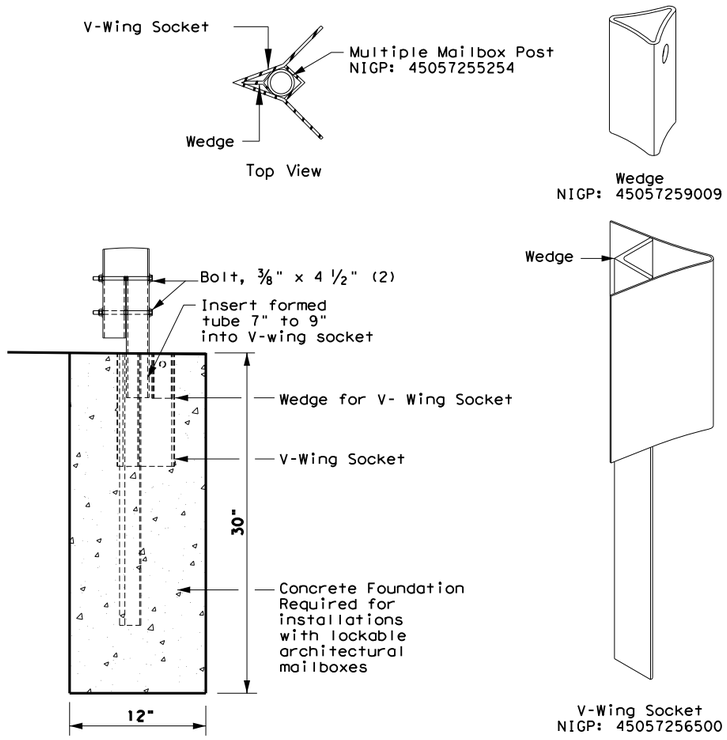
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© TxDOT March 2004		CONT	SECT	JOB		HIGHWAY	
REVISIONS							
2/2005	11/2009 4/2015	DIST	COUNTY			SHEET NO.	
6/2005	1/2011						
11/2006	7/2014						

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DATE:
FILE:

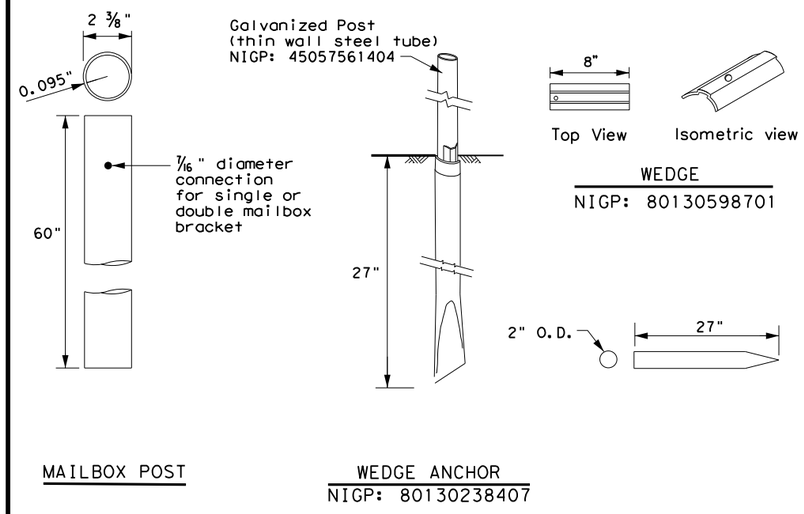
TYPE 1 - SUPPORT/FOUNDATION

Thin Wall Tube w/ V-LOC Anchorage



TYPE 2 - SUPPORT/FOUNDATION

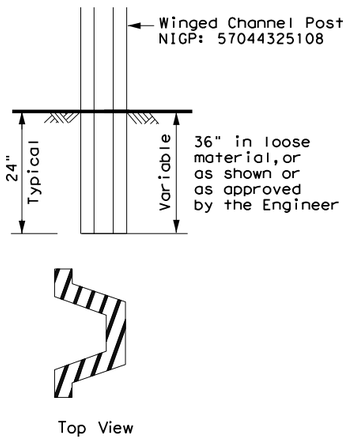
Thin Wall Steel Tube w/Wedge Anchor System



MAILBOX POST

WEDGE ANCHOR
NIGP: 80130238407

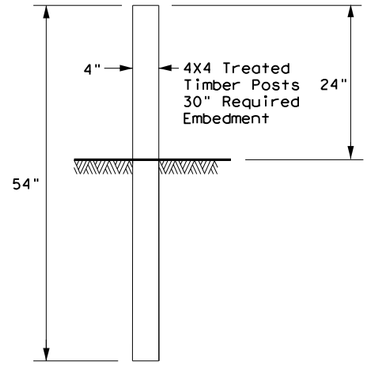
TYPE 3 - SUPPORT/FOUNDATION



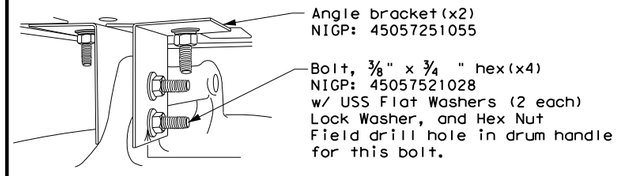
NOTES:

1. Attach Object Marker(OM) facing direction of traffic.
2. OM will also be required on opposite side if installed on a 2-Lane, 2-Way roadway.

TYPE 5 - SUPPORT/FOUNDATION



TYPE 6 - TEMPORARY MAILBOX SUPPORT



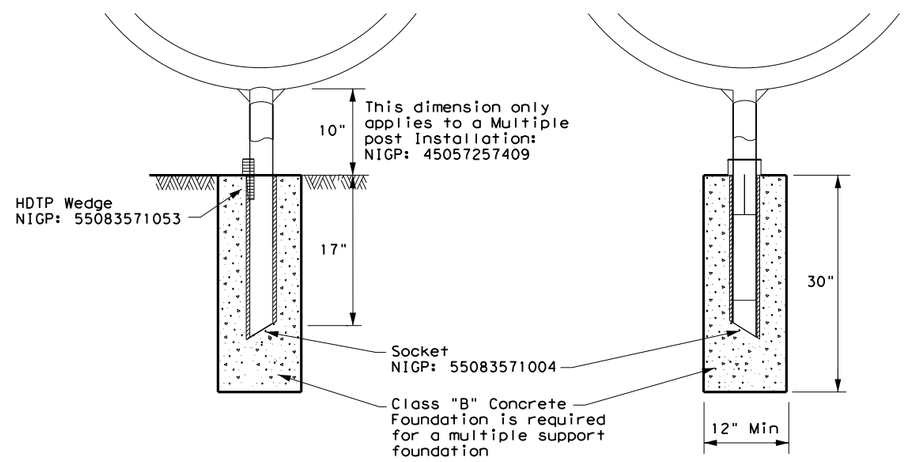
Plastic Drum NIGP: 55093383655
Rubber Collar NIGP: 55093387102

NOTES:

1. Place on approved plastic drum as shown in the Compliant Work Zone Traffic Control Devices (CWZTCD).
2. Existing attachment hardware shall be used unless damaged. Damaged hardware shall be replaced.

TYPE 4 - SUPPORT/FOUNDATION

Whitecoated steel post NIGP: 45057561107
Multiple post NIGP: 45057257409
Recycled Rubber post (RR) NIGP: 45057561057



GENERAL NOTES:

1. Erect post plumb or vertical.
2. When galvanized part is required galvanize in accordance with Item 445.
3. Use a concrete footing as shown or when directed. Concrete footing will be required when soils do not hold the support/foundations in a stable condition, only on Type 1, Type 2, and Type 4

SHEET 3 OF 4

Texas Department of Transportation

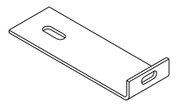
Maintenance Division Standard

MAILBOX SUPPORT AND FOUNDATION

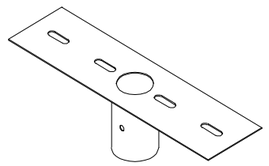
MB(3)-21

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© TxDOT March 2004	CONT	SECT	JOB	HIGHWAY
REVISIONS 2/2005 11/2009 4/2015 6/2005 1/2011 11/2006 7/2014	DIST	COUNTY		SHEET NO.

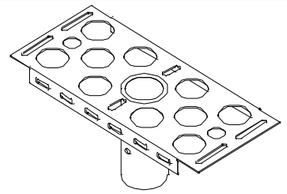
TYPE	TYPE 1	TYPE 2	TYPE 3	TYPE 4			TYPE 5	TYPE 6
Configuration	Multiple	Single or Double	Single or Double	Single	Double	Multiple	Single	Single
Mailbox Size NIGP #	Outside Position: S or M Inside Position: S, M, L, XL, or LA	Single: S, M, L, XL, or LA Double: SS, SM, MM	Single: S, M, L, or XL Double: SS, SM, MM	S, M, L, XL, or LA	SS, SM, or MM	Outside Position: S or M Inside Position: S, M, L, or XL	Molded Plastic	S, or M
Mailbox Post NIGP #	45057255254 (Galvanized Multiple)	45057561404 (Thin Walled Gavanize)	57044325108 (Wing Channel Post)	45057561107 (Thin walled white powder coated) 45057561057 (Recycled Rubber Post: S or M only)	45057561107 (Thin Walled White Powder Coated)	45057257409 (White Powder Coated Multiple)	4x4 Timber	Construction Barrel
Post and Mailbox Hardware NIGP #	45057259009 (Wedge) 45057256500 (V-Wing Socket) 45057253002 (Bracket Extension) 45057252251 (Mailbox Bracket) 45057258001 (Part A Angle Bracket x2) 45057250255 (Plate Washer for XL/LA x2) 45057250263 (L-Bracket for XL x4)	80130598701 (Wedge) 80130238407 (Wedge Anchor) 45057253002 (Bracket Extension) 45057252343 (Double MB Bracket) 45057252350 (S. Mailbox Bracket) 45057252251 (Mailbox Bracket) 45057250255 (Plate Washer for XL/LA x2) 45057250263 (L-Bracket forXL x4)	45057541653 (Type 3 Double Mailbox Bracket) 45057252251 (Mailbox Bracket) 45057253002 (Bracket Extension) 45057258001 (Part A Angle Bracket) 45057258027 (Part B Angle Bracket) 45057250255 (Plate Washer for XL x2) 45057250263 (L-Bracket for XL x4)	55083571053 (Wedge) 55083571004 (Socket) 45057252350 (Single Mailbox Bracket) 45057253002 (Bracket Extension) 45057250255 (Plate Washer for XL/LA x2) 45057250263 (L-Bracket for XL x4)	55083571053 (Wedge) 55083571004 (Socket) 45057253002 (Bracket Extension) 45057252343 (Double Mount Bracket) 45057252251 (Mailbox Bracket x2)	55083571053 (Wedge) 55083571004 (Socket) 45057253002 (Bracket Extension) 45057252350 (Single Mount Bracket) 45057250255 (Plate Washer for XL x2) 45057250263 (L-Bracket for XL x4)	None	45057251055 Angle Bracket (x2)
Foundation Used	Class B Concrete (Required for LA Mailboxes)	Class B Concrete (Required for LA Mailboxes)	None	Class B Concrete (not used with recycled rubber post, required for LA Mailboxes)	Class B Concrete (not required)	Class B Concrete	None	None



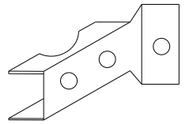
NIGP: 45057250263
L-Bracket x4 for
XL sized mailboxes



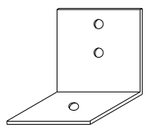
NIGP: 45057252343
Double Mailbox Bracket
For Type 2 and Type 4
double mount



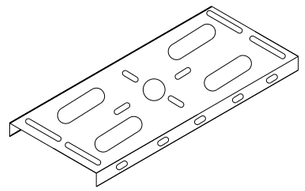
NIGP: 45057252350
Single Mailbox Bracket
For Type 2 single and for
Type 4 single and multi mount



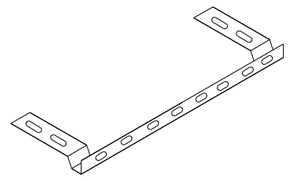
NIGP: 45057258001
Part "A" Angle Bracket
For Type 1 multi (2 per mailbox)
and Type 3 single and double



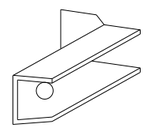
NIGP: 45057251055
Type 6 Angle Bracket
(2 per mailbox)



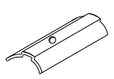
NIGP: 45057252251
Mailbox Bracket
For Type 1 multi and
any double mount (use 2)



NIGP: 45057253002
Bracket Extension
Use 1 for a medium Mailbox
Use 2 for a Large Mailbox



NIGP: 45057258027
Part "B" Angle Bracket
For Type 3 single
and double



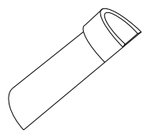
NIGP: 80130598701
Wedge for Type 2



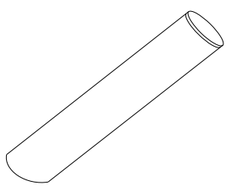
NIGP: 45057250255
Plate Washer for Architecural
and XL Mailboxes



NIGP: 45057541653
Type 3 double mailbox bracket



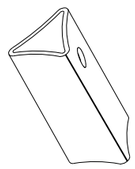
NIGP: 55083571053
Type 4 Mailbox Wedge



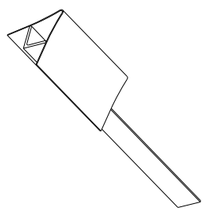
NIGP: 55083571004
Type 4 Mailbox Socket



NIGP: 80130238407
Type 2 Wedge Anchor



NIGP: 45057259009
Wedge for Type 1 V-wing Socket



NIGP: 45057256500
V-wing Socket for
Type 1 Foundation

NIGP #	OBJECT MARKERS AND CONFORMABLE SHEETING
55008311759	Type 2 OM 4"x4" (3 Needed) for Type 3 Wing Channel Post
55008312906	Type 2 OM 6"x12" (1 needed) for Type 3 Wing Channel Post
80149872006	12" Conformable Reflective Yellow Sheeting for Flexible Posts

NOTES:

1. Type 2 object marker in accordance with Traffic Engineering Standard Delineators & Object Markers.
2. A light weight receptacle for newspaper delivery can be attached to mailbox posts if the receptacle does not touch the mailbox, present a hazard to traffic or delivery of the mail, extend beyond the front of the mailbox, or display advertising, except the publication title.

BID CODES FOR CONTRACTS

MB-(X) ASSM TY (XXX) (X)

Type of Mailbox
- S = Single
- D = Double
- M = Multiple
- MP = Molded Plastic

Type of Post
- WC = Winged Channel Post
- RR = Recycled Rubber
- TWW = Thin Walled White Tubing
- TWG = Thin Walled Galvanized Tubing
- TIM = Timber

Type of Foundation
- Ty 1 = V-Loc
- Ty 2 = Wedge Anchor Steel System
- Ty 3 = Winged Channel post
- Ty 4 = Wedge Anchor Plastic System
- Ty 5 = 4 X 4 Post

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SHEET 4 OF 4

Texas Department of Transportation

Maintenance Division Standard

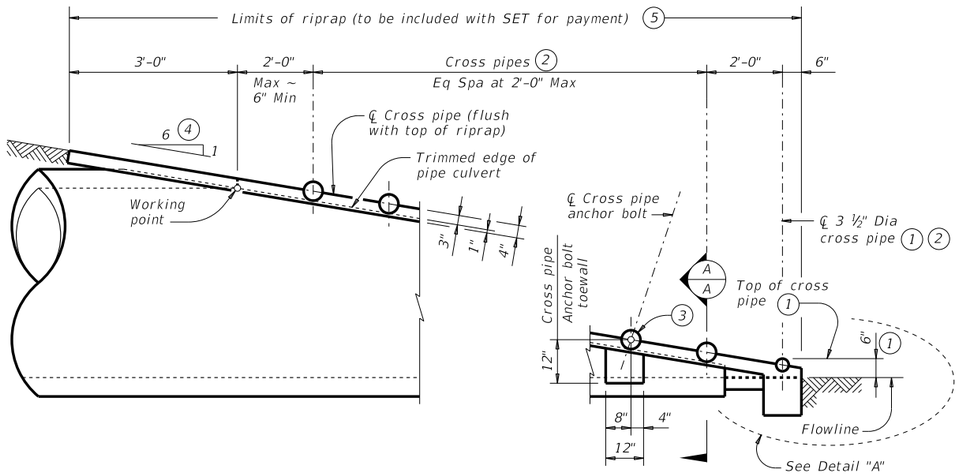
NIGP PARTS LIST AND COMPATIBILITY

MB(4)-21

FILE: MB-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT March 2004	CONT	SECT	JOB	HIGHWAY
REVISIONS 2/2005 11/2009 4/2015 6/2005 1/2011 11/2006 7/2014	DIST	COUNTY		SHEET NO.

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DATE:
FILE:



SIDE ELEVATION OF CAST-IN-PLACE CONCRETE

(Showing reinforced concrete pipe (RCP) culvert. Details of corrugated metal pipe (CMP) culvert are similar. pipe runners not shown for clarity.)

CROSS PIPE LENGTHS AND REQUIRED PIPE SIZES (2)

Corrugated Metal Pipe (CMP) Culverts

Design	Conc Riprap (CY) (6)	Pipe Culvert Span	Pipe Culvert Rise	Pipe Culvert Spa ~ G	Single Barrel ~ Q1	Multi-Barrel ~ Q1	Q2	Conditions for Use of Cross Pipes	Cross Pipe Sizes
1	0.6	17"	13"	1' – 0"	N/A	2' – 8"	2' – 5"	3 or more pipe culverts	3" Std (3.500" O.D.)
2	0.7	21"	15"	1' – 2"	N/A	3' – 1"	2' – 11"		
3	0.9	28"	20"	1' – 5"	N/A	3' – 9"	3' – 9"	3 or more pipe culverts	3 ½" Std (4.000" O.D.)
4	1.0	35"	24"	1' – 8"	4' – 4"	4' – 6"	4' – 7"	All pipe culverts	4" Std (4.500" O.D.)
5	1.2	42"	29"	1' – 11"	4' – 11"	5' – 2"	5' – 5"		
6	1.4	49"	33"	2' – 2"	5' – 6"	5' – 11"	6' – 3"	All pipe culverts	5" Std (5.563" O.D.)
7	1.6	57"	38"	2' – 5"	6' – 2"	6' – 8"	7' – 2"		
8	1.8	64"	43"	2' – 10"	6' – 9"	7' – 6"	8' – 2"		
9	1.9	71"	47"	3' – 2"	7' – 4"	8' – 3"	9' – 1"		

Reinforced Concrete Pipe (RCP) Culverts

Design	Conc Riprap (CY) (6)	Pipe Culvert Span	Pipe Culvert Rise	Pipe Culvert Spa ~ G	Single Barrel ~ Q1	Multi-Barrel ~ Q1	Q2	Conditions for Use of Cross Pipes	Cross Pipe Sizes
1	0.6	22"	13 ½"	1' – 0"	N/A	3' – 1"	2' – 10"	3 or more pipe culverts	3" Std (3.500" O.D.)
2	0.7	26"	15 ½"	1' – 2"	N/A	3' – 6"	3' – 4"		
3	0.9	28 ½"	18"	1' – 5"	N/A	3' – 10"	3' – 9 ½"	3 or more pipe culverts	3 ½" Std (4.000" O.D.)
4	1.0	36 ¼"	22 ½"	1' – 8"	4' – 5"	4' – 7"	4' – 8 ¼"	All pipe culverts	4" Std (4.500" O.D.)
5	1.2	43 ¾"	26 ⅝"	1' – 11"	5' – 1"	5' – 4"	5' – 6 ¾"		
6	1.4	51 ½"	31 ⅝"	2' – 2"	5' – 8"	6' – 1"	6' – 5 ¼"	All pipe culverts	5" Std (5.563" O.D.)
7	1.6	58 ½"	36"	2' – 5"	6' – 4"	6' – 10"	7' – 3 ½"		
8	1.8	65"	40"	2' – 10"	6' – 10"	7' – 7"	8' – 3"		
9	1.9	73"	45"	3' – 2"	7' – 6"	8' – 5"	9' – 3"		

(1) *The proper installation of the first cross pipe is critical for vehicle safety. Place the top of the first cross pipe no more than 6" above the flow line.*

(2) *Provide cross pipes, except the first bottom pipe, of the size shown in the table. Provide a 3 1#2" standard pipe (4" O.D.) for the first bottom pipe.*

(3) *Install the third Cross Pipe from the bottom of the culvert using a bolted connection. Ensure that riprap concrete does not flow into the cross pipe so as to permit disassembly of the bolted connection to allow cleanout access. At the Contractor's option, install all other cross pipes using the bolted connection details.*

(4) *Match cross slope as shown elsewhere in the plans. Cross slope of 6:1 or flatter is required for vehicle safety.*

(5) *Riprap placed beyond the limits shown will be paid as concrete riprap in accordance with Item 432, "Riprap".*

(6) *Quantities shown are for one end of one pipe culvert. For multiple Pipe Culverts, quantities will need to be adjusted. Riprap quantities are for Contractor's information only.*

MATERIAL NOTES:

Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.

Provide cross pipes that meet the requirements of ASTM A53 (Type E or S, Gr B), ASTM A500 Gr B, or API 5LX52.

Provide ASTM A307 bolts and nuts.

Galvanize all steel components, except concrete reinforcing, after fabrication. Repair galvanizing damaged during transport or construction in accordance with the specifications.

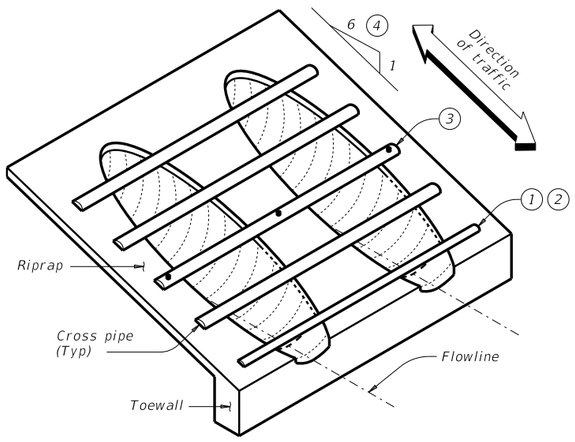
GENERAL NOTES:

Pipe runners are designed for a traversing load of 10,000 pounds at yield as recommended by Research Report 280-2F, "Safety Treatment of Roadside Parallel-Drainage Structures", Texas Transportation Institute, March 1981.

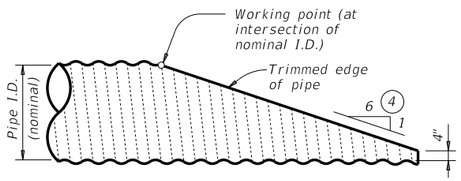
Safety end treatments (SET) shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the Pipe Runners.

Construct concrete riprap and all necessary inverts in accordance with the requirements of Item 432, "Riprap".

Payment for riprap and toewall is included in the price bid for each safety end treatment.



ISOMETRIC VIEW OF TYPICAL INSTALLATION



NOTE: All cross pipes, calculations, and dimensions are based on the pipe culverts mitered as shown in this detail. Alternate styles of mitered ends will require that appropriate adjustments be made to the values presented on this standard.

SIDE ELEVATION OF TYPICAL PIPE CULVERT MITER

(Showing corrugated metal pipe (CMP) culvert. Details at reinforced concrete cipe (RCP) culvert are similar.)

SHEET 1 OF 2

Texas Department of Transportation

Bridge Division Standard

SAFETY END TREATMENT

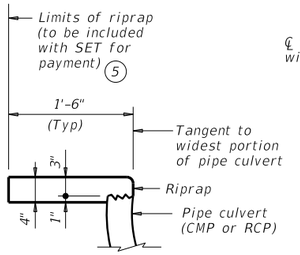
FOR DESIGN 1 TO 9
ARCH PIPE CULVERTS
TYPE II ~ PARALLEL DRAINAGE

SETP-PD-A

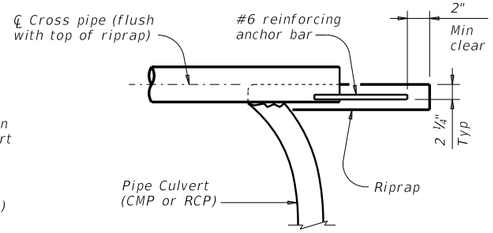
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©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

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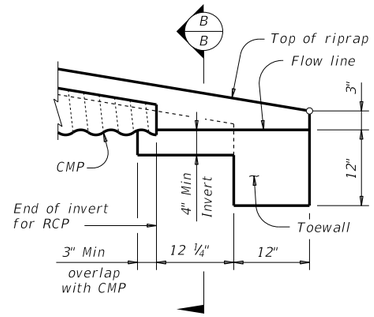
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SHOWING TYPICAL PIPE CULVERT AND RIPRAP

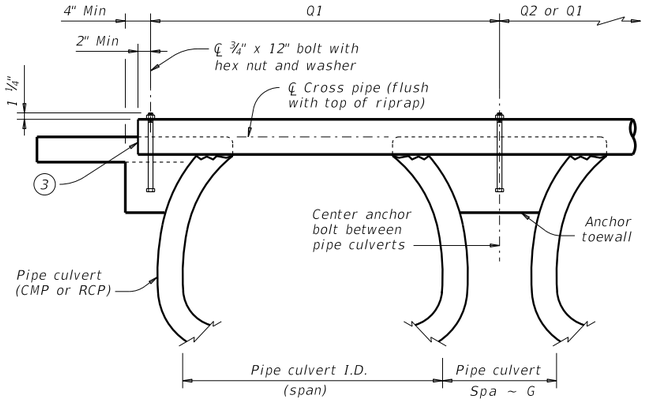


SHOWING CROSS PIPE WITH ANCHOR BAR



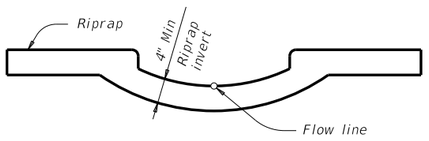
DETAIL "A"

(Showing invert with corrugated metal pipe (CMP) culvert. Reinforced concrete pipe (RCP) culvert details are similar. Cross pipes not shown for clarity.)



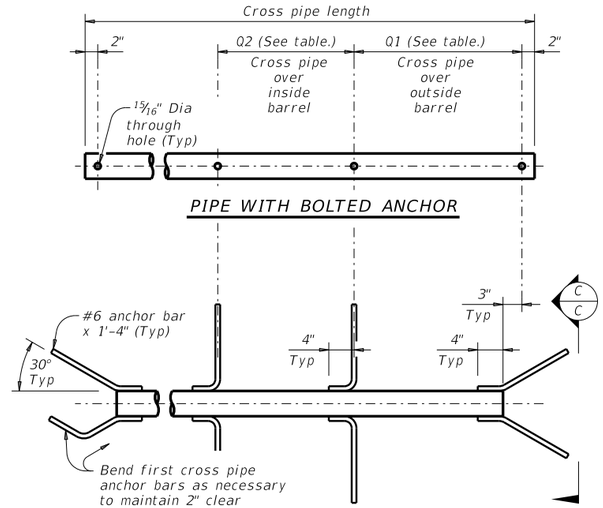
SHOWING CROSS PIPE WITH BOLTED ANCHOR

SECTION A-A

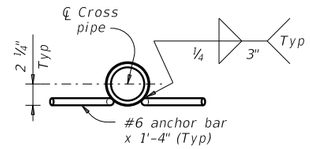


SECTION B-B

(Cross pipes not shown for clarity.)



PIPE WITH ANCHOR BARS



SECTION C-C

CROSS PIPE DETAILS

SHEET 2 OF 2

Texas Department of Transportation

Bridge Division Standard

SAFETY END TREATMENT

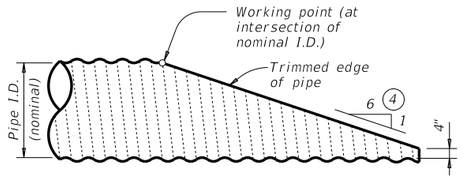
FOR DESIGN 1 TO 9
ARCH PIPE CULVERTS
TYPE II ~ PARALLEL DRAINAGE

SETP-PD-A

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	DIST	COUNTY		SHEET NO.

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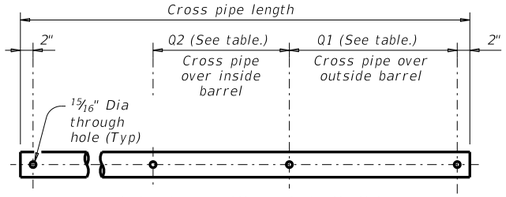
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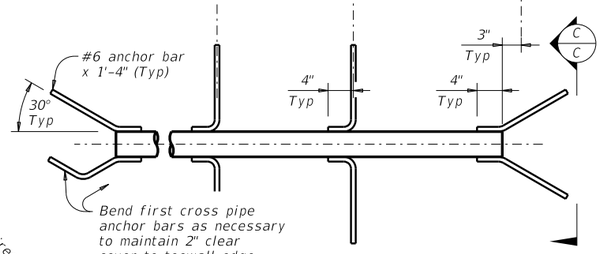
NOTE: All cross pipes, calculations, and dimensions are based on the pipe culverts mitered as shown in this detail. Alternate styles of mitered ends will require that appropriate adjustments be made to the values presented on this standard.

SIDE ELEVATION OF TYPICAL PIPE CULVERT MITER

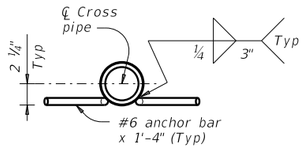
(Showing corrugated metal pipe (CMP) culvert Details at reinforced concrete pipe (RCP) culvert are similar.)



PIPE WITH BOLTED ANCHOR

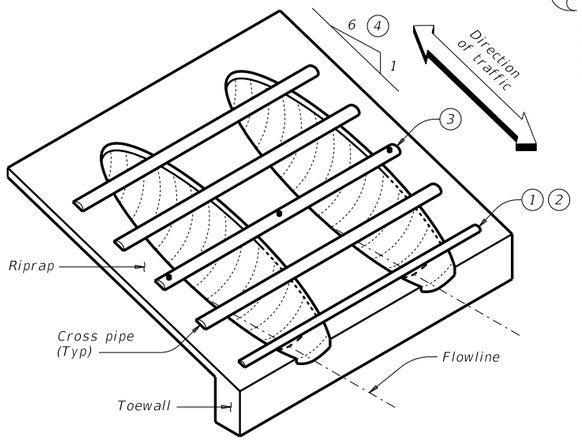


PIPE WITH ANCHOR BARS

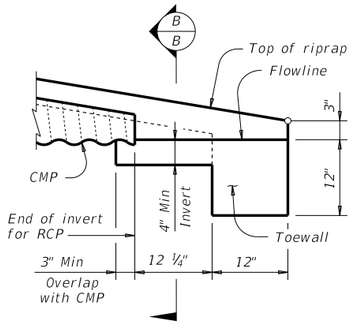


SECTION C-C

CROSS PIPE DETAILS

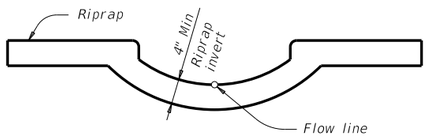


ISOMETRIC VIEW OF TYPICAL INSTALLATION



DETAIL "A"

(Showing invert with corrugated metal pipe (CMP) culvert. Reinforced concrete pipe (RCP) culvert details are similar. Cross pipes not shown for clarity.)



SECTION B-B

(Cross pipes not shown for clarity.)

CROSS PIPE LENGTHS, REQUIRED PIPE SIZES, AND RIPRAP QUANTITIES (2)

Nominal Culvert I.D.	Conc Riprap (CY) (6)	Pipe Culvert Spa ~ G	Single Barrel ~ Q1	Multi-Barrel ~ Q1	Q2	Conditions for Use of Cross Pipes	Cross Pipe Sizes
12"	0.6	0' - 9"	N/A	2' - 1"	1' - 9"	3 or more pipe culverts	3" Std (3.500" O.D.)
15"	0.7	0' - 11"	N/A	2' - 5"	2' - 2"		
18"	0.8	1' - 2"	N/A	2' - 10"	2' - 8"		
21"	0.9	1' - 4"	N/A	3' - 2"	3' - 1"		
24"	0.9	1' - 7"	N/A	3' - 6"	3' - 7"		
27"	1.0	1' - 8"	N/A	3' - 10"	3' - 11"	3 or more pipe culverts	3 ½" Std (4.000" O.D.)
30"	1.1	1' - 10"	N/A	4' - 2"	4' - 4"	2 or more pipe culverts	
33"	1.2	1' - 11"	4' - 2"	4' - 5"	4' - 8"	All pipe culverts	
36"	1.3	2' - 1"	4' - 5"	4' - 9"	5' - 1"	All pipe culverts	4" Std (4.500" O.D.)
42"	1.5	2' - 4"	4' - 11"	5' - 5"	5' - 10"		
48"	1.7	2' - 7"	5' - 5"	6' - 0"	6' - 7"	All pipe culverts	5" Std (5.563" O.D.)
54"	2.0	3' - 0"	5' - 11"	6' - 9"	7' - 6"		
60"	2.2	3' - 3"	6' - 5"	7' - 4"	8' - 3"		
66"	2.4	3' - 3"	6' - 11"	7' - 10"	8' - 9"		
72"	2.7	3' - 4"	7' - 5"	8' - 5"	9' - 4"		

(1) The proper installation of the first cross pipe is critical for vehicle safety. Place the top of the first cross pipe no more than 6" above the flow line.

(2) Provide cross pipes, except the first bottom pipe, of the size shown in the table. Provide a 3 1#2" standard pipe (4" O.D.) for the first bottom pipe.

(3) Install the third cross pipe from the bottom of the culvert using a bolted connection. Ensure that riprap concrete does not flow into the cross pipe so as to permit disassembly of the bolted connection to allow cleanout access. At the Contractor's option, install all other cross pipes using the bolted connection details.

(4) Match cross slope as shown elsewhere in the plans. Cross slope of 6:1 or flatter is required for vehicle safety.

(5) Riprap placed beyond the limits shown will be paid for as concrete riprap in accordance with Item 432, "Riprap".

(6) Quantities shown are for one end of one reinforced concrete pipe (RCP) culvert. For multiple pipe culverts or for corrugated metal pipe (CMP) culverts, quantities will need to be adjusted. Riprap quantities are for contractor's information only.

MATERIAL NOTES:

Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.

Provide cross pipes that meet the requirements of ASTM A53 (Type E or S, Gr B), ASTM A500 (Gr B), or API 5LX52.

Provide ASTM A307 bolts and nuts.

Galvanize all steel components, except concrete reinforcing, after fabrication. Repair galvanizing damaged during transport or construction in accordance with the specifications.

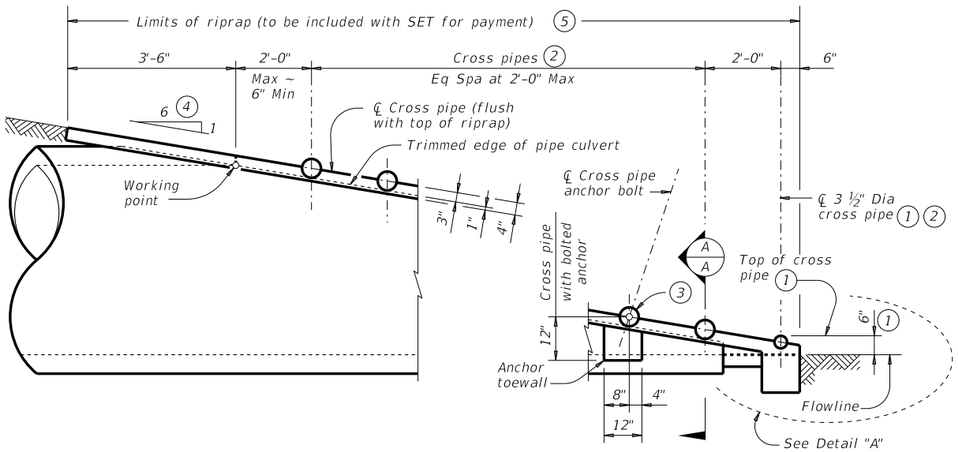
GENERAL NOTES:

Cross pipes are designed for a traversing load of 10,000 pounds at yield as recommended by Research Report 280-2F, "Safety Treatment of Roadside Parallel-Drainage Structures", Texas Transportation Institute, March 1981.

Safety end treatments (SET) shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the cross pipes.

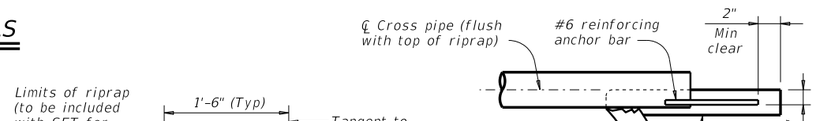
Construct concrete riprap and all necessary inverts in accordance with the requirements of Item 432, "Riprap".

Payment for riprap and toewall is included in the Price Bid for each Safety End Treatment.

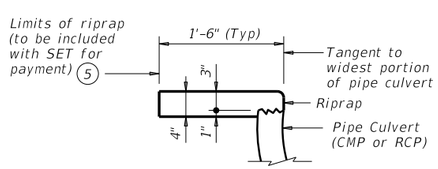


SIDE ELEVATION OF CAST-IN-PLACE CONCRETE

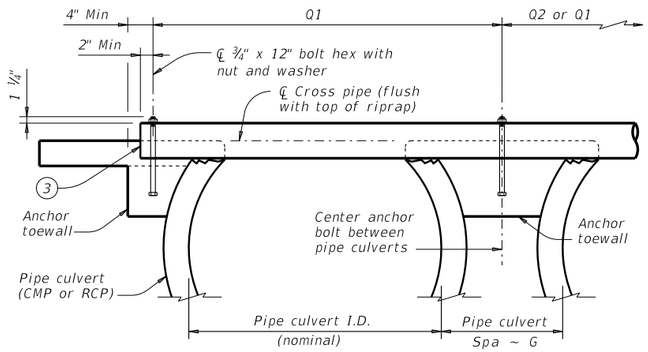
(Showing reinforced concrete pipe (RCP) culvert. Details at corrugated metal pipe (CMP) culvert are similar.)



SHOWING CROSS PIPE WITH ANCHOR BAR



SHOWING TYPICAL PIPE CULVERT AND RIPRAP



SHOWING CROSS PIPE WITH BOLTED ANCHOR

SECTION A-A

Texas Department of Transportation

Bridge Division Standard

SAFETY END TREATMENT

FOR 12" DIA TO 72" DIA
PIPE CULVERTS
TYPE II ~ PARALLEL DRAINAGE

SETP-PD

FILE: setppdse-20.dgn	DN: GAF	CK: CAT	DW: JRP	CK: GAF
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY		SHEET NO.

Commissioners Court - Regular Session **57.**

Meeting Date: 12/07/2021

Two additional Freightliners from Freightliner of Austin for Road and Bridge Department

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 the purchase of one (1) 2023 Freightliner 4x4 Chassis Truck with M2-106 binding flink spreader body in the amount of $150,941.00 and one (1) 2023 Freightliner M2-112 Tractor w/DD13 engine in the amount of $109,559.00 for the total amount of $260,500.00 from Freightliner of Austin, as per TIPS Contract #200-206.

Background

Approval of this additional purchase will benefit the Williamson County Road and Bridge Department. Quote is attached that outlines vehicles specifications and warranty. The Fleet Services Department and Budget Department have reviewed this purchase. These are two additional Freightliners which are not replacing old ones. Department contact: Shea Webb, Funding Source: 01.0200.0210.005700 and approved in the FY22 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 10:03 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 10:05 AM
Form Started By: Andrew Portillo		Started On: 11/30/2021 12:42 PM
Final Approval Date: 12/02/2021		

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721
Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date:11-18-21

PURCHASING NAME		TELEPHONE	
Williamson County		512-943-3368	
ADDRESS	CITY	STATE	ZIP CODE
3151 SE Inner Loop	Georgetown	Tx	78626

YEAR	MAKE	MODEL/BODY		VIN	LICENSE PLATE
2023	Freightliner	M2-106	4x4	Order	

MILEAGE:

TIPS Contract 200 206

2023 Freightliner M2-106 4x4 chassis	69,413.00
Chassis options w/30% Disc	38,509.00
to include 0x 10ft dump body with Hydraulics	21,698.00
and Flink Spreader Body	24,355.00
Extended engine warranty 5yr/200K	4,500.00
5Yr Trans, 1yr Towing	
Total Each	$158,475.00
FOA Chassis discount	7,534.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller , *Freightliner of Austin* , hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the contract of sale. "

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

PAYOFF TO:
ADDRESS:

GOOD UNTIL:
QUOTED BY:
SHOW LEIN TO:
ADDRESS:

DATED: LIEN AMOUNT $
DRAFT FOR $
DRAFT THRU:
ADDRESS:

Body Type:
License Wt.:
State Insp.:
License:
Title:
Transfer:

TOTAL	150,941.00
Trade Allowance	
Trading Difference	
Sales Tax	
Vehicle Inventory Tax	
License Fee	
Documentary Fee	
Federal Excise Tax	
TOTAL SALE PRICE	
Payoff on Trade	
Ext. Service Agreement	
Less Deposit	
Total Balance Due	150,941.00

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 11-18-21

Williamson County			TELEPHONE 512-943-3368
ADDRESS 3151 SE Inner Loop	CITY Georgetown	STATE Tx	ZIP CODE 78626

YEAR	MAKE	MODEL/BODY		VIN	LICENSE PLATE
2023	Freightliner	M2-112	Trac	order	

MILEAGE:

TIPS Contract 200 206

2023 Freightliner M2-112 Trac	90,564.00
to include DD13 engine, 13spd manual trans	
disc brakes, diff locks	
Options w/30% Discount	16,940.00
Extended engine 5/200 and trans 5/200	3,500.00
Total	110,904.00
FOA Discount	$1,345.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller , *Freightliner of Austin* , hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the contract of sale. "

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

PAYOFF TO:
ADDRESS:

GOOD UNTIL:
QUOTED BY:
SHOW LEIN TO:
ADDRESS:

DATED: LIEN AMOUNT $
DRAFT FOR $
DRAFT THRU:
ADDRESS:

Body Type:
License Wt.:
State Insp.:
License:
Title:
Transfer:

TOTAL	109,559.00
Trade Allowance	
Trading Difference	
Sales Tax	
Vehicle Inventory Tax	
License Fee	
Documentary Fee	
Federal Excise Tax	
TOTAL SALE PRICE	
Payoff on Trade	
Ext. Service Agreement	
Less Deposit	
Total Balance Due	109,559.00

Commissioners Court - Regular Session **58.**

Meeting Date: 12/07/2021

Awarding IFB #22IFB30 Tree Limb Chipping Services to RHB Construction, Inc.

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 awarding IFB #22IFB30 Tree Limb Chipping Services to the lowest responsive bidder RHB Construction, Inc.

Background

The Purchasing Department solicited bids for IFB #22IFB30 Tree Limb Chipping Services. 270 suppliers were invited to bid of which nine (9) suppliers viewed the bid documents and one (1) supplier responded. Staff is recommending award to RHB Construction, Inc. in an amount not to exceed $176,000.00. The Road and Bridge Department point of contact is James Williams. Funds are budgeted in the FY 22 funding source 01.0200.0210.003541.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Tab

Award Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/02/2021 10:02 AM
County Judge Exec Asst.	Becky Pruitt	12/02/2021 10:03 AM
Form Started By: Andrew Portillo		Started On: 11/30/2021 01:02 PM
Final Approval Date: 12/02/2021		

22IFB30 Tree Limb Chipping Services

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Mobilization	1	EA	10000
2	Cost per crew (as defined in the General Notes and Technical Specs)	750 HRS	Hour	249.5

WILLIAMSON COUNTY
1848

November 22, 2021

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #22IFB30 – Tree Limb Chipping Services

After reviewing all the pertinent information, we have concluded that RHB Construction, Inc. submitted the overall lowest and best offer for the 22IFB30 bid, Tree Limb Chipping Services. I recommend to the Williamson County Commissioners Court that they award RHB Construction, Inc. the vendor for IFB #22IFB30 – Tree Limb Chipping Services.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.
County Engineer
Williamson County, TX

Commissioners Court - Regular Session **59.**

Meeting Date: 12/07/2021

T4320 CR 401,402,404 CO #1 (Mailboxes)

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. 1 in the amount of $7,471.00 for Project T4320 CR 401, 402, 404 (Texas Materials), a Road Bond project in Commissioner Pct. 4 P:390 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for installing new mailbox stands for property owners along the project and extends an existing 18” Corrugated Metal Pipe (CMP) that was located along the edge of the roadway.

The overlay raised the elevation of the final pavement surface 4 inches. Due to the new elevation of the roadway, the existing mailbox stands no longer met minimum height standards. The existing mailboxes were replaced with new ones at the correct height from the new pavement.

This Change Order also compensates the Contractor for extending an existing CMP drainage pipe that stopped right at the edge of the existing pavement edge. The CMP was extended to alleviate the existing drop-off condition at the intersection of CR 403 and CR 401. The extension also improved the turning radius at the intersection.

This Change Order results in a net increase of $7,471.00 to the Contract amount, for an adjusted Contract total of $930,180.84. The original Contract amount was $922,709.84. As a result of this and all Change Orders to-date, the Contract has been increased by $7,471.00, resulting in an 0.8% net increase in the Contract cost. No additional days will be added to the Contract, as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T4320-CR401-404-CO#1(Mailboxes)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 09:21 AM
Form Started By: Mayra Ramos		Started On: 11/29/2021 01:59 PM

Final Approval Date: 12/02/2021

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Texas Materials**

2. Change Order Work Limits: Sta. **100+94** to Sta. **183+58**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3F, 3L** (3 Max. - In order of importance - Primary first)

Project:	***T4320***
Roadway:	**CR 401, 402, 404**
CSJ Number:	

5. Describe the work being revised:

3F. County Convenience. Additional work desired by the County. 3L. Revising safety work/measures desired by the County. This Change Order compensates the Contractor for installing new mailbox stands for property owners along the project and extends an existing 18" Corrugated Metal Pipe (CMP) that was very short located along the edge of the roadway.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered: **MB (1)-21 thru MB (4)-21**

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 11/29/2021

By _____

Typed/Printed Name Hedieh Yazdani

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: **$7,471.00**

RECOMMENDED FOR EXECUTION:

_____ 11/29/21
Project Manager Date

N/A
Design Engineer Date

_____ 11/29/2021
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: *1* ***Project #*** *T4320*

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
560-6001	MAILBOX INSTALL-S (TWG-POST) TY I	EA	$195.00	0.00	$0.00	10.00	10.00	$1,950.00	$1,950.00
560-6002	MAILBOX INSTALL-D (TWG-POST) TY I	EA	$240.00	0.00	$0.00	3.00	3.00	$720.00	$720.00
999-WC01	MAILBOX REMOVAL	EA	$50.00	0.00	$0.00	13.00	13.00	$650.00	$650.00
999-WC02	PRIME 5% SUB MARK-UP ON MAILBOX ITEMS	LS	$166.00	0.00	$0.00	1.00	1.00	$166.00	$166.00
999-WC03	EXTEND EXT. 18IN CMP	LS	$3,985.00	0.00	$0.00	1.00	1.00	$3,985.00	$3,985.00
TOTALS					$0.00			$7,471.00	$7,471.00

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

CR 401, 402, 404 Overlay
Williamson County Project No. T4320

Change Order No. 1

Reason for Change

This Change Order compensates the Contractor for installing new mailbox stands for property owners along the project and extends an existing 18" Corrugated Metal Pipe (CMP) that was located along the edge of the roadway.

The overlay raised the elevation of the final pavement surface 4 inches. Due to the new elevation of the roadway, the existing mailbox stands no longer met minimum height standards. The existing mailboxes were replaced with new ones at the correct height from the new pavement.

This Change Order also compensates the Contractor for extending an existing CMP drainage pipe that stopped right at the edge of the existing pavement edge. The CMP was extended to alleviate the existing drop-off condition at the intersection of CR 403 and CR 401. The extension also improved the turning radius at the intersection.

Following is a summary of the new items required for this Change Order:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
560-6001	MAILBOX INSTALL – S (TWG-POST) TY I	10	EA	$195.00	$1950.00
560-6002	MAILBOX INSTALL – D (TWG-POST) TY I	3	EA	$240.00	$720.00
999-WC01	MAILBOX REMOVAL	13	EA	$50.00	$650.00
999-WC02	PRIME 5% SUB MARK-UP ON MAILBOX ITEMS	1	LS	$166.00	$166.00
999-WC03	EXTEND EXISTING 18IN CMP	1	LS	$3985.00	$3985.00

This Change Order results in a net increase of $7,471.00 to the Contract amount, for an adjusted Contract total of $930,180.84. The original Contract amount was $922,709.84. As a result of this and all Change Orders to-date, the Contract has been increased by $7,471.00, resulting in an 0.8% net increase in the Contract cost. No additional days will be added to the Contract, as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

ESSI
ENVIRONMENTAL SAFETY SERVICES INC.

Environmental Safety Services, Inc.
14101 US 290 W #2000-B
Austin, TX 78737

Phone: 512-989-2259
Fax: 512-372-9375

**** CERTIFIED DBE / MBE / HUB / HABE / SBE CONTRACTOR ****

COA/TXDOT MBE/DBE #: VS0000012711, SCTRCA SBE/MBE/HABE #: 215049005, Texas HUB #: 1260203041800

Bid Date: **October 29, 2021** **Proposal #:** **1021-1908 C.O.**

Project: **County Road Paving of CR 401, CR 402 and CR 404**

For: **Williamson County**

Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work at the above referenced project per plans and specifications.

ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE
1	Remove Single Mailboxes	EA	10.00	$50.00	$500.00
2	Remove Double Mailboxes	EA	3.00	$50.00	$150.00
3	Install Single Mailboxes on New TWG Posts	EA	10.00	$195.00	$1,950.00
4	Install Double Mailboxes on New TWG Posts	EA	3.00	$240.00	$720.00
				TOTAL	**$3,320.00**
	Tx Materials			**Mark up: 5%**	**$166.00**
Notes:				**TOTAL:**	**$3,486.00**

All permits, lane closures and traffic control are excluded.
All layout is excluded.
General Contractor to provide access and staging area for ESSI materials & equipment.
All maintenance is excluded.
All clearing, topsoil, soil preparation (including disking!), herbicide, mowing, weeding and watering are excluded.
Mailbox prices are based on one/same move-in or a $500.00 mobilization applies.
All coring, grounding, solar, electrical, operators, controllers, gates, mow strip, privacy screen and water gaps for fence are excluded. A $850.00 minimum charge applies to all move-ins.
All shoring and mass excavation are excluded.
All dewatering is excluded.
No sales tax is included in above pricing. If exempt, please send an exemption certificate.
If bond is required, add 2.5% of contract amount and place in mobilization.
Pricing is good for thirty (30) days.
*****All bid prices are negotiable.*****

Respectfully submitted by Stacey Reinhart, Lead Project Manager/Estimator

Accepted by: _____ Date: _____

Oldcastle - Wheeler
FORCE ACCOUNT

DATE: 10/6/2021
PROJECT:
JOB NAME: CR401,402,404 Williamson County

DESCRIPTION OF WORK: Add 8' 24" CMP and 6:1 CMP SET at CR401 and CR403

LABOR EMPLOYEE NAME	CLASSIFICATION	RATE	HOURS REG	HOURS OT	TOTAL
Mendoza, Ivan	Operator	$ 22.50	~~6~~ 4	0	$ 90 ~~135.00~~
Mojica Mendoza, Ignacio	Laborer, Common	$ 15.38	~~6~~ 4	0	$ 61.52 ~~92.28~~
Navarro, Marcelo V	Laborer, Common	$ 15.38	~~6~~ 4	0	$ 61.52 ~~92.28~~
			0	0	$ -
			0	0	$ -
					$ 213.04 -
				TOTAL LABOR	**$ ~~319.56~~**

EQUIPMENT #	MAKE	DESCRIPTION	MODEL	RATE	HOURS	TOTAL
1.55124	Ford	2015 On-Highway Light Duty Pkup	F250	$ 27.48	~~6~~ 3	$ 82.44 ~~164.88~~
24.551233	John Deere	2019 Backhoe	310L	$ 42.07	~~5~~ 4	$ 168.28 ~~210.35~~
						$ 250.72 -
					TOTAL EQUIP.	**$ ~~375.23~~**

MATERIALS & SUPPIES	UNIT	QTY	PRICE	TOTAL
Use backfill material from project	CY	10	$ -	$ -
8' 24" CMP with 6:1 SET plus collars (Texas Corrugators)	LS	1	$ 1,162.40	$ 1,162.40
			TOTAL MAT/SUP	**$ 1,162.40**

SUB-CONTRACTOR	UNIT	QTY	PRICE	TOTAL
Equipment haul to and from project	EA	1	$ 400.00	$ 400.00
Traffic Control (Flagging)	SHIFT	1	$ 1,350.00	$ 1,350.00
~~Trucking Freight (Backfill material)~~	~~HR~~	~~6~~	~~$ 95.00~~	~~$ 570.00~~
			TOTAL SUB	**$ ~~2,320.00~~**
				$1,750.00

SUMMARY

Labor	$213.04
Labor Burden 55%	$117.17
Labor Compensation 25%	$53.26
Equipment	$250.72
Equipment Compensation 15%	$37.61
Materials & Supplies	$1,162.40
Materials & Supplies Compensation 25%	$290.60
Subcontracts	$1,750.00
Subcontract Compensation 5%	$87.50
Subtotal	$3,962.30
Bond 1%	$39.62
Total	$4,001.92

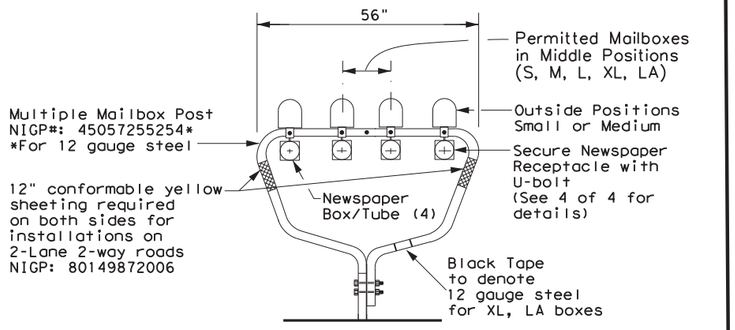
Agreed on lump sum price of $3,985.00.

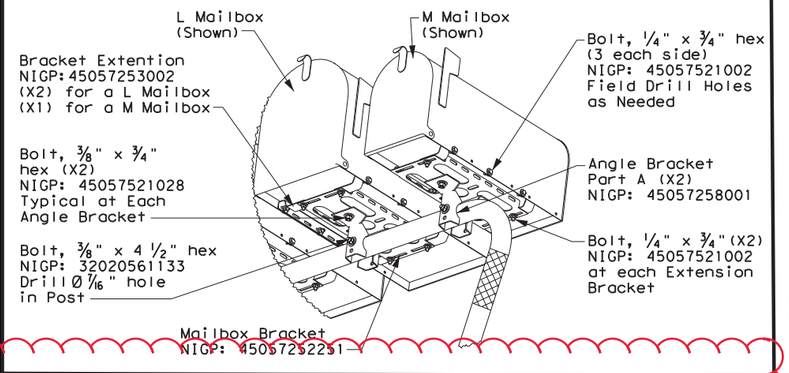
LABOR		=	$ 319.56
LABOR BURDEN	55%	=	$ 175.76
LABOR COMPENSATION	25%	=	$ 79.89
EQUIPMENT		=	$ 375.23
EQUIPMENT COMPENSATION	15%	=	$ 56.28
MATERIALS & SUPPLIES		=	$ 1,162.40
MATERIALS & SUPPLIES COMPENSATION	25%	=	$ 290.60
SUBCONTRACTS		=	$ 2,320.00
SUBCONTRACT COMPENSATION	5%	=	$ 116.00
SUBTOTAL		=	$ 4,895.72
BOND	1%	=	$ 48.96
TOTAL		=	$ 4,944.680

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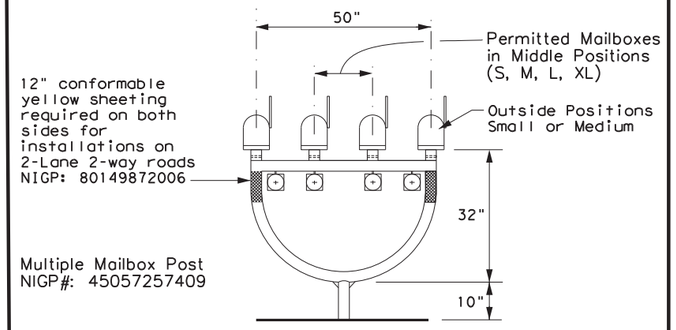
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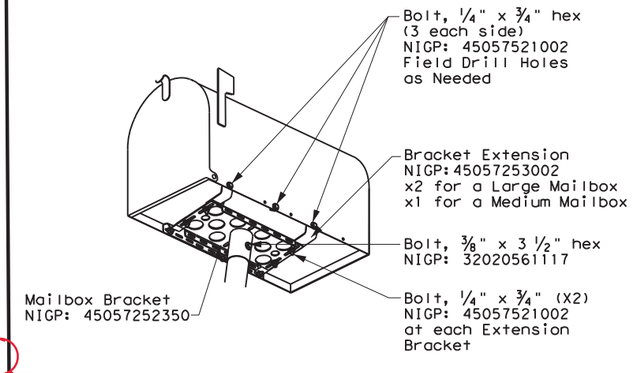
TYPE 1 - MULTIPLE





TYPE 4 - MULTIPLE





MAILBOX SIZES

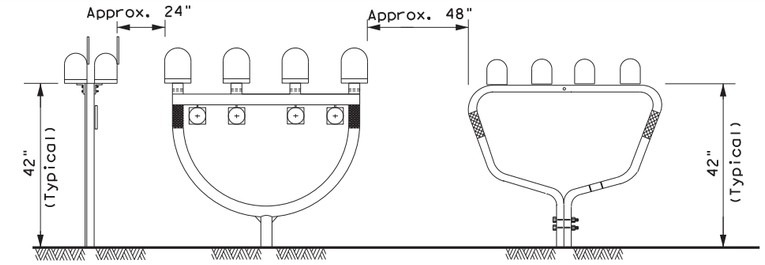
MAILBOX SIZE	TYPICAL DIMENSIONS			MAX **
	LENGTH	WIDTH	HEIGHT	WEIGHT
SMALL	19 1/2"	6"	7"	6 LBS
MEDIUM	22 1/2" *	8" *	11 1/2" *	8 LBS
LARGE	23 1/2"	11 1/2"	13 1/2"	11 LBS
EXTRA LARGE	18"	14"	12"	13 LBS
LOCKABLE	18"	11 1/2"	15"	23 LBS

* See Note 1.
** Excluding Molded Plastic on 4 X 4 Post

GENERAL NOTES:

1. Dimensions shown (length, width, and height) are typical, not maximums. However, anytime a medium size mailbox is mounted on a single/double mount or on the outside position on a multi mount, the dimensions shown are maximums.
2. Mailboxes shall be made of light weight sheet metal or light weight plastic. Heavy steel, cast iron or decorative mailboxes shall not be used on the state highway system.

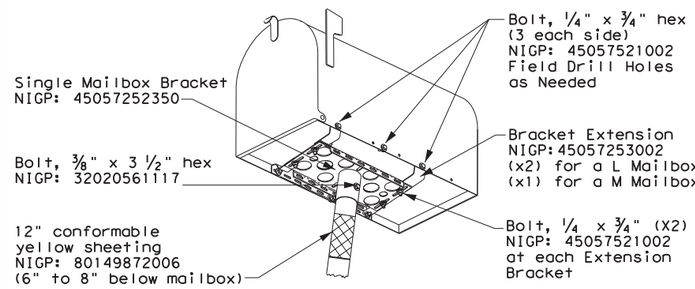
TYPICAL INSTALLATION MEASUREMENTS

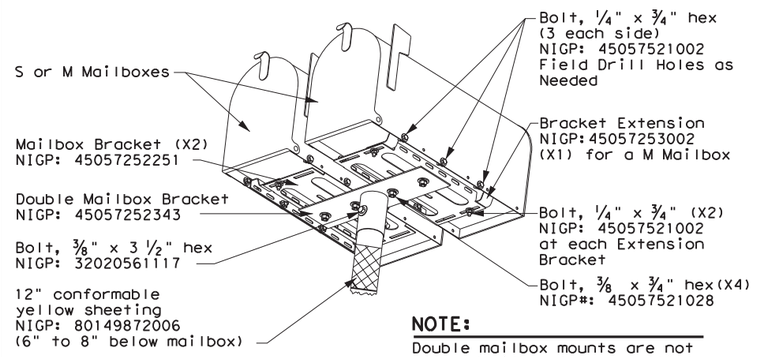


NOTE:

Mailbox installations in sidewalk areas shall be in accordance with the latest TxDOT Design Standard sheets PED-Pedestrian Facilities Curb Ramps.

TYPE 2 and 4 - SINGLE/DOUBLE

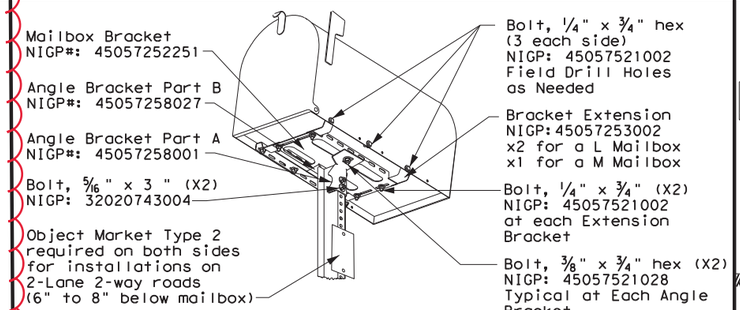


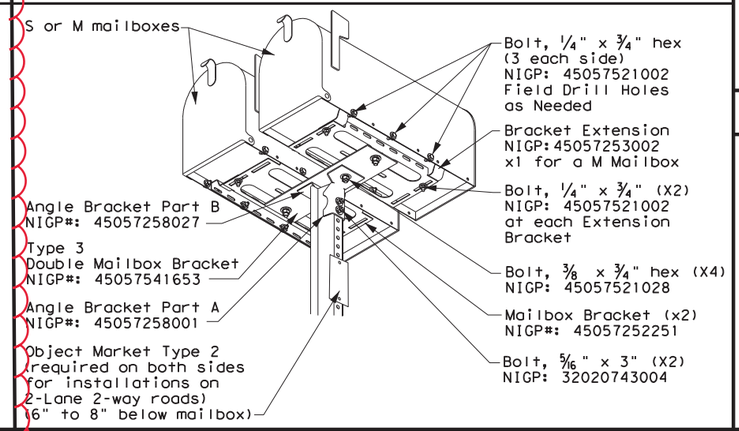


NOTE:

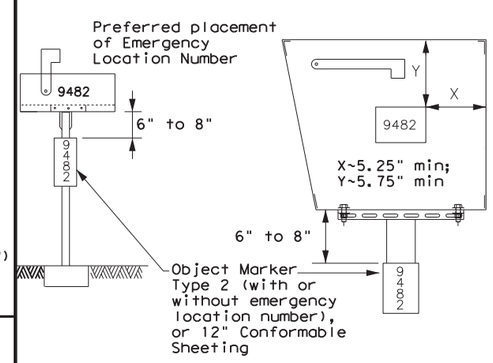
Double mailbox mounts are not allowed with a type 4 multiple mailbox installation

TYPE 3 - SINGLE/DOUBLE





PLACEMENT OF EMERGENCY LOCATION NUMBER

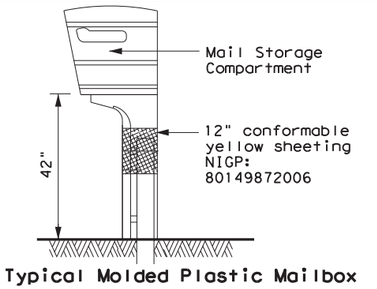


NOTES:

1. Location numbers are provided by homeowner. Minimum size 1" height.
2. Location number is typically placed on the mailbox in a contrasting color.
3. Black numbers may be placed on the Type 2 object marker if the numbers cannot be placed on the mailbox.
4. Alternatively, a green or blue plate with white numbers attached may be mounted below the object marker. Other contrasting color configuration, as approved, may be used.
5. See 3 of 4 for Foundation details.
6. See 4 of 4 for Hardware details.

SHEET 1 OF 4

TYPE 5



Typical Molded Plastic Mailbox

Texas Department of Transportation

Maintenance Division Standard

MAILBOX MOUNTING AND ASSEMBLY

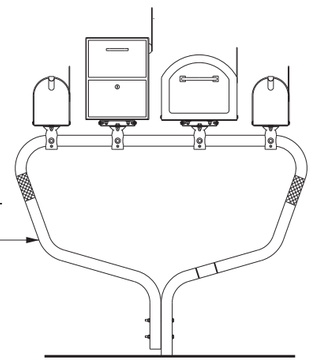
MB(1)-21

FILE: MB-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT March 2004	CONT	SECT	JOB	HIGHWAY
REVISIONS 2/2005 11/2009 4/2015 6/2005 1/2011 11/2006 7/2014	DIST	COUNTY		SHEET NO.

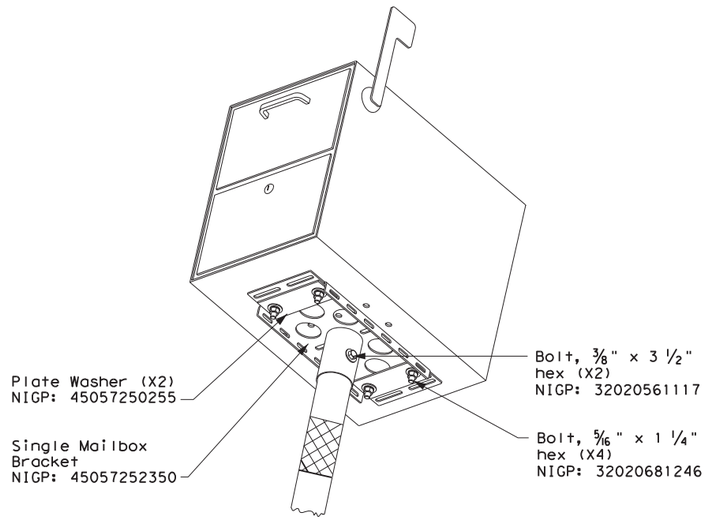
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FILE:

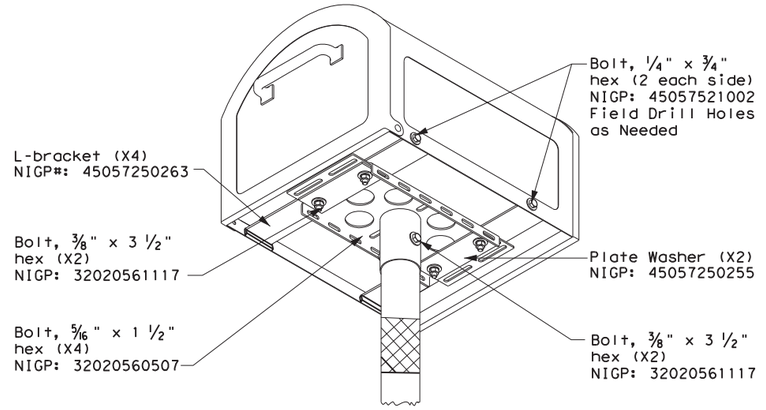
TYPE 1- MULTI LOCKABLE AND XL MAILBOX



TYPE 2/4 - SINGLE LOCKABLE MAILBOX

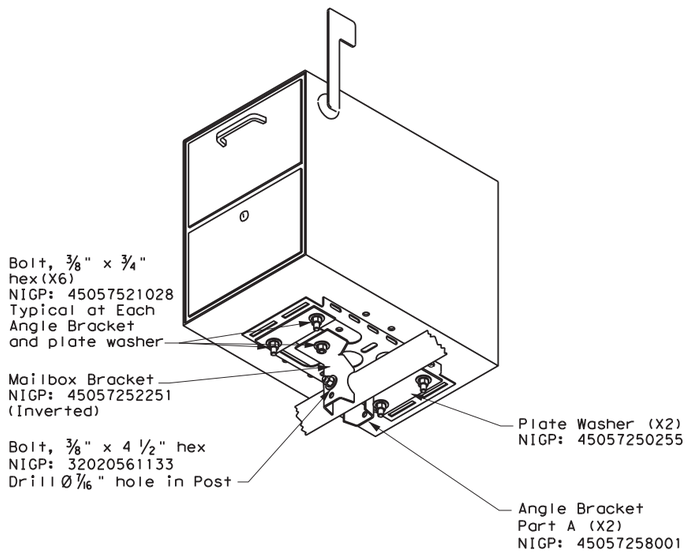


TYPE 2/4 - SINGLE XL MAILBOX

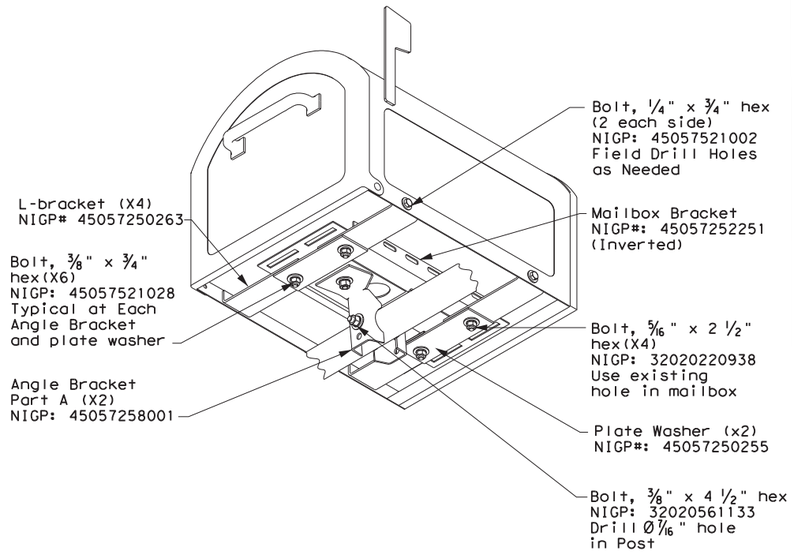


NOTE:
Follow same configuration when mounting an XL mailbox on a Type 4 multi post.

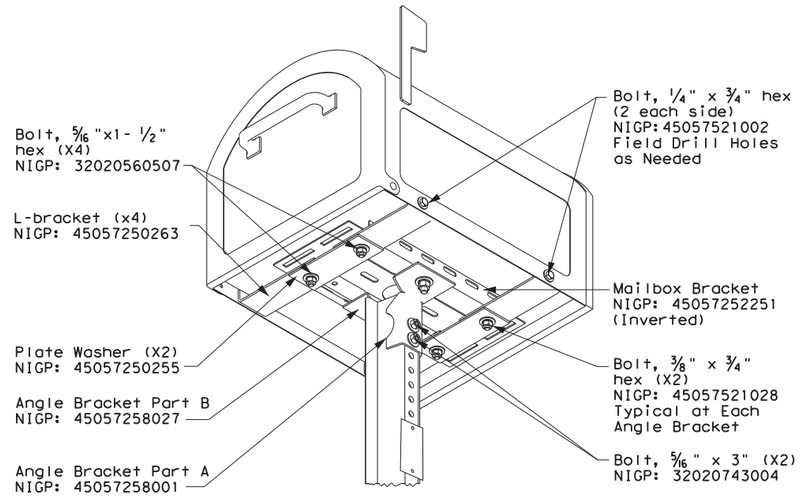
TYPE 1 MULTI – LOCKABLE ARCHITECTURAL (LA)



TYPE 1 MULTI – XL MAILBOX



TYPE 3 - XL MAILBOX MOUNTING



Texas Department of Transportation | Maintenance Division Standard

XL AND LOCKABLE ARCHITECTURAL MAILBOX ASSEMBLY

MB(2)-21

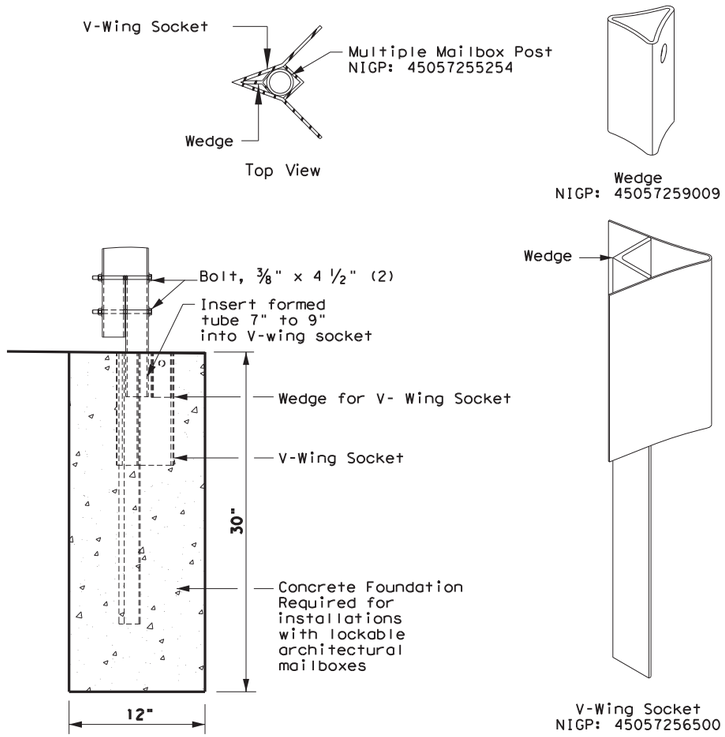
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© TxDOT March 2004	CONT	SECT	JOB	HIGHWAY
REVISIONS 2/2005 11/2009 4/2015 6/2005 1/2011 11/2006 7/2014	DIST	COUNTY		SHEET NO.

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FILE:

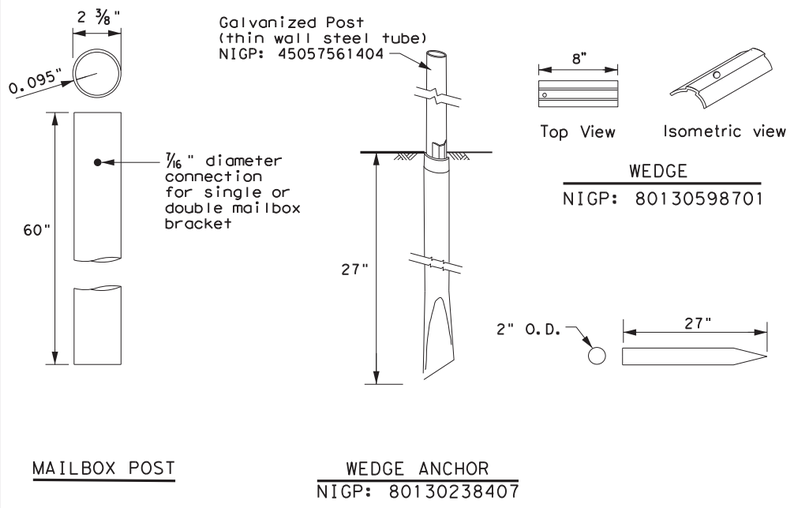
TYPE 1 - SUPPORT/FOUNDATION

Thin Wall Tube w/ V-LOC Anchorage



TYPE 2 - SUPPORT/FOUNDATION

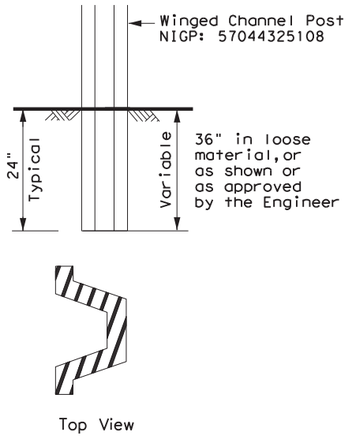
Thin Wall Steel Tube w/Wedge Anchor System



MAILBOX POST

WEDGE ANCHOR
NIGP: 80130238407

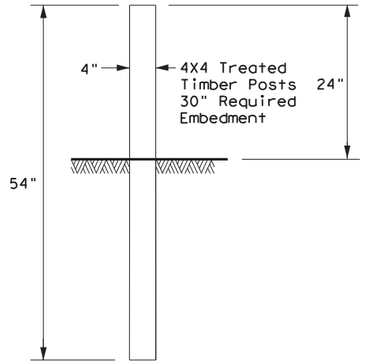
TYPE 3 - SUPPORT/FOUNDATION



NOTES:

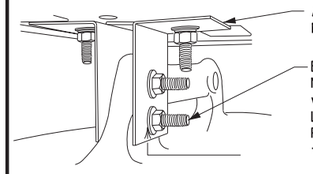
1. Attach Object Marker(OM) facing direction of traffic.
2. OM will also be required on opposite side if installed on a 2-Lane, 2-Way roadway.

TYPE 5 - SUPPORT/FOUNDATION



Molded Plastic Mailboxes shall be installed on 4"x4" treated timber posts only. The use of steel pipe or structural tubing in place of timber post is prohibited.

TYPE 6 - TEMPORARY MAILBOX SUPPORT



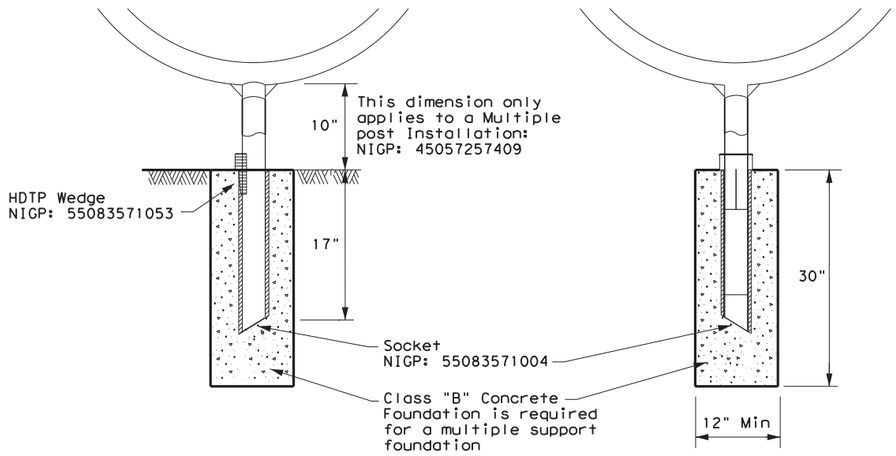
Plastic Drum NIGP: 55093383655
Rubber Collar NIGP: 55093387102

NOTES:

1. Place on approved plastic drum as shown in the Compliant Work Zone Traffic Control Devices (CWZTCD).
2. Existing attachment hardware shall be used unless damaged. Damaged hardware shall be replaced.

TYPE 4 - SUPPORT/FOUNDATION

Whitecoated steel post NIGP: 45057561107
Multiple post NIGP: 45057257409
Recycled Rubber post (RR) NIGP: 45057561057



GENERAL NOTES:

1. Erect post plumb or vertical.
2. When galvanized part is required galvanize in accordance with Item 445.
3. Use a concrete footing as shown or when directed. Concrete footing will be required when soils do not hold the support/foundations in a stable condition, only on Type 1, Type 2, and Type 4

Texas Department of Transportation | Maintenance Division Standard

MAILBOX SUPPORT AND FOUNDATION

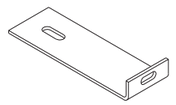
MB(3)-21

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© TxDOT March 2004	CONT	SECT	JOB	HIGHWAY
REVISIONS 2/2005 11/2009 4/2015 6/2005 1/2011 11/2006 7/2014	DIST	COUNTY		SHEET NO.

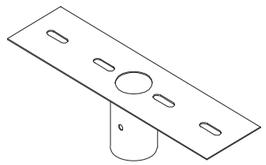
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DATE:
FILE:

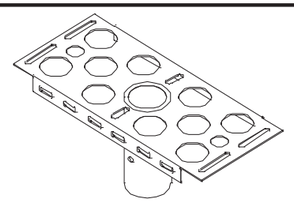
TYPE	TYPE 1	TYPE 2	TYPE 3	TYPE 4			TYPE 5	TYPE 6
Configuration	Multiple	Single or Double	Single or Double	Single	Double	Multiple	Single	Single
Mailbox Size NIGP #	Outside Position: S or M Inside Position: S, M, L, XL, or LA	Single: S, M, L, XL, or LA Double: SS, SM, MM	Single: S, M, L, or XL Double: SS, SM, MM	S, M, L, XL, or LA	SS, SM, or MM	Outside Position: S or M Inside Position: S, M, L, or XL	Molded Plastic	S, or M
Mailbox Post NIGP #	45057255254 (Galvanized Multiple)	45057561404 (Thin Walled Gavanize)	57044325108 (Wing Channel Post)	45057561107 (Thin walled white powder coated) 45057561057 (Recycled Rubber Post: S or M only)	45057561107 (Thin Walled White Powder Coated)	45057257409 (White Powder Coated Multiple)	4x4 Timber	Construction Barrel
Post and Mailbox Hardware NIGP #	45057259009 (Wedge) 45057256500 (V-Wing Socket) 45057253002 (Bracket Extension) 45057252251 (Mailbox Bracket) 45057258001 (Part A Angle Bracket x2) 45057250255 (Plate Washer for XL/LA x2) 45057250263 (L-Bracket for XL x4)	80130598701 (Wedge) 80130238407 (Wedge Anchor) 45057253002 (Bracket Extension) 45057252343 (Double MB Bracket) 45057252350 (S. Mailbox Bracket) 45057252251 (Mailbox Bracket) 45057250255 (Plate Washer for XL/LA x2) 45057250263 (L-Bracket forXL x4)	45057541653 (Type 3 Double Mailbox Bracket) 45057252251 (Mailbox Bracket) 45057253002 (Bracket Extension) 45057258001 (Part A Angle Bracket) 45057258027 (Part B Angle Bracket) 45057250255 (Plate Washer for XL x2) 45057250263 (L-Bracket for XL x4)	55083571053 (Wedge) 55083571004 (Socket) 45057252350 (Single Mailbox Bracket) 45057253002 (Bracket Extension) 45057250255 (Plate Washer for XL/LA x2) 45057250263 (L-Bracket for XL x4)	55083571053 (Wedge) 55083571004 (Socket) 45057253002 (Bracket Extension) 45057252343 (Double Mount Bracket) 45057252251 (Mailbox Bracket x2)	55083571053 (Wedge) 55083571004 (Socket) 45057253002 (Bracket Extension) 45057252350 (Single Mount Bracket) 45057250255 (Plate Washer for XL x2) 45057250263 (L-Bracket for XL x4)	None	45057251055 Angle Bracket (x2)
Foundation Used	Class B Concrete (Required for LA Mailboxes)	Class B Concrete (Required for LA Mailboxes)	None	Class B Concrete (not used with recycled rubber post, required for LA Mailboxes)	Class B Concrete (not required)	Class B Concrete	None	None



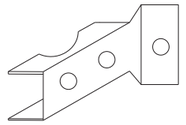
NIGP: 45057250263
L-Bracket x4 for
XL sized mailboxes



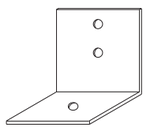
NIGP: 45057252343
Double Mailbox Bracket
For Type 2 and Type 4
double mount



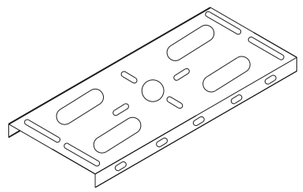
NIGP: 45057252350
Single Mailbox Bracket
For Type 2 single and for
Type 4 single and multi mount



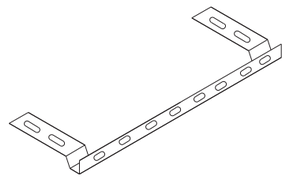
NIGP: 45057258001
Part "A" Angle Bracket
For Type 1 multi (2 per mailbox)
and Type 3 single and double



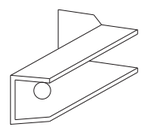
NIGP: 45057251055
Type 6 Angle Bracket
(2 per mailbox)



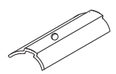
NIGP: 45057252251
Mailbox Bracket
For Type 1 multi and
any double mount (use 2)



NIGP: 45057253002
Bracket Extension
Use 1 for a medium Mailbox
Use 2 for a Large Mailbox



NIGP: 45057258027
Part "B" Angle Bracket
For Type 3 single
and double



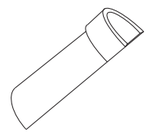
NIGP: 80130598701
Wedge for Type 2



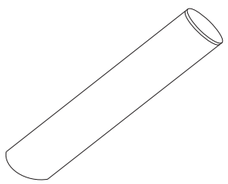
NIGP: 45057250255
Plate Washer for Architecural
and XL Mailboxes



NIGP: 45057541653
Type 3 double mailbox bracket



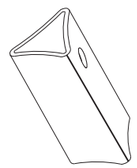
NIGP: 55083571053
Type 4 Mailbox Wedge



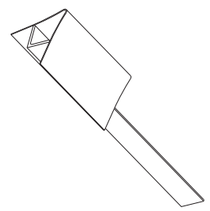
NIGP: 55083571004
Type 4 Mailbox Socket



NIGP: 80130238407
Type 2 Wedge Anchor



NIGP: 45057259009
Wedge for Type 1 V-wing Socket



NIGP: 45057256500
V-wing Socket for
Type 1 Foundation

NIGP #	OBJECT MARKERS AND CONFORMABLE SHEETING
55008311759	Type 2 OM 4"x4" (3 Needed) for Type 3 Wing Channel Post
55008312906	Type 2 OM 6"x12" (1 needed) for Type 3 Wing Channel Post
80149872006	12" Conformable Reflective Yellow Sheeting for Flexible Posts

NOTES:

1. Type 2 object marker in accordance with Traffic Engineering Standard Delineators & Object Markers.
2. A light weight receptacle for newspaper delivery can be attached to mailbox posts if the receptacle does not touch the mailbox, present a hazard to traffic or delivery of the mail, extend beyond the front of the mailbox, or display advertising, except the publication title.

BID CODES FOR CONTRACTS

MB-(X) ASSM TY (XXX) (X)

Type of Mailbox
- S = Single
- D = Double
- M = Multiple
- MP = Molded Plastic

Type of Post
- WC = Winged Channel Post
- RR = Recycled Rubber
- TWW = Thin Walled White Tubing
- TWG = Thin Walled Galvanized Tubing
- TIM = Timber

Type of Foundation
- Ty 1 = V-Loc
- Ty 2 = Wedge Anchor Steel System
- Ty 3 = Winged Channel post
- Ty 4 = Wedge Anchor Plastic System
- Ty 5 = 4 X 4 Post

SHEET 4 OF 4

Texas Department of Transportation | Maintenance Division Standard

NIGP PARTS LIST AND COMPATIBILITY

MB(4)-21

FILE: MB-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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Commissioners Court - Regular Session **60.**

Meeting Date: 12/07/2021

T1740 Sam Bass Interim Signals CO #04 (Final Balancing)

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. 4 in the amount of $3,055.00 for Project T1740 Sam Bass Interim Signals (Austin Traffic Signal), a Road Bond project in Commissioner Pct. 1 P:462 Funding Source: Road Bond.

Background

This Change Order provides the final quantities for the overrun/underrun of Contract items on the project. The project required the use of 7 (seven) timber poles for the signals instead of the 4 (four) that were previously reported.

This Change Order results in an increase of $3,055.00 to the Contract amount, for an adjusted Contract total of $307,008.36. The original Contract amount was $319,866.00. Because of this and all other Change Orders, $12,857.64 has been deducted from the Contract, resulting in a 4.0% net decrease in the Contract cost.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T1740 Sam Bass Interim Signals CO #04 (Final Balancing)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 09:19 AM
Form Started By: Mayra Ramos		Started On: 12/01/2021 11:37 AM
Final Approval Date: 12/02/2021		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

1. CONTRACTOR: **Austin Traffic Signal**

2. Change Order Work Limits: Sta. **N/A** to Sta. **N/A**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2J** (3 Max. - In order of importance - Primary first)

Project:	***T1740***
Roadway:	**Sam Bass Interim Signals**
CSJ Number:	

5. Describe the work being revised:

2J: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final quantities for the overrun/underrun of Contract items.

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 11-30-21

By

Typed/Printed Name Edward G. Schuck

Typed/Printed Title V.P.

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$3,055.00**

RECOMMENDED FOR EXECUTION:

Project Manager 11/30/21 Date

N/A
Design Engineer Date

Program Manager 12/01/2021 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: *4* ***Project #*** *T1740*

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
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$5,500.00	4.50	$24,750.00	(0.50)	4.00	$22,000.00	($2,750.00)
627 6002	TIMBER POLE (CL 2) 40 FT	EA	$2,000.00	4.00	$8,000.00	3.00	7.00	$14,000.00	$6,000.00
684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	$3.00	1,160.00	$3,480.00	(65.00)	1,095.00	$3,285.00	($195.00)
TOTALS					$36,230.00			$39,285.00	$3,055.00

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

Sam Bass Interim Signals
Williamson County Project No. T1740

Change Order No. 4

Reason for Change

This Change Order provides the final quantities for the overrun/underrun of Contract items on the project. The project required the use of 7 (seven) timber poles for the signals instead of the 4 (four) that were previously reported.

This Change Order results in an increase of $3,055.00 to the Contract amount, for an adjusted Contract total of $307,008.36. The original Contract amount was $319,866.00. Because of this and all other Change Orders, $12,857.64 has been deducted from the Contract, resulting in a 4.0% net decrease in the Contract cost.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Commissioners Court - Regular Session **61.**

Meeting Date: 12/07/2021

CR 332 THC Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the CR 332 Realignment Project, a Road Bond Project in Commissioner Pct. 3, Project Number P366.

Background

The permit requests the approval of intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions. No investigations will take place until a permit is received from the Texas Historical Commission (THC).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR332-THC-AntiquitiesPermit-App

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 11:04 AM
Form Started By: Marie Walters		Started On: 12/02/2021 10:38 AM
Final Approval Date: 12/02/2021		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Archeological Survey of County Road 332 from Farm-to-Market Road 487 to County Road 313
County (ies) Williamson County USGS Quadrangle Name and Number Jarrell (3097-341)
UTM Coordinates (approximate) Zone 14R E 634800–635315 N 3410850–3409158
Location Extending along CR 332, with northern terminus at FM 487 to southern terminus at CR 313

Federal Involvement ☐ Yes ☒ No
Name of Federal Agency
Agency Representatives

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Bill Gravell, Jr., County Judge
Address 710 South Main Street, Suite 101
City/State/Zip Georgetown, Texas, 78626
Telephone (include area code) 512-943-1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Alexander Menaker, PhD, RPA
Affiliation Cox|McLain Environmental Consulting, Inc.
Address 8410 Shoal Creek Blvd; Suite 100
City/State/Zip Austin, Texas 78757
Telephone (include area code) 512-338-2223 Email Address alexm@coxmclain.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork December 9, 2021
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Survey with shovel testing (see attached research design)

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Cox|McLain Environmental Consulting, Inc.
Permanent Curatorial Facility Center for Archeological Studies (CAS) at Texas State University

IV. OWNER'S CERTIFICATION

I, _____, as legal representative of the Owner, _____, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.

Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.

Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Alexander Menaker, as Principal Investigator employed by Cox|McLain Environmental Consulting, Inc. (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature  Date 11/12/2021

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vitae must be on file with the Division of Antiquities Protection.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issued _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-6096
www.thc.texas.gov

TEXAS HISTORICAL COMMISSION
The State Agency for Historic Preservation

ARCHEOLOGICAL INTENSIVE SURVEY SCOPE

ARCHEOLOGICAL SURVEY OF COUNTY ROAD 332 FROM FARM TO MARKET ROAD 487 TO COUNTY ROAD 313, WILLIAMSON COUNTY, TEXAS

Project Description

The purpose of the investigation described in this scope of work is to identify cultural resources along County Road (CR) 332, extending for approximately 1.2 miles, from Farm-to-Market Road (FM) 487 to CR 313 (**Figures 1**, **2**, and **3a–b**). The proposed road improvements include the realignment of CR 332 and expansion of the existing roadway to a four-lane roadway with a proposed right-of-way width of 136 feet. Cox|McLain Environmental Consulting, Inc. (CMEC) has been subcontracted by Seiler Lankes Group, LLC as part of a project funded by Williamson County.

The existing CR 332 is a two-lane roadway with asphalt pavement and with varying widths of existing right-of-way (from 40 to 120 feet). The proposed road improvement project will require the acquisition of additional right-of-way along both sides of the CR 332 roadway, resulting in a new right-of-way width of 136 feet. In addition to previous road construction and associated buried utilities, other possible existing disturbances to this project area may have resulted from nearby residential and commercial development. Running along CR 332 for 1.2 miles with a project width of 140 feet, the archeological project area covers approximately 17.95 acres, including 5.26 acres of existing right-of-way and 12.69 acres of proposed right-of-way.

The project is owned and funded by Williamson County, a political subdivision of the State of Texas, rendering the project subject to the Antiquities Code of Texas. Per the provisions of the Antiquities Code of Texas, this investigation will include intensive archeological pedestrian survey augmented with shovel tests for previously unidentified resources. This investigation will evaluate the eligibility of identified resources for listing on the National Register of Historic Places (NRHP) and for designation as State Antiquities Landmarks (SAL) (9 Texas Natural Resources Code [TNRC] 191; 13 Texas Administrative Code [TAC] 26.12). Although there is no known federal nexus at this time, this project will be conducted in accordance with all applicable regulations of Section 106 of the National Historic Preservation Act (NHPA), as amended.

Background Information

Topographically, the project area is situated on a heavily dissected upland of the Trans-Pecos Texas and High Plains ecoregions (Griffith et al. 2004), with an elevation range of 245 feet (75 meters) above mean sea level at the northern extent and sloping upwards to 259 feet (79 meters) above sea level at the southern termination of the project area. The project area crosses three seasonally flooded and intermittent wetland streambeds, and several freshwater ponds are located adjacent to the project area. The northernmost stream is identified as a branch of Donahoe Creek in historical topographic maps (National Wetlands Inventory 2021).

Geologically, the entire project area is uniformly underlain by the Late Cretaceous Austin Chalk Formation (United States Geological Survey [USGS] 2021a). According to Natural Resources Conservation Service (NRCS) data, the project area is underlain by the following soils, presented from north to south: Houston black clay on 0 to 8 percent slopes, Austin fine silty clay loam on 0 to 8 percent slopes, and small pockets of Castephen silty clay on 1 to 8 percent slopes and Whitewright silty clay loam on 1 to 15 percent slopes across the southern half the of project area (Soil Survey Staff 2021). The soils underlying the project area are not characterized by frequent flooding or known to contain buried A horizons and thus exhibit limited potential to contain deeply buried and intact archeological deposits.

According to a review of the Texas Department of Transportation's Austin District Hybrid Potential Archeological Liability Map (HPALM) information, the majority of the project area is located within HPALM Map Units that carry low potential to contain archeological deposits. The northern extent of the project area, however, contains approximately 1.32 acres mapped as having at least moderate potential to contain archeological deposits (Abbott and Pletka 2017; see **Figure 3a**). Based on this predictive tool, there is a low to moderate potential that shallow and intact prehistoric-age cultural resources could exist within the project area, as well as a low potential to contain deeply buried intact archeological deposits.

The Texas Historical Commission's (THC) online Archeological Sites Atlas indicates that there are no archeological sites within the project area, and there are no known sites mapped within the 1-kilometer (0.62-mile) study area around the project area (THC 2021).

According to the Atlas, no cemeteries are mapped within 150 feet of the project area. The nearest known cemetery, Cornhill Cemetery, is located 1.8 kilometers (1.1 miles) to the southwest of the project area (THC 2021).

While a 2015 linear water line survey was conducted by M. Godwin in 2015 adjacent to the current CR 332 corridor, much of the project area falls outside the previous survey area. Another linear survey, by J. Owens in 2006, was conducted along Donahoe Creek and briefly crosses the northern extent of the study. Other surveys that are outside the study area but fall within 1-kilometer include a linear survey running along FM 487, conducted by J. Henderson in 2015, located to the north of CR 332, an areal survey north of the study area near Jarrell, and a linear water line survey along CR 313, by M. Godwin in 2005, to the south of the project area (THC 2021).

Historical aerial imagery (from the years 1963, 1981, 1995, 2004, 2008, 2010, 2021, 2014, 2016) and topographic maps (from the years 1893, 1954, 1964, 1974 and 1985) were reviewed to determine how the project area and its surroundings evolved over time (National Environmental Title Research [NETR] 2021; USGS 2021b). While it is at a coarse scale (1:125,000), the 1893 map does not depict the CR 332 road corridor and no structures are marked within or adjacent to the project area, with sparse development evident in the surrounding region. The current road corridor is illustrated on the Austin 1954 historical topographic map along with Donahoe Creek, which crosses the project area. The 1964 historical topographic map (1:24,000) offers the finest resolution of available maps and shows one structure marked in the project area, located along the turn in CR 332. In this 1964 map, a Gravel Pit is also labeled in the southern portion of the project area in addition to the depiction of the known streamways. Structures are visible in historic aerials from 1963 corresponding to the location of the one structure marked on the 1964 map. Aerial photos as recent as 2016 show the continued presence and construction of multiple structures on this property (NETR 2021; USGS 2021b).

The project area overlaps with the extant CR 332 road corridor while also continuing through undeveloped agricultural fields and surrounded by residential and commercial development. Historical topographic maps and aerial imagery suggests that the project area has low potential of historic sites, with one historic property located outside the study area. Based on the TxDOT HPALM predictive tool, the project area can be considered to have a low to moderate potential for prehistoric-age cultural resources, such as Native American archeological sites. Thus, archeological survey is warranted before the construction of the proposed road improvement project, including the realignment of CR 332, takes place. Based upon a geomorphic review of the project area, CMEC does not recommend any deep investigations, including mechanical trenching.

Research Design

CMEC will conduct intensive survey of the project area per 7 TAC 26.15 and using the definitions in 13 TAC 26.3. The field methods and strategies comply with the requirements of 13 TAC 26.15 and with guidelines established by the Council of Texas Archeologists (CTA) and the THC in April 2020.

This archeological investigation will include pedestrian survey of all areas within the project area and augmented by excavation of shovel tests throughout the Project Area. CMEC proposes to excavate shovel tests in two transects not to exceed 30 meters (98.4 feet) between the transects, with shovel tests placed at intervals no greater than 100 meters (164 feet) along each transect. In the case of no findings, CMEC proposes to excavate 35–38 shovel tests throughout the project area. All shovel tests will be excavated in natural levels or in 20-centimeter-thick (7.9-inch-thick) arbitrary levels (whichever is smaller) to subsoil or 100 centimeters (39.37 inches), whichever is encountered first. Excavated matrix will be screened through 0.635-centimeter (0.25-inch) hardware cloth as allowed by moisture and clay content, which may require that the removed sediment be crumbled/sorted by hand, trowel, and/or shovel point. Deposits will be described using conventional texture classifications and Munsell color designations. Radial shovel tests will be placed at 5-meter (16-foot) intervals around each shovel test containing cultural material until two negative units have been established in each cardinal direction, within the project limits. In areas of heavy disturbances and developments already present and shovel test probes not advisable, project archeologists will comprehensively photograph and document the area. All components of the CTA standards approved in April 2020 will be rigorously followed. Based upon a geomorphic review of the project area, CMEC does not anticipate a need for any deep investigations, including mechanical trenching.

The project has a low probability of encountering human burials; however, if burials or human remains are found, work will stop immediately and the THC and Williamson County will be notified immediately. All requirements of Title 9, Ch. 191 of the TNRC, and Title 13, Part 2 of the TAC will be followed in addition to the Health and Safety Code.

Artifacts identified in shovel tests and surface contexts will be noted, described, photographed, and returned to their original contexts by archeologists who meet or exceed the Secretary of Interior's (SOI) qualifications for professional archeologists. Descriptions will include, at minimum: artifact dimensions, artifact material type(s), artifact functional class (if apparent), Munsell colors, and provenience. All descriptions will be approved in field by the Project Archeologist. Following their description, all artifacts will be photographed from the maximum number of sides available (e.g., 4 for an intact bottle) prior to being returned to their original contexts. Additional in-field analysis will depend on certain artifact classes: for example, a historic-age bottle with embossed markings that are not easily photographable may be sketched or drawn.

Any site recorded during the investigation will be identified by a temporary marker placed on the site. The marker will have an identifying number in the form of a field site (or FS) designation, followed by a consecutively assigned number in order of site discovery (e.g., FS-01, FS-02, etc.). This number is a temporary field number to be superseded by a formal site trinomial obtained following the completion of fieldwork (see below). CMEC defines an archeological site based on content and extent. When a shovel test yields cultural material, additional shovel tests will be excavated in a cruciform pattern at 5-meter (16.4-foot) intervals around the initial test, until two sterile shovel tests are encountered. A prehistoric site is defined as five or more cultural items (e.g., prehistoric stone tool manufacturing debris of different raw materials, or manufacturing debris in combination with stone tools) or one or more stationary and immovable objects – such as firepits or posthole molds – within a 20-meter (65.6-foot) square; for historic sites, a site is defined as five or more cultural items from at least two material types or artifact classes, or one or more stationary and immovable objects and at least one cultural item within a 20-meter (65.6-foot) square. A site's boundaries are defined within the extent of positive shovel tests and/or surface remains.

Conversely, isolated finds of individual artifacts or small groups of similar non-diagnostic artifacts (for example, fewer than five flakes composed of the same material) not meeting the above site definition criteria will be recorded as an "Isolated Find" and given an Isolated Find number but not assigned a locus number or considered for listing in the NRHP. Likewise, a stationary and unmovable object – such as brick piers, etc. – with no associated cultural materials and not meeting the above definition criteria will be designated a "Locality," and as with Isolates, given a Locality number but not considered for eligibility in the NRHP. The locations of both Isolates and Localities will be recorded. All encountered cultural resources will be treated as potential sites until proven otherwise.

CMEC personnel will keep a complete record of field notes with observations including (but not limited to) identified sites, cultural materials, location markers, contextual integrity, estimated time periods of occupations, vegetation, topography, hydrology, land use, soil exposures, general conditions at the time of the survey, and field techniques employed. The field notes will be supplemented by digital photographs.

Reporting and Curation

Any sites discovered will be photographed and recorded on State of Texas Archeological Site Data Forms for subsequent submittal in TexSite format to the Texas Archeological Research Laboratory. All site locations will be plotted using a hand-held Garmin Global Positioning System unit. CMEC will prepare and submit a report on the results of the archeological work suitable for consultation with the THC. The survey will be conducted under a no-collection policy. Hence, the project will not generate any artifacts requiring curation. Following completion of the fieldwork, an analysis of the information recovered and preparation of a report providing discussions of background research, work accomplished, results of field investigations, a list of all sites identified and ownership of lands containing sites, recommendations concerning eligibility for SAL designation and listing in the NRHP (including appropriate evaluation criteria), and recommendations concerning the need for further work with justifications based on 13 TAC 26.16 will be produced. The report will meet the requirements of 13 TAC 26.13–26.18 and the CTA reporting guidelines; it will be submitted for review by the THC. After receipt of any review comments, the report will be modified as necessary, and a final report will be produced; it will be submitted in the quantity and formats required by the project Antiquities permit. Per 13 TAC 26.16, the final permit closure submittal will include a transmittal letter, abstract form, project area shapefile, tagged PDF files of the report in both restricted (with site locations) and public (without site locations) versions, as applicable.

Upon completion of the fieldwork and reporting, CMEC will make all materials and forms generated by this project available to future researchers through curation at the Center for Archaeological Research (CAS) at Texas State University per 13 TAC 26.16 and 26.17. A curation form filed at both CAS and THC will accompany the collections.

References Cited

Abbott, J. T. and S. Pletka

2017 *The Austin District HPALM Model.* Texas Department of Transportation, Environmental Affairs Division, Austin. Accessed March 11, 2021.

Google Earth™ Pro

2021 Historic Aerial Imagery viewed through Google Earth. Google. Available at https://www.google.com/earth/. Accessed March 11, 2021.

Griffith, G. E., S. A. Bryce, J. M. Omernik, J. A. Comstock, A. C. Rogers, B. Harrison, S. L. Hatch, and D. Bezanson

2004 *Ecoregions of Texas.* United States Geological Survey. Available at ftp://ftp.epa.gov/wed/ecoregions/tx/tx_front.pdf. Accessed March 11, 2021.

Nationwide Environmental Title Research (NETR)

2021 *Historic Aerials Database.* Nationwide Environmental Title Research. Available at http://historicaerials.com. Accessed March 11, 2021.

Soil Survey Staff, United States Department of Agriculture
2021 NRCS SSURGO and STATSGO soil data viewed through SoilWeb KMZ interface for Google Earth. Available at http://casoilresource.lawr.ucdavis.edu/soilweb/. U.S. Department of Agriculture and California Soil Resource Laboratory, University of California, Davis. Accessed March 11, 2021.

Texas Historical Commission (THC)
2021 *Texas Archeological Sites Atlas.* Texas Archeological Research Laboratory and the Texas Historical Commission. Available at https://atlas.thc.state.tx.us/. Accessed March 11, 2021.

U.S. Fish & Wildlife Service National Wetlands Inventory (NWI)
2021 *Wetlands Mapper*. National Wetlands Inventory, U.S. Fish & Wildlife Service. Available at https://www.fws.gov/wetlands/data/mapper.html. Accessed March 11, 2021.

U.S. Geological Survey (USGS)
2021a *Texas Geology Map Viewer.* United States Geological Survey. Available at http://txpub.usgs.gov/dss/texasgeology/. Accessed March 11, 2021.

2021b *Historical Topographical Map Explorer.* United States Geological Survey. Available at http://historicalmaps.arcgis.com/usgs/index.html. Accessed March 11, 2021.

Figures

Figure 1: Project Location
Figure 2: Location of Archeological APE
Figure 3a–b: HPALM Map

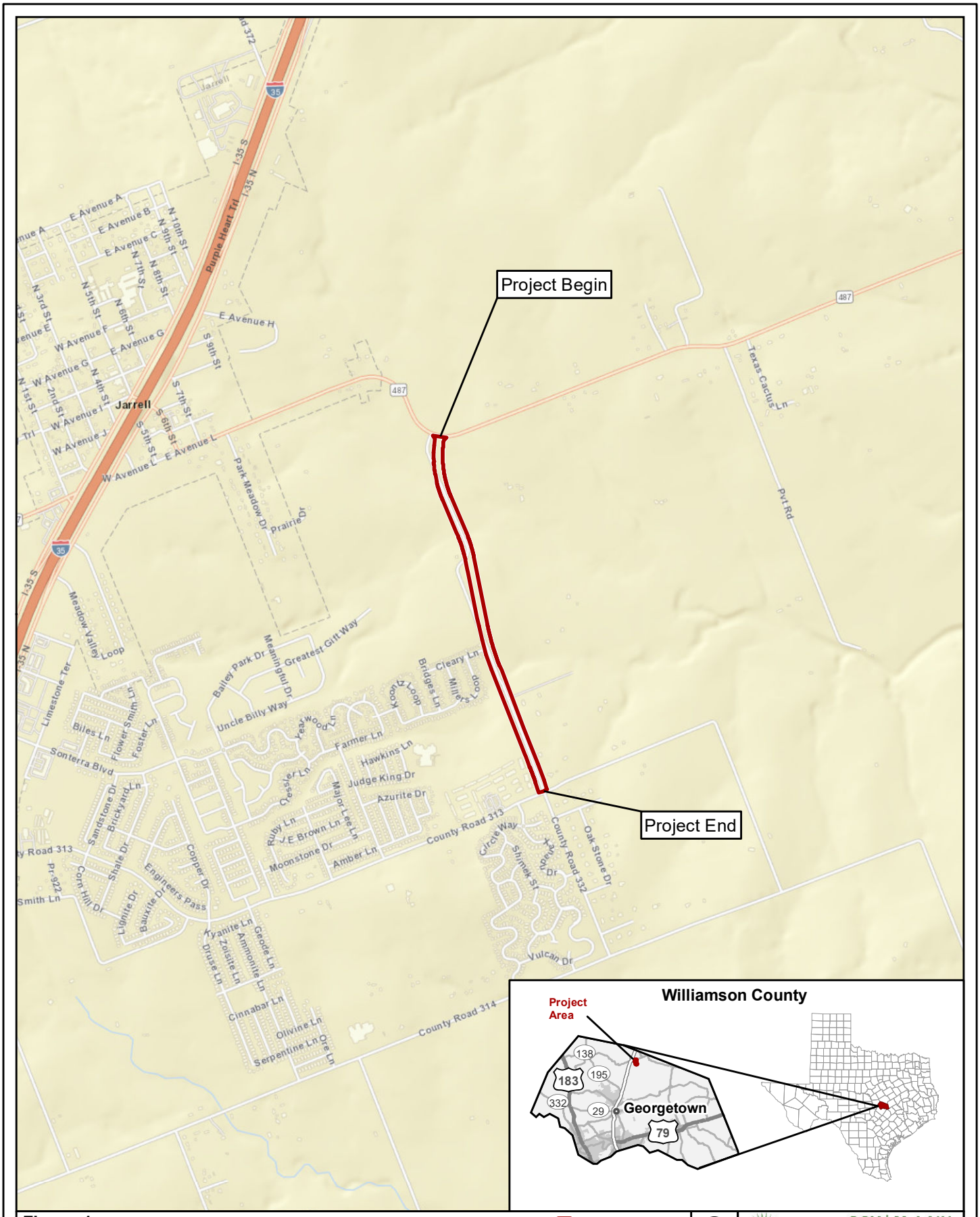


Figure 1.
Project Location (Road Base)

CR 332 from FM 487 to CR 313

Project Location

Basemap Source: Esri (2021)

COX | McLAIN
Environmental Consulting

0 2,000 Feet	1 in = 2,000 feet
0 600 Meters	Scale: 1:24,000
	Date: 3/8/2021

G:\Projects\Williamson_County\CR_332\CR332_all_Figure 1_Project Location_Road_20210308_slh.mxd

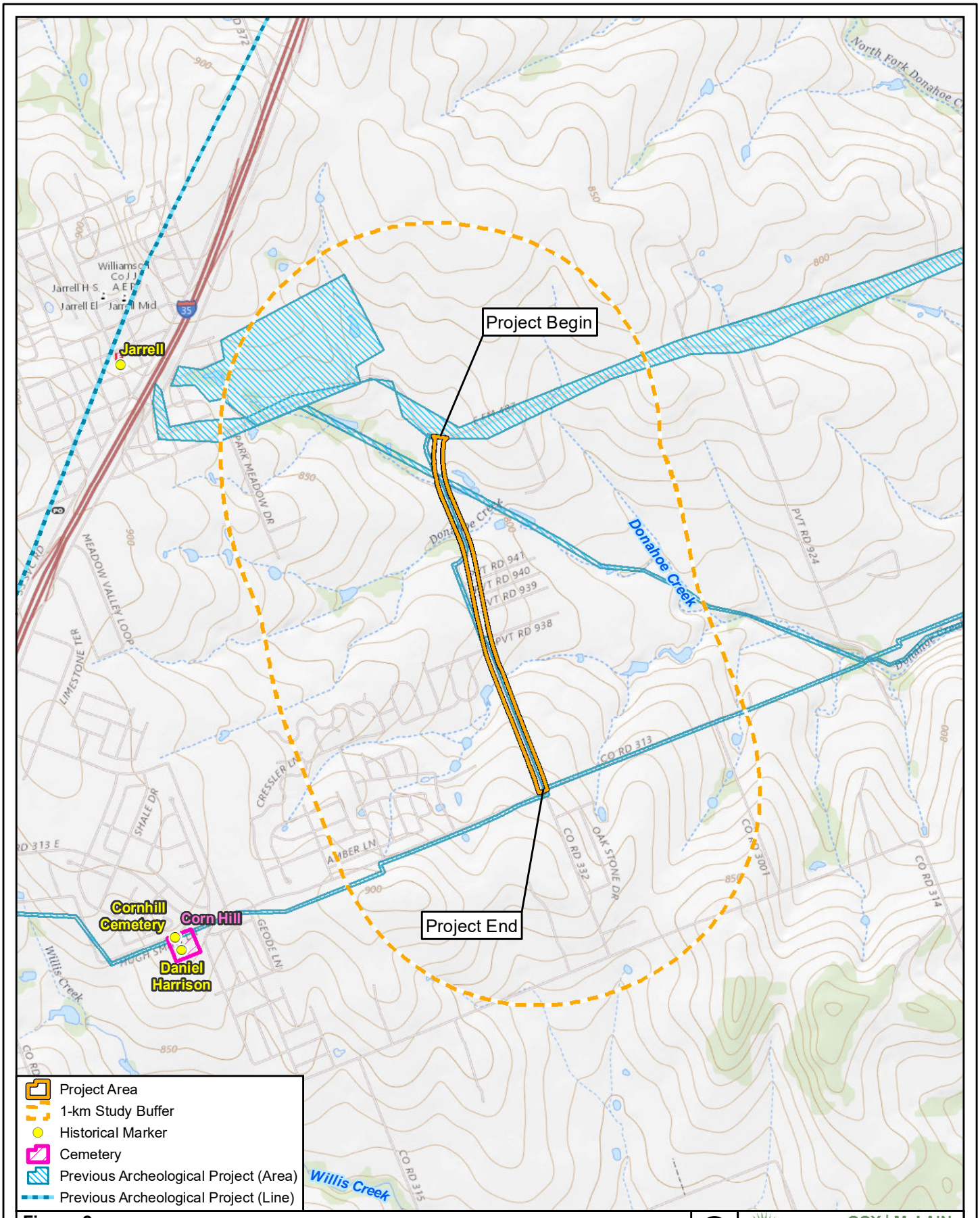


Figure 2.
Location of Archeological Project Area

CR 332 from FM 487 to CR 313

Data Sources: THC (2021), TARL (2020), NHD (2020) Topographic
Source: USGS (2020) USGS 7.5'
Quadrangle: Jarrell

COX | McLAIN
Environmental Consulting

0 2,000 Feet
0 600 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 5/10/2021

G:\Projects\Williamson_County\CR_332\CR332_Arch_Figure 2_APE_20210510_slh.mxd

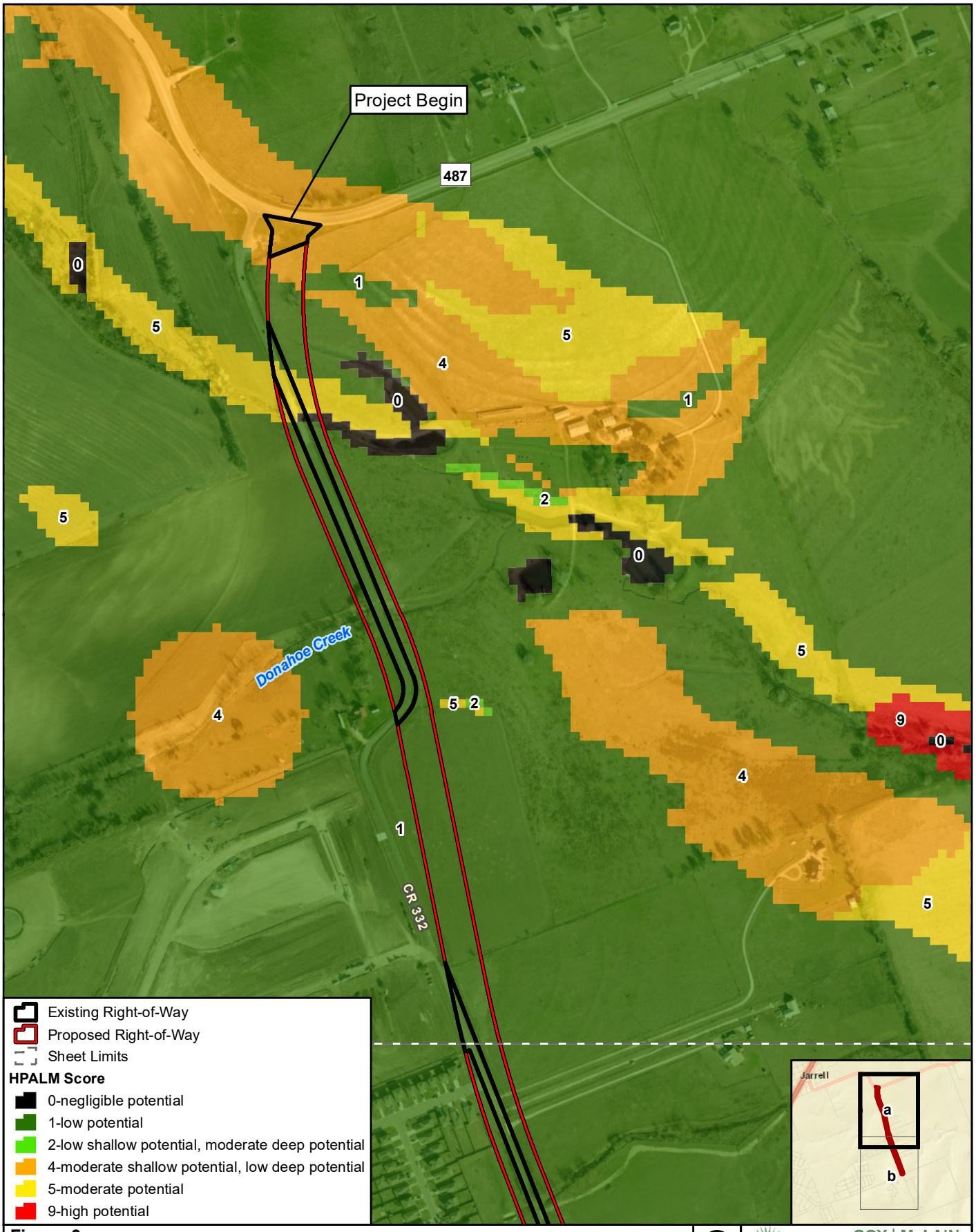


Figure 3a.
HPALM Map

CR 332 from FM 487 to CR 313

Data Source: TxDOT (2017)
Aerial Source: Williamson County (2019)

COX | McLAIN
Environmental Consulting

0 500 Feet
0 100 Meters

1 in = 500 feet
Scale: 1:6,000
Date: 3/10/2021

G:\Projects\Williamson_County\CR_332\CR332_Arch_Figure 3_HPALM_20210310_slh.mxd



Figure 3b.
HPALM Map

CR 332 from FM 487 to CR 313

Data Source: TxDOT (2017)
Aerial Source: Williamson County (2019)

COX | McLAIN
Environmental Consulting

0 500 Feet
0 100 Meters

1 in = 500 feet
Scale: 1:6,000
Date: 3/10/2021

G:\Projects\Williamson_County\CR_332\CR332_Arch_Figure 3_HPALM_20210310_slh.mxd

Commissioners Court - Regular Session **62.**

Meeting Date: 12/07/2021

CR 314 THC Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the CR 314 Safety Improvements Project, a Road Bond Project in Commissioner Pct. 3, Project Number P364.

Background

The permit requests the approval of intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placing on the court agenda, to protect restricted information. Redacted information will be included in the application to the THC.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR314-THC-AntiquitiesPermit-App

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/02/2021 11:05 AM
Form Started By: Marie Walters		Started On: 12/02/2021 10:46 AM
Final Approval Date: 12/02/2021		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Archeological Survey of County Road (CR) 314 from Interstate Highway (IH) – 35 Northbound Frontage Road to East of CR 332
County (ies) Williamson County USGS Quadrangle Name and Number Jarrell (3097-341)
UTM Coordinates (approximate) Zone 14R E 631865–637075 N 3407060–3408930
Location Extending along CR 314, with western terminus near IH-35 to eastern terminus east of CR 332

Federal Involvement ☐ Yes ☒ No
Name of Federal Agency
Agency Representatives

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Bill Gravell, Jr., County Judge
Address 710 South Main Street, Suite 101
City/State/Zip Georgetown, Texas, 78626
Telephone (include area code) 512-943-1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Alexander Menaker, PhD, RPA
Affiliation Cox|McLain Environmental Consulting, Inc.
Address 8410 Shoal Creek Blvd; Suite 100
City/State/Zip Austin, Texas 78757
Telephone (include area code) 512-338-2223 Email Address alexm@coxmclain.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork December 9, 2021
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Intensive Survey with shovel testing (see attached research design)

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Cox|McLain Environmental Consulting, Inc.
Permanent Curatorial Facility Center for Archeological Studies (CAS) at Texas State University

IV. OWNER'S CERTIFICATION

I, Bill Gravell, Jr., County Judge, as legal representative of the Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.

Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.

Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Alexander Menaker, as Principal Investigator employed by Cox|McLain Environmental Consulting, Inc. (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature  Date 11/7/2021

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vitae must be on file with the Division of Antiquities Protection.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issued _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-6096
www.thc.texas.gov

TEXAS HISTORICAL COMMISSION
The State Agency for Historic Preservation

ARCHEOLOGICAL INTENSIVE SURVEY SCOPE

ARCHEOLOGICAL SURVEY OF COUNTY ROAD 314 FROM INTERSTATE HIGHWAY 35 TO EAST OF COUNTY ROAD 332, WILLIAMSON COUNTY, TEXAS

Project Description

The purpose of the investigation described in this scope of work is to identify cultural resources along County Road (CR) 314, extending approximately 3.66 miles (5.9 kilometers), from the Northbound Frontage Road of Interstate Highway (IH)–35 to approximately 1.19 miles (1.9 kilometers) east of CR 332. The proposed improvements include the expansion of CR 314 with the construction of three lanes for a future five-lane roadway with a proposed right-of-way width of 136 feet (41.5 meters; **Figures 1**, **2a, b**, and **3a–e**). Cox|McLain Environmental Consulting, Inc. (CMEC) has been subcontracted by Seiler Lankes Group, LLC as part of a project funded by Williamson County.

The existing road is a two-lane roadway with asphalt pavement with varying widths of right-of-way (60 to 70 feet or 18.3 to 21.3 meters). The proposed road improvement project will require the acquisition of additional right-of-way along both sides of the CR 314 roadway, resulting in a new right-of-way width of 136 feet (41.5 meters). In addition to previous road construction and associated buried utilities, other possible existing disturbances to this project area may have resulted from nearby residential and commercial development. Running along CR 314 for 3.66 miles (5.9 kilometers) with a project width of 136 feet, the archeological project area covers approximately 65.44 acres, including 30.72 acres of existing right-of-way and 34.72 acres of proposed right-of-way.

The project is owned and funded by Williamson County, a political subdivision of the State of Texas, rendering the project subject to the Antiquities Code of Texas. Per the provisions of the Antiquities Code of Texas, this investigation will include intensive archeological pedestrian survey augmented with shovel tests for previously unidentified resources. This investigation will evaluate the eligibility of identified resources for listing on the National Register of Historic Places (NRHP) and for designation as State Antiquities Landmarks (SAL) (9 Texas Natural Resources Code [TNRC] 191; 13 Texas Administrative Code [TAC] 26.12). Although there is no known federal nexus at this time, this project will be conducted in accordance with all applicable regulations of Section 106 of the National Historic Preservation Act (NHPA), as amended.

Background Information

Topographically, the project area is situated on a heavily dissected upland of the Trans-Pecos Texas and High Plains ecoregions (Griffith et al. 2004), with an elevation range of 929 feet (283 meters) above mean sea level at the western extent and sloping downwards, albeit undulating, to 807 feet (246 meters) above sea level at the southern termination of the project area. The project area crosses three seasonally flooded and intermittent wetland streambeds. The westernmost stream is identified as Willis Creek, with smaller branches of Willis and Donahoe Creeks crossing the project area to the east (National Wetlands Inventory 2021; United States Geological Survey [USGS] 2021a).

Geologically, the entire project area is uniformly underlain by the Late Cretaceous Austin Chalk Formation, which is composed of predominately chalk interbedded with marlstone (USGS 2021b). According to Natural Resources Conservation Service (NRCS) data, the project area is underlain by the following soils: Austin silty clay on 1 to 3 percent slopes, Houston black clay on 1 to 3 percent slopes, and pockets of Castephen silty clay on 3 to 5 percent slopes and a small presence of Whitewright silty clay loam on 1 to 5 percent slopes. The soils underlying the project area are not characterized by frequent flooding or known to contain buried A horizons and thus exhibit limited potential to contain deeply buried and intact archeological deposits (Soil Survey Staff 2021).

The Texas Historical Commission's (THC) online Archeological Sites Atlas indicates that there are no archeological sites within the project area, and there are no known sites mapped within the 1-kilometer (0.62-mile) study area around the project area (THC 2021).

According to the Atlas, no cemeteries are mapped within 150 feet (45.7 meters) of the project area. The nearest known cemetery, Cornhill Cemetery, is located 0.45 miles (0.73 kilometers) north of the project area (THC 2021, see **Figure 2a**).

No previous surveys fall within the project area, with no survey carried out along CR 314. Three previous surveys are mapped outside the study area but within one kilometer, including a 2015 linear water survey conducted by M. Godwin along CR 313 approximately 0.8 kilometers (0.5 miles) north of and parallel to CR 314, as well as, encompassing the intersecting CR 332. Another linear survey, conducted by J. Owens in 2006 along Donahoe Creek, extends to within one kilometer northeast of the study area. A linear survey, with limited information available, was conducted in 1997 along the IH-35 Southbound Frontage Road approximately 75 meters west of the western terminus of the study area (THC 2021).

Historical aerial imagery (from the years 1963, 1981, 1995, 2004, 2008, 2010, 2012, 2014, 2016) and topographic maps (from the years 1893, 1954, 1964, 1974 and 1985) were reviewed to determine how the project area and its surroundings evolved over time (National Environmental Title Research [NETR] 2021; USGS 2021a).

While it is at a coarse scale (1:125,000), the 1893 map does not depict the CR 314 road corridor and no structures are marked within or adjacent to the project area, with sparse development evident in the surrounding region. The current CR 314 roadway corridor is illustrated for the first time on the 1954 Austin topographic map (1:250,000 scale) along with Willis Creek, which crosses the project area. This 1954 map is at a coarse scale and does not depict any specific details regarding the project area. The 1964 Jarrell topographic map (1:24,000 scale) offers the finest resolution of available maps and shows two structures located along the western turn of CR 314 and another three structures south of CR 314 midway along the road. These structures are visible in historic aerials from 1963 corresponding to the location of the structures marked on the 1964 map. In this 1964 map, three Gravel Pits are also labeled to the south of CR 314 in addition to the depiction of the known streamways. At a coarse scale, the subsequent 1974 Austin map (1:250,000 scale) is nearly identical to the 1954 map. The last available topographic map from 1985 (Taylor, 1:100,000 scale), offers similarly sparse details, showing no additional development or properties other than two extant Gravel Pits south along CR 314 near previously marked locations. Aerial photos as recent as 2016 show the continued presence and construction of multiple structures on these properties, and aerial images show little additional development with subsequent development surrounding the project area intensifying after 2004 (NETR 2021; USGS 2021a).

The project area overlaps with the extant CR 314 road corridor while also minimally crossing through undeveloped agricultural fields at the western terminus of the project area. Historical topographic maps and aerial imagery suggest that the project area has low to moderate potential for historic-age sites, with at least two historic properties located just outside the study area. Although the drainages that extend through the project area are minor ephemeral streams, settings such as this portion of Williamson County and Central Texas have a generally low to moderate potential to contain prehistoric-age sites. Thus, archeological survey is warranted before the construction of the proposed road improvement project takes place. Based upon a geomorphic review of the project area, CMEC does not recommend any deep investigations, including mechanical trenching.

Research Design

CMEC will conduct intensive survey of the project area per 7 TAC 26.15 and using the definitions in 13 TAC 26.3. The field methods and strategies comply with the requirements of 13 TAC 26.15 and with guidelines established by the Council of Texas Archeologists (CTA) and the THC in April 2020.

This archeological investigation will include pedestrian survey of all areas within the project area and augmented by excavation of shovel tests throughout the project area. CMEC proposes to excavate shovel tests along two transects, one on each side of CR 314, with shovel tests placed at intervals no greater than 100 meters (164 feet) along each transect. In the case of no findings, CMEC proposes to excavate an estimated total of 110 shovel tests throughout the project area. All shovel tests will be excavated in natural levels or in 20-centimeter-thick (7.9-inch-thick) arbitrary levels (whichever is smaller) to subsoil or 100 centimeters (39.37 inches), whichever is encountered first. Excavated matrix will be screened through 0.635-centimeter (0.25-inch) hardware cloth as allowed by moisture and clay content, which may require that the removed sediment be crumbled/sorted by hand, trowel, and/or shovel point. Deposits will be described using conventional texture classifications and Munsell color designations. Radial shovel tests will be placed at 5-meter (16-foot) intervals around each shovel test containing cultural material until two negative units have been established in each cardinal direction, within the project limits. In areas of heavy disturbances and developments already present and shovel test probes not advisable, project archeologists will comprehensively photograph and document the area. All components of the CTA standards approved in April 2020 will be rigorously followed. Based upon a geomorphic review of the project area, CMEC does not anticipate a need for any deep investigations, including mechanical trenching.

The project has a low probability of encountering human burials; however, if burials or human remains are found, work will stop immediately and the THC and Williamson County will be notified immediately. All requirements of Title 9, Ch. 191 of the TNRC, and Title 13, Part 2 of the TAC will be followed in addition to the Health and Safety Code.

Artifacts identified in shovel tests and surface contexts will be noted, described, photographed, and returned to their original contexts by archeologists who meet or exceed the Secretary of Interior's (SOI) qualifications for professional archeologists. Descriptions will include, at minimum: artifact dimensions, artifact material type(s), artifact functional class (if apparent), Munsell colors, and provenience. All descriptions will be approved in field by the Project Archeologist. Following their description, all artifacts will be photographed from the maximum number of sides available (e.g., 4 for an intact bottle) prior to being returned to their original contexts. Additional in-field analysis will depend on certain artifact classes: for example, a historic-age bottle with embossed markings that are not easily photographable may be sketched or drawn.

Any site recorded during the investigation will be identified by a temporary marker placed on the site. The marker will have an identifying number in the form of a field site (or FS) designation, followed by a consecutively assigned number in order of site discovery (e.g., FS-01, FS-02, etc.). This number is a temporary field number to be superseded by a formal site trinomial obtained following the completion of fieldwork (see below). CMEC defines an archeological site based on content and extent. When a shovel test yields cultural material, additional shovel tests will be excavated in a cruciform pattern at 5-meter (16.4-foot) intervals around the initial test, until two sterile shovel tests are encountered. A prehistoric site is defined as five or more cultural items (e.g., prehistoric stone tool manufacturing debris of different raw materials, or manufacturing debris in combination with stone tools) or one or more stationary and immovable objects – such as firepits or posthole molds – within a 20-meter (65.6-foot) square; for historic sites, a site is defined as five or more cultural items from at least two material types or artifact classes, or one or more stationary and immovable objects and at least one cultural item within a 20-meter (65.6-foot) square. A site's boundaries are defined within the extent of positive shovel tests and/or surface remains.

Conversely, isolated finds of individual artifacts or small groups of similar non-diagnostic artifacts (for example, fewer than five flakes composed of the same material) not meeting the above site definition criteria will be recorded as an "Isolated Find" and given an Isolated Find number but not assigned a locus number or considered for listing in the NRHP. Likewise, a stationary and unmovable object – such as brick piers, etc. – with no associate cultural materials and not meeting the above definition criteria will be designated a "Locality," and as with Isolates, given a Locality number but not considered for eligibility in the NRHP. The locations of both Isolates and Localities will be recorded. All encountered cultural resources will be treated as potential sites until proven otherwise.

CMEC personnel will keep a complete record of field notes with observations including (but not limited to) identified sites, cultural materials, location markers, contextual integrity, estimated time periods of occupations, vegetation, topography, hydrology, land use, soil exposures, general conditions at the time of the survey, and field techniques employed. The field notes will be supplemented by digital photographs.

Reporting and Curation

Any sites discovered will be photographed and recorded on State of Texas Archeological Site Data Forms for subsequent submittal in TexSite format to the Texas Archeological Research Laboratory. All site locations will be plotted using a hand-held Garmin Global Positioning System unit. CMEC will prepare and submit a report on the results of the archeological work suitable for consultation with the THC. The survey will be conducted under a no-collection policy. Hence, the project will not generate any artifacts requiring curation. Following completion of the fieldwork, an analysis of the information recovered and preparation of a report providing discussions of background research, work accomplished, results of field investigations, a list of all sites identified and ownership of lands containing sites, recommendations concerning eligibility for SAL designation and listing in the NRHP (including appropriate evaluation criteria), and recommendations concerning the need for further work with justifications based on 13 TAC 26.16 will be produced. The report will meet the requirements of 13 TAC 26.13–26.18 and the Council of Texas Archeologists' reporting guidelines; it will be submitted for review by the THC. After receipt of any review comments, the report will be modified as necessary, and a final report will be produced; it will be submitted in the quantity and formats required by the project Antiquities permit. Per 13 TAC 26.16, the final permit closure submittal will include a transmittal letter, abstract form, project area shapefile, tagged PDF files of the report in both restricted (with site locations) and public (without site locations) versions, as applicable.

Upon completion of the fieldwork and reporting, CMEC will make all materials and forms generated by this project available to future researchers through curation at the Center for Archaeological Research (CAS) at Texas State University per 13 TAC 26.16 and 26.17. A curation form filed at both CAS and THC will accompany the collections.

References Cited

Google Earth™ Pro

2021 Historic Aerial Imagery viewed through Google Earth. Google. Available at https://www.google.com/earth/. Accessed May 24, 2021.

Griffith, G. E., S. A. Bryce, J. M. Omernik, J. A. Comstock, A. C. Rogers, B. Harrison, S. L. Hatch, and D. Bezanson

2004 *Ecoregions of Texas.* United States Geological Survey. Available at ftp://ftp.epa.gov/wed/ecoregions/tx/tx_front.pdf. Accessed May 24, 2021.

Nationwide Environmental Title Research (NETR)

2021 *Historic Aerials Database.* Nationwide Environmental Title Research. Available at http://historicaerials.com. Accessed May 15, 2021.

Soil Survey Staff, United States Department of Agriculture

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Texas Historical Commission (THC)

2021 *Texas Archeological Sites Atlas.* Texas Archeological Research Laboratory and the Texas Historical Commission. Available at https://atlas.thc.state.tx.us/. Accessed May 24, 2021.

U.S. Fish & Wildlife Service National Wetlands Inventory (NWI)

2021 *Wetlands Mapper*. National Wetlands Inventory, U.S. Fish & Wildlife Service. Available at https://www.fws.gov/wetlands/data/mapper.html. Accessed May 15, 2021.

U.S. Geological Survey (USGS)

2021a *Historical Topographical Map Explorer.* United States Geological Survey. Available at http://historicalmaps.arcgis.com/usgs/index.html. Accessed May 15, 2021.

2021b *Texas Geology Map Viewer.* United States Geological Survey. Available at http://txpub.usgs.gov/dss/texasgeology/. Accessed May 15, 2021.

Figures

Figure 1: Project Location (Road Base)
Figure 2a–b: Location of Project Area
Figure 3a–e: Project Area Detail (Aerial Base)

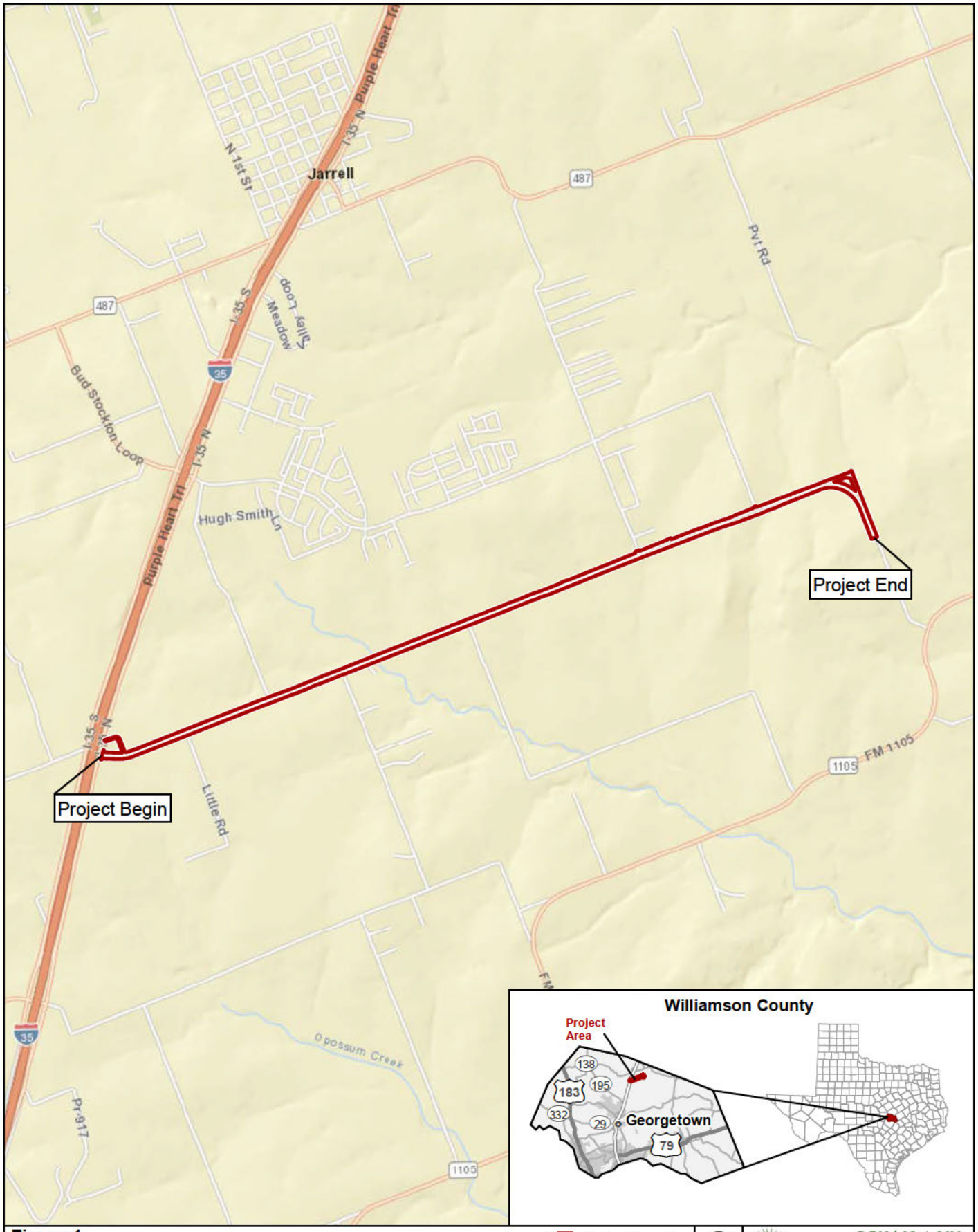


Figure 1.
Project Location (Road Base)
CR 314 from IH-35 Northbound Frontage Road to east of CR 332 for approximately 2.5 miles

Project Location

Basemap Source: Esri (2021)

COX | McLAIN Environmental Consulting

0 3,000 Feet
0 800 Meters

1 in = 3,000 feet
Scale: 1:36,000
Date: 5/13/2021

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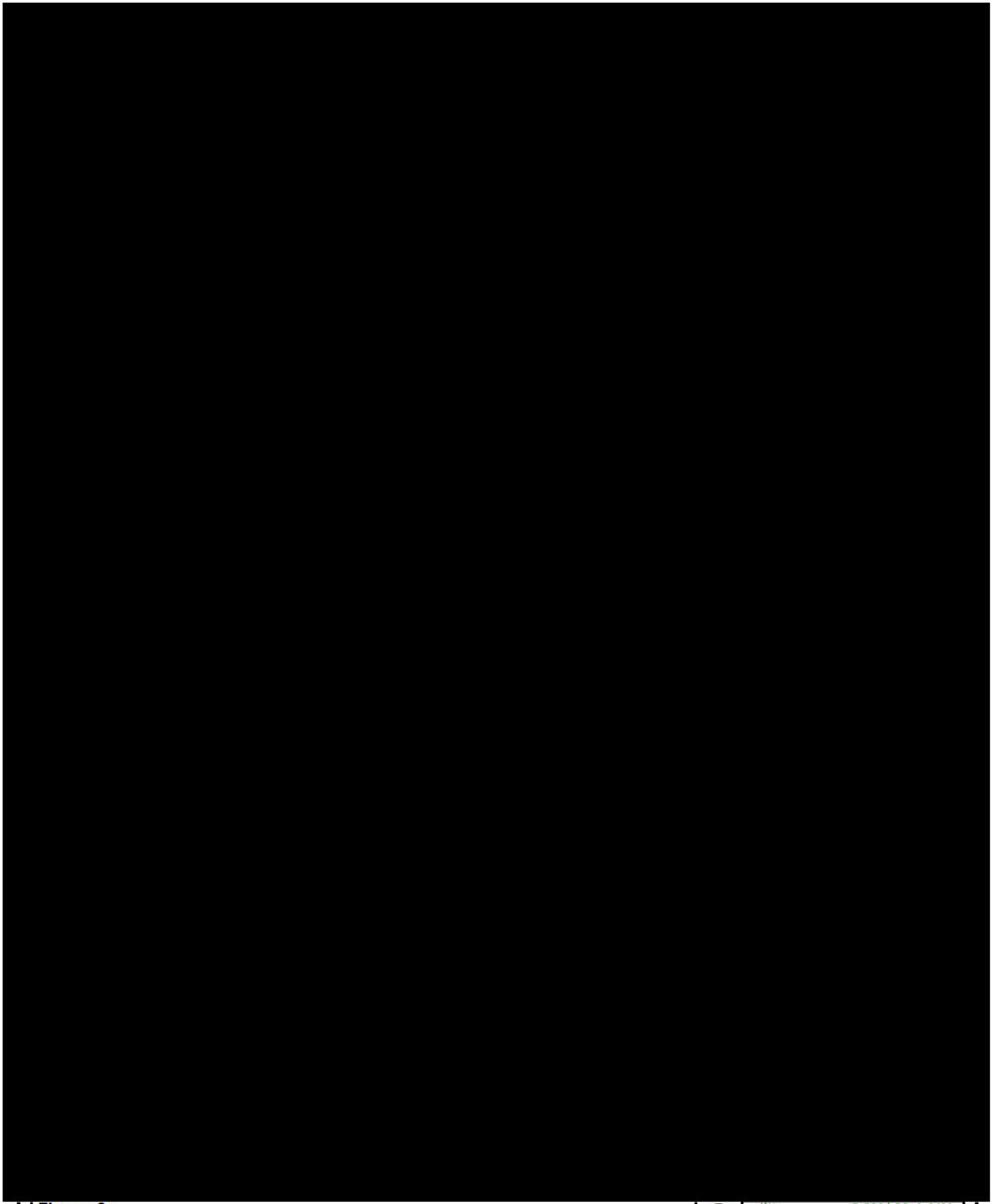


Figure 2a.
Location of Project Area
CR 314 from IH-35 Northbound Frontage Road to east of CR 332 for approximately 2.5 miles

Data Sources: THC (2021), TARL (2020), NHD (2020)
Topographic Source: USGS (2021)
USGS 7.5' Quadrangles: Cobbs Cavern, Jarrell

COX | McLAIN Environmental Consulting

0 2,000 Feet
0 500 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 6/1/2021

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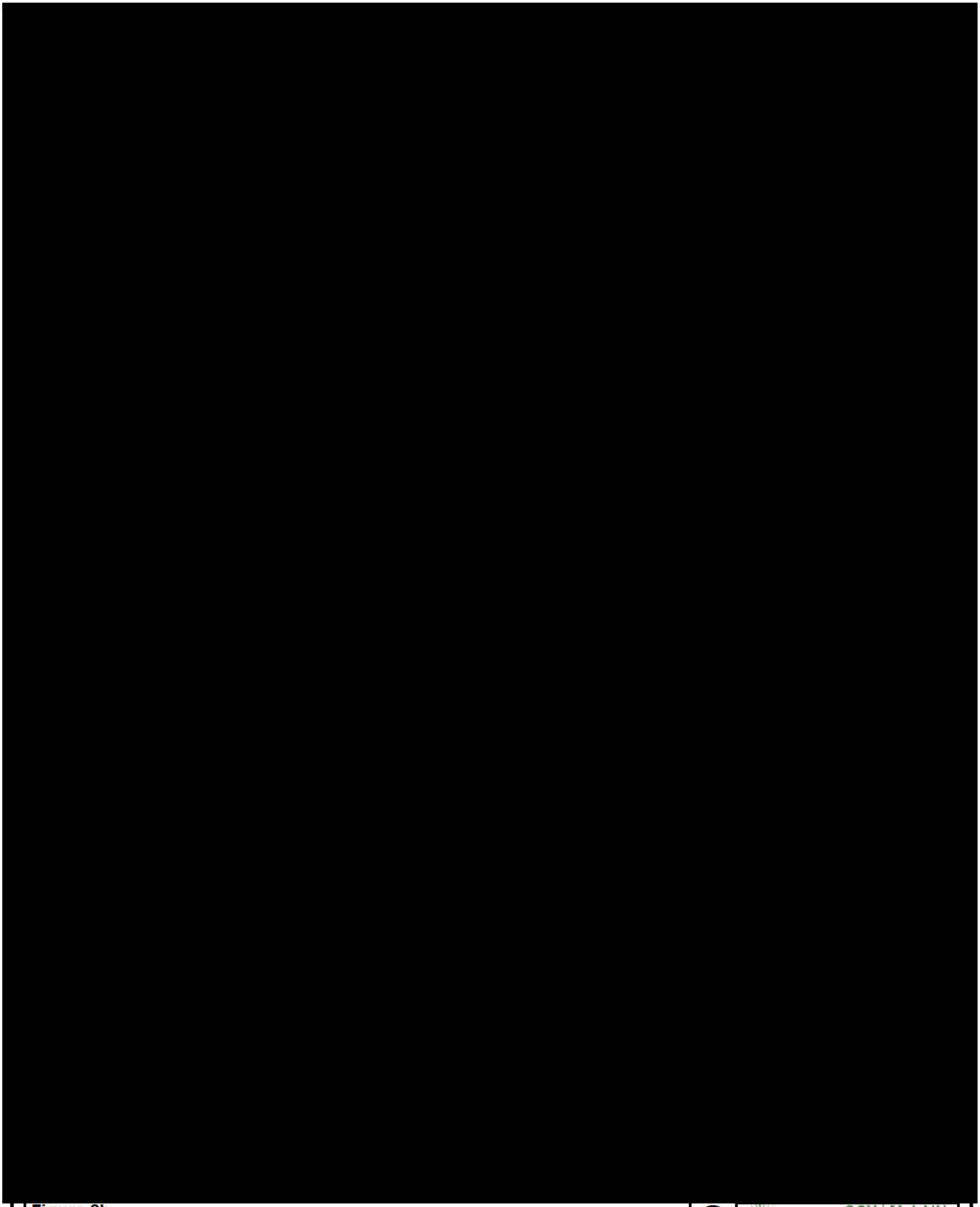


Figure 2b.
Location of Project Area
CR 314 from IH-35 Northbound Frontage Road to east of CR 332 for approximately 2.5 miles

Data Sources: THC (2021), TARL (2020), NHD (2020)
Topographic Source: USGS (2021)
USGS 7.5' Quadrangles: Cobbs Cavern, Jarrell

COX | McLAIN Environmental Consulting

0 2,000 Feet
0 500 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 6/1/2021

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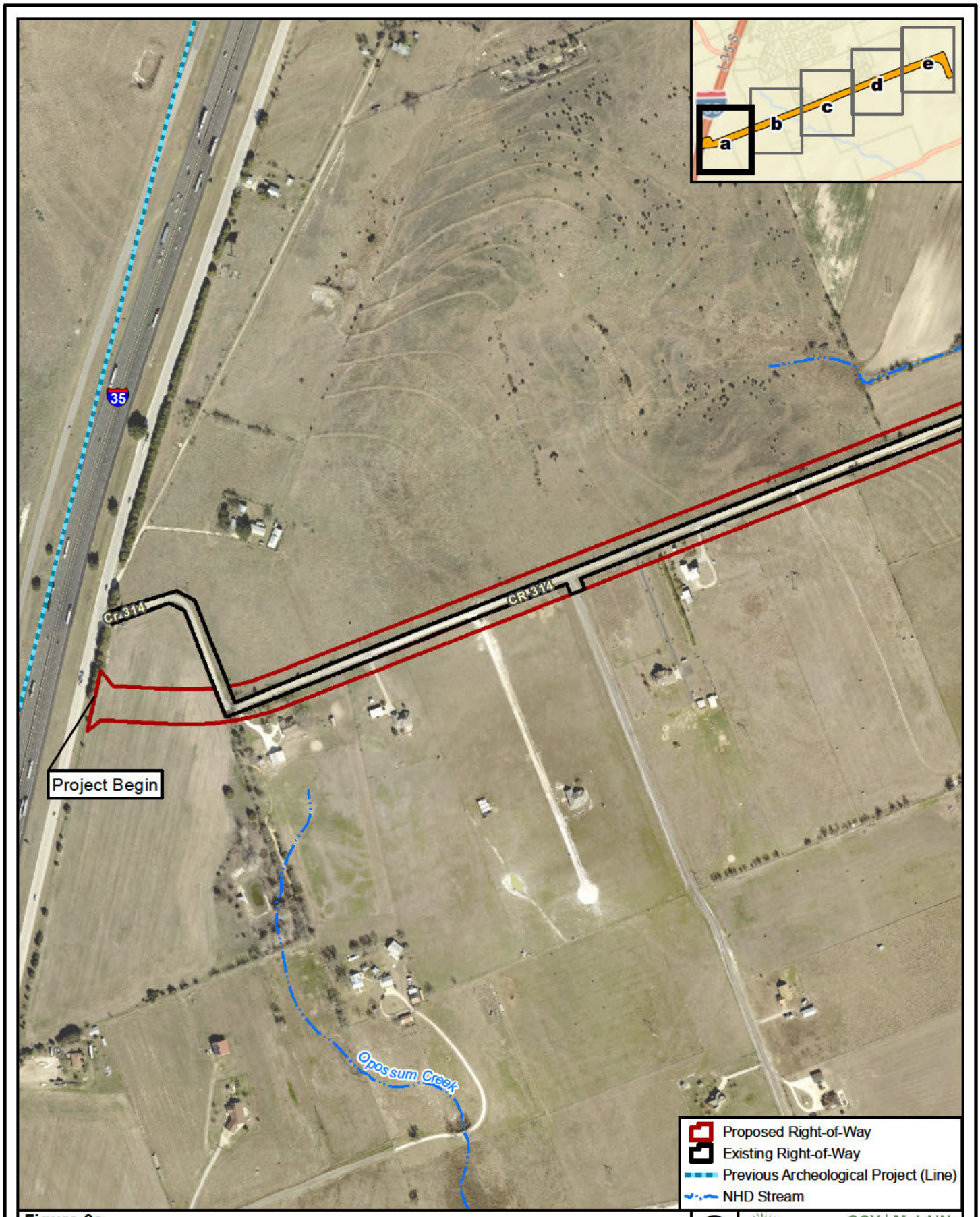


Figure 3a.
Project Area Detail (Aerial Base)
CR 314 from IH-35 Northbound Frontage Road to east of CR 332 for approximately 2.5 miles

Data Sources: TARL (2020), THC (2021), NHD (2020)
Aerial Source: Williamson County (2019)

COX | McLAIN Environmental Consulting

0 500 Feet
0 150 Meters

1 in = 500 feet
Scale: 1:6,000
Date: 7/12/2021

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Figure 3b.
Project Area Detail (Aerial Base)
CR 314 from IH-35 Northbound Frontage Road to east of CR 332 for approximately 2.5 miles

Data Sources: TARL (2020), THC (2021), NHD (2020)
Aerial Source: Williamson County (2019)

COX | McLAIN Environmental Consulting

0 500 Feet
0 150 Meters

1 in = 500 feet
Scale: 1:6,000
Date: 7/12/2021

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Figure 3c.
Project Area Detail (Aerial Base)
CR 314 from IH-35 Northbound Frontage Road to east of CR 332 for approximately 2.5 miles

Data Sources: TARL (2020), THC (2021), NHD (2020)
Aerial Source: Williamson County (2019)

COX | McLAIN Environmental Consulting

0 500 Feet
0 150 Meters

1 in = 500 feet
Scale: 1:6,000
Date: 7/12/2021

G:\Projects\Williamson_County\CR_314\CR314_Arch_Figure 3_APE Detail_20210712_AM.mxd



Figure 3d.
Project Area Detail (Aerial Base)
CR 314 from IH-35 Northbound Frontage Road to east of CR 332 for approximately 2.5 miles

Data Sources: TARL (2020), THC (2021), NHD (2020)
Aerial Source: Williamson County (2019)

COX | McLAIN Environmental Consulting

0 500 Feet
0 150 Meters

1 in = 500 feet
Scale: 1:6,000
Date: 7/12/2021

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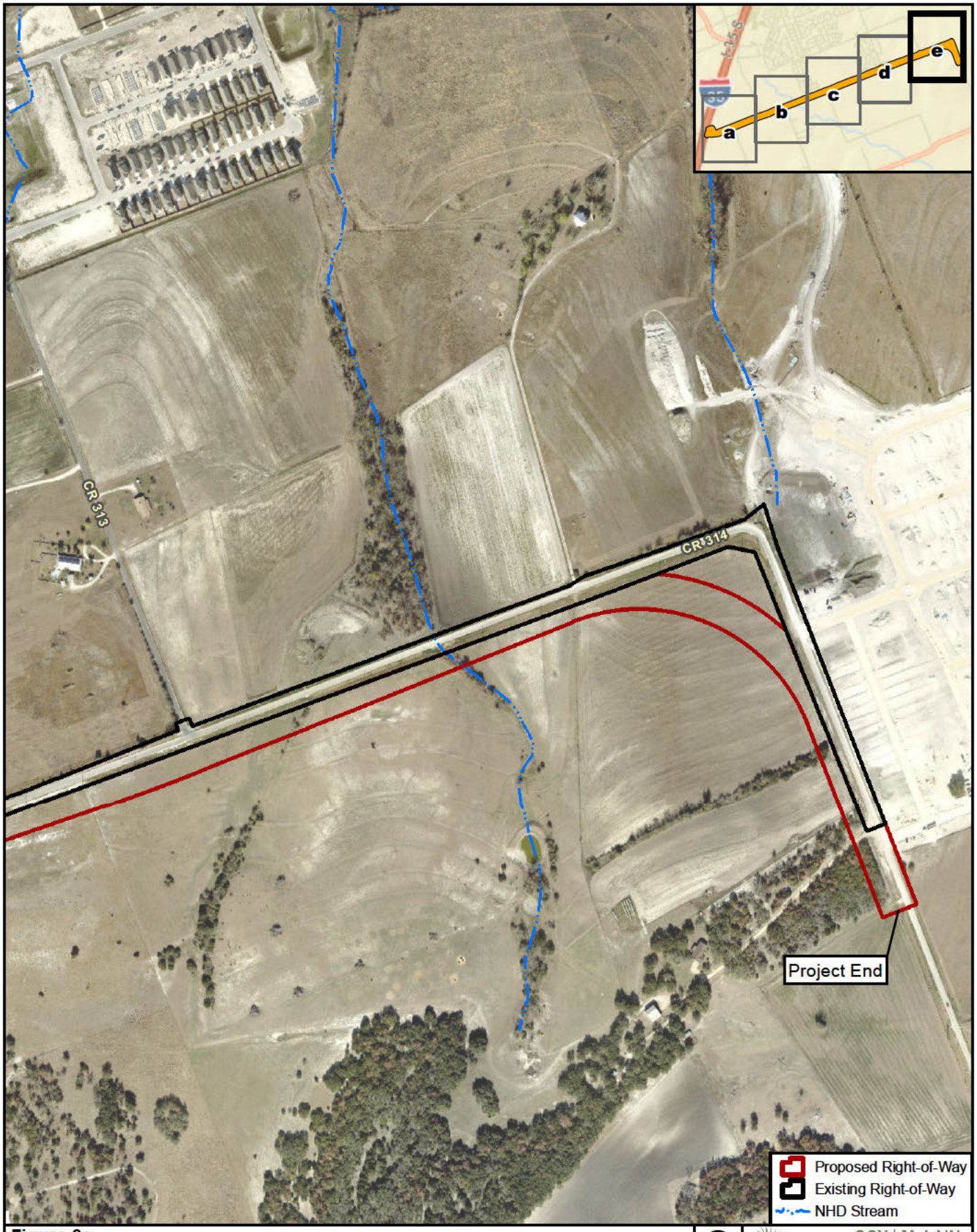


Figure 3e.
Project Area Detail (Aerial Base)
CR 314 from IH-35 Northbound Frontage Road to east of CR 332 for approximately 2.5 miles

Data Sources: TARL (2020), THC (2021), NHD (2020)
Aerial Source: Williamson County (2019)

COX | McLAIN Environmental Consulting

0 500 Feet
0 150 Meters

1 in = 500 feet
Scale: 1:6,000
Date: 7/12/2021

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Commissioners Court - Regular Session **63.**

Meeting Date: 12/07/2021

CR 100/CR 118 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 Christy D. Noren and Jenny E. Noren, Co-Trustees of the John W. Noren Family Trust for right of way needed on the CR 100/CR 118 project (Parcel 5). Funding Source: LRTP 457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Noren Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2021 04:10 PM
Form Started By: Charlie Crossfield		Started On: 12/01/2021 11:40 AM
Final Approval Date: 12/01/2021		

REAL ESTATE CONTRACT

County Road 100/118 Right of Way—Parcel 5

THIS REAL ESTATE CONTRACT ("Contract") is made by **CHRISTY D. NOREN and JENNY E. NOREN, CO-TRUSTEES OF THE JOHN W. NOREN FAMILY TRUST** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 1.273 acre (55,443 square foot) parcel of land out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 5**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of ONE HUNDRED TWENTY THOUSAND FIVE HUNDRED THIRTY-TWO and 00/100 Dollars ($120,532.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

See Addendum to Article IV attached hereto and incorporated herein.

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 Longhorn Title Company on or before December 31, 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.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

ADDENDUM TO ARTICLE IV

3. All references in Article IV or elsewhere in this Contract to "Seller's knowledge" or "Seller's actual knowledge" or the "best of Seller's knowledge" (i) shall refer solely to the actual knowledge (as opposed to constructive, deemed or imputed knowledge) of Christy D. Noren and Jenny E. Noren as Co-Trustees of the John W. Noren Family Trust, (ii) shall not be construed to refer to the knowledge of any other employee, officer, director, shareholder or agent of Seller or any affiliate of Seller, (iii) shall not impose upon the foregoing individual(s) any duty to investigate the matter to which the actual knowledge, or the absence thereof, pertains and (iv) shall not impose any personal liability upon such person for the inaccuracy of such representation or warranty. Notwithstanding anything in this Contract to the contrary, in the event that any of the Seller's representations or warranties in this Contract becomes untrue or materially inaccurate between the Effective Date and the date of Closing, Seller will promptly notify Purchaser of same before Closing, whereupon Purchaser shall as its sole and exclusive alternative remedies have the right to either (i) terminate this Contract within five (5) days of receipt of notice of such fact by giving written notice of termination to Seller within said period, whereupon the Earnest Money shall be promptly returned to Purchaser and the parties shall have no further obligations hereunder other than the Surviving Obligations, (ii) waive any claim or cause of action relating to such fact and proceed to Closing or (iii) extend the Closing for a period of time not to exceed ten (10) days in order that Seller may attempt to cure the default. If Purchaser fails to notify Seller of such election within five (5) days of its receipt of such notice from Seller, then Purchaser shall be deemed to have elected item (ii) of the preceding sentence. Purchaser shall not have the right to make a claim under any particular representation or warranty of Seller to the extent that, prior to Closing, Purchaser becomes aware that the representation or warranty is not accurate and elects to proceed to close. Seller 's representations and warranties in Article IV shall survive the Closing for a period of one (1) year.

4. **AS IS.** Purchaser acknowledges and agrees that, other than as may be specifically set forth herein, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or futures, of, as to, concerning or with respect to (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including without limitation, the Americans with Disabilities Act and any rules and regulations promulgated thereunder or in connection therewith, and the Texas Architectural Barriers Act and any rules and regulations promulgated thereunder or in connection therewith, (e) the habitability, merchantability or fitness for a particular purpose of the Property, or (f) any other matter with respect to the Property, and specifically that Seller has not made, does not make and specifically disclaims any representations

regarding solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensations and Liability Act of 1980, as amended, and applicable state laws, and regulations promulgated thereunder. Purchaser further acknowledges and agrees that having been given the opportunity to inspect the Property, Purchaser is relying solely on their own investigation of the Property and not on any information provided or to be provided by Seller. Purchaser further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information. Purchaser further acknowledges and agrees that the sale of the Property as provided for herein if made on an "as is, where is" condition and basis "with all faults". Purchaser acknowledges and agrees that the provisions of this paragraph were a material factor in the determination of the purchase price of the Property. The terms of this paragraph will be included in the Deed delivered at closing, will survive closing and will survive any termination of this Contract.

[signature on following pages]

SELLER:

Christy D. Noren Co-Trustee

Christy D. Noren, Co-Trustee of the
John W. Noren Family Trust

Address: 3711 County Road 100
Hutto, Tx. 78634

Date: 11-24-2021

Jenny E Noren, cotrustee

Jenny E. Noren, Co-Trustee of the
John W. Noren Family Trust

Date: 11-24-2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

County: Williamson
Parcel No.: 5
Highway: C.R. 118
Limits: From: C.R. 119
To: Approximately 1,300 feet southeast of the C.R.118/C.R. 100 Intersection

June 28, 2021

PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 1.273 ACRE (55,443 SQ. FT.) PARCEL OF LAND LOCATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 142.38 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CHRISTY D. NOREN AND JENNY E. NOREN, CO-TRUSTEES OF THE JOHN W. NOREN FAMILY TRUST, RECORDED MARCH 2, 2015 IN DOCUMENT NO. 2015015381, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), BEING FURTHER DESCRIBED IN DOCUMENT NO. 1996067073, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 1.273 ACRE (55,443 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 211.71 feet left of County Road 118 (C.R. 118) Engineer's Centerline Station (E.C.S.) 118+76.79 on the existing north right-of-way line of C.R. 100, a variable width right-of-way, no record information found, for the southeast corner of a called 2.78 acre tract of land, described in a deed to Daniel Robert Madueno and Deborah R. Taylor, husband and wife, recorded in Document No. 2012092102, O.P.R.W.C.TX., same being the most southerly southwest corner of said remainder of a called 142.38 acre tract;

THENCE, with the existing north right-of-way line of said C.R. 100, the following two (2) courses and distances:

> S 67°55'55" E, a distance of 98.95 feet to a 1/2-inch iron rod found, for an angle corner of said remainder of a called 142.38 acre tract, and
>
> S 70°48'15" E, a distance of 130.95 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,187,142.42, E=3,168,138.94) set 68.01 feet left of C.R. 118 E.C.S 120+76.36 on the proposed north right-of-way line of C.R. 118, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 68°30'24" E, departing the existing north right-of-way line of said C.R. 100, with the proposed north right-of-way line of said C.R. 118, over and across said remainder of a called 142.38 acre tract, a distance of 1,303.42 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.01 feet left of C.R. 118 E.C.S 133+79.78, on the common line of said remainder of a called 142.38 acre tract and a called 134.57 acre tract of land, described in a deed to Rose K. Anderson and Geraldine R. Almquist, recorded in Document No. 2014080794, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

2) **THENCE** S 21°33'47" E, continuing with the proposed north right-of-way line of said C.R. 118, a distance of 38.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 29.05 feet left of C.R. 118 E.C.S 133+79.83 (1/2-inch iron pipe found but replaced with 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY") on the existing north right-of-way line of said C.R. 100, for the southwest corner of said 134.57 acre tract, same being the southeast corner of said remainder of a called 142.38 acre tract and the parcel described herein;

THENCE departing the proposed north right-of-way line of said C.R. 118, with the existing north right-of-way line of said C.R. 100, the following four (4) courses and distances numbered 3-6:

3) S 68°01'43" W, a distance of 1,042.15 feet to a calculated point, for an angle corner of said remainder of a called 142.38 acre tract and the parcel described herein,

4) S 70°23'43" W, a distance of 199.71 feet to a 1/2-inch iron rod found, for an angle corner of said remainder of a called 142.38 acre tract and the parcel described herein,

5) N 86°49'58" W, a distance of 33.04 feet to a 1/2-inch iron rod found, for an angle corner of said remainder of a called 142.38 acre tract and the parcel described herein, and

6) N 70°48'15" W, a distance of 41.85 feet to the **POINT OF BEGINNING**, and containing 1.273 acres (55,443 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

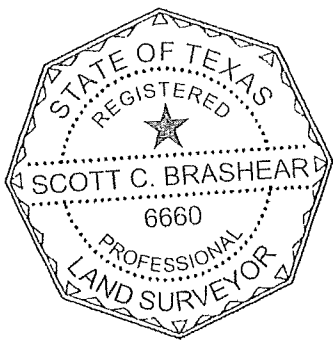
Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0001218190. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

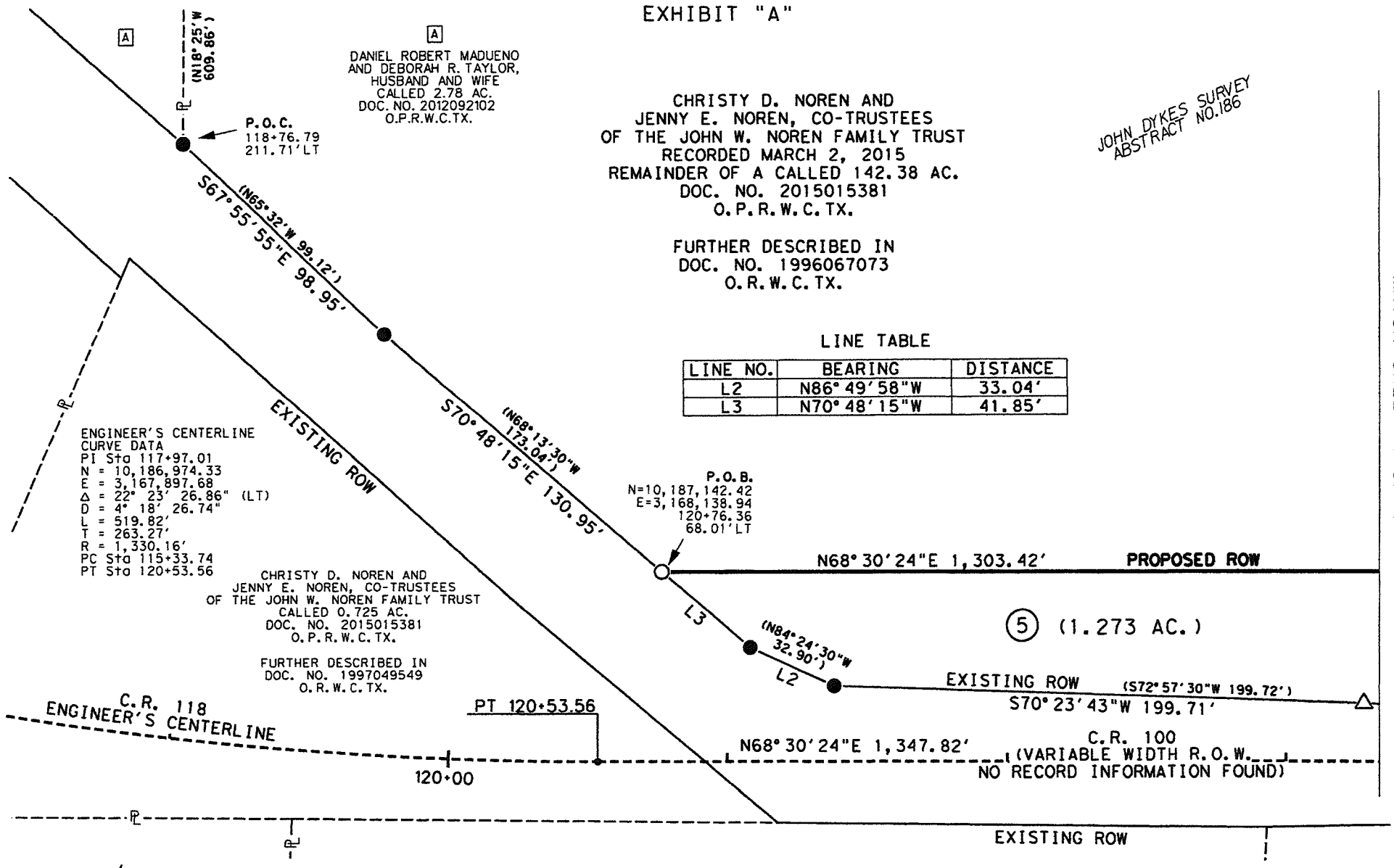
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



6/28/21
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	N86° 49' 58"W	33.04'
L3	N70° 48' 15"W	41.85'

MATCH SHEET 4 OF 7

N

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 48865

FILE:\\saminc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\P-5\P-5_3.dgn

EXISTING	*133.99 AC.	ACQUIRE	1.273 AC.	REMAINING	132.717 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
CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
PARCEL 5
1.273 AC. (55,443 SQ. FT.)

EXHIBIT "A"

MATCH SHEET 3 OF 7

MATCH SHEET 5 OF 7

JOHN DYKES SURVEY
ABSTRACT NO.186

CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
RECORDED MARCH 2, 2015
REMAINDER OF A CALLED 142.38 AC.
DOC. NO. 2015015381
O.P.R.W.C.TX.

FURTHER DESCRIBED IN
DOC. NO. 1996067073
O.R.W.C.TX.

N68°30'24"E 1,303.42' **PROPOSED ROW**

(5) (1.273 AC.)

EXISTING ROW (S70°35'30"W 1,042.22') EXISTING ROW

S68°01'43"W 1,042.15'

C.R. 118
ENGINEER'S CENTERLINE

125+00

C.R. 100
(VARIABLE WIDTH R.O.W.
NO RECORD INFORMATION FOUND)

N68°30'24"E 1,347.82'

EXISTING ROW EXISTING ROW



50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 48865

FILE:\\saminc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\P-5\P-5_4.dgn

EXISTING	*133.99 AC.	ACQUIRE	1.273 AC.	REMAINING	132.717 AC. LEFT

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EXHIBIT "A"

MATCH SHEET 4 OF 7

MATCH SHEET 6 OF 7

JOHN DYKES SURVEY
ABSTRACT NO.186

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RECORDED MARCH 2, 2015
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FURTHER DESCRIBED IN
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N68°30'24"E 1,303.42' **PROPOSED ROW**

(5) (1.273 AC.)

EXISTING ROW (S70°35'30"W 1,042.22') EXISTING ROW

S68°01'43"W 1,042.15'

C.R. 118
ENGINEER'S CENTERLINE
130+00

C.R. 100
(VARIABLE WIDTH R.O.W.
NO RECORD INFORMATION FOUND)

N68°30'24"E 1,347.82'

EXISTING ROW EXISTING ROW



50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 48865

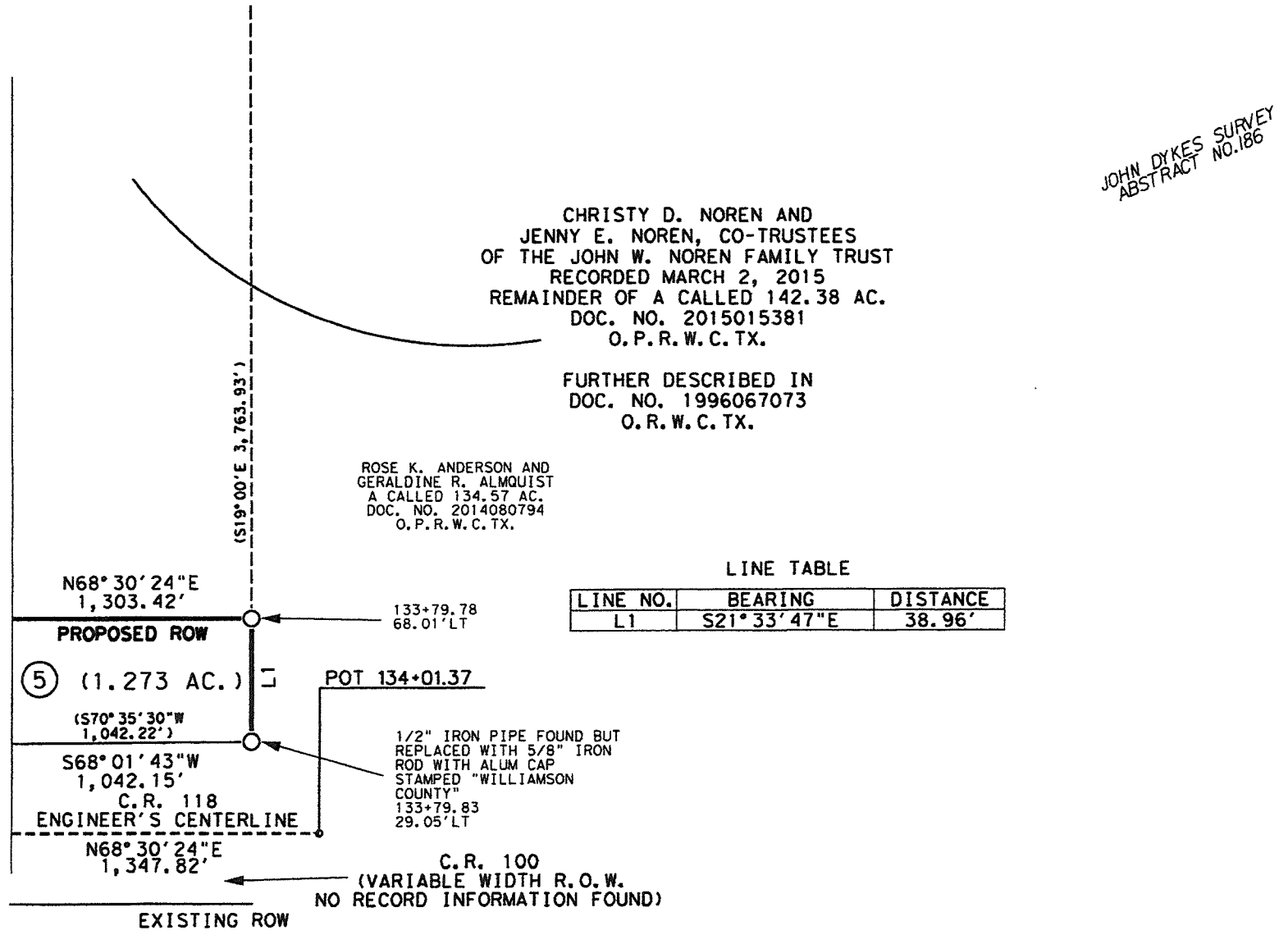
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PARCEL 5
1.273 AC. (55,443 SQ. FT.)

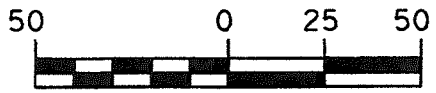
EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S21°33'47"E	38.96'





GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 48865

FILE:\\saminc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\P-5\P-5_6.dgn

EXISTING	*133.99 AC.	ACQUIRE	1.273 AC.	REMAINING	132.717 AC. LEFT

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OF THE JOHN W. NOREN FAMILY TRUST
PARCEL 5
1.273 AC. (55,443 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
●	SPINDLE FOUND
✖	RAILROAD TIE
△	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)
.....	PROPOSED TEMPORARY EASEMENT LINE

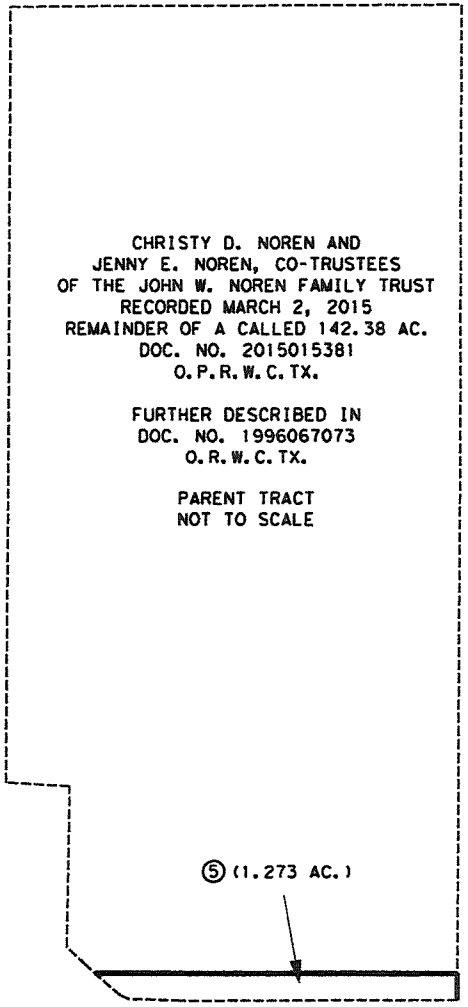
EXHIBIT "A"

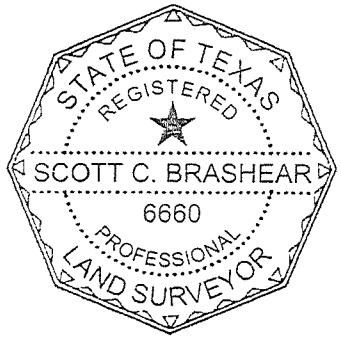


CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
RECORDED MARCH 2, 2015
REMAINDER OF A CALLED 142.38 AC.
DOC. NO. 2015015381
O.P.R.W.C.TX.

FURTHER DESCRIBED IN
DOC. NO. 1996067073
O.R.W.C.TX.

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 1.0001218190. 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 WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 118 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM WILLIAMSON COUNTY ROAD AND BRIDGE. SCHEMATIC RECEIVED BY SAM, LLC. IN JUNE, 2021.
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.

REF. FIELD NOTE NO. 48865

FILE:\\saminc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\P-5\P-5_6.dgn

EXISTING	*133.99 AC.	ACQUIRE	1.273 AC.	REMAINING	132.717 AC. LEFT

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

6/28/21
DATE

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
CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
PARCEL 5
1.273 AC. (55,443 SQ. FT.)

EXHIBIT "B"

Parcel 5

DEED
County Road 100/118 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That the **CHRISTY D. NOREN AND JENNY E. NOREN, CO-TRUSTEES OF THE JOHN W. NOREN FAMILY TRUST**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 1.273 acre (55,443 square foot) parcel of land out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 5**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 100/118.

Grantee acknowledges and agrees that, other than as may be specifically set forth herein, Grantor has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or futures, of, as to, concerning or with respect to (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including without limitation, the Americans with Disabilities Act and any rules and regulations promulgated thereunder or in connection therewith, and the Texas Architectural Barriers Act and any rules and regulations promulgated thereunder or in connection therewith, (e) the habitability, merchantability or fitness for a particular purpose of the Property, or (f) any other matter with respect to the Property, and specifically that Grantor has not made, does not make and specifically disclaims any representations regarding solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensations and Liability Act of 1980, as amended, and applicable state laws, and regulations promulgated thereunder. Grantee further acknowledges and agrees that having been given the opportunity to inspect the Property, Grantee is relying solely on its own investigation of the Property and not on any information provided or to be provided by Grantor. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information. Grantee further acknowledges and agrees that the sale of the Property as provided for herein if made on an "as is, where is" condition and basis "with all faults". Grantee acknowledges and agrees that the provisions of this paragraph were a material factor in the determination of the purchase price of the Property.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

GRANTOR:

_____
Christy D. Noren, Co-Trustee of the
John W. Noren Family Trust

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Christy D. Noren, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Jenny E. Noren, Co-Trustee of the
John W. Noren Family Trust

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Jenny E. Noren, 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 **64.**

Meeting Date: 12/07/2021

Sam Bass 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 3 claims for moving expenses related to the right of way acquisition on Parcel 13. Funding Source: Road Bonds P462
Unit D19 Mark Barrow
Unit 001 Sally Henderson
Unit 115 Ira Daniels

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

D19 claim

Unit 115 claim

Unit 001 claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2021 04:11 PM
Form Started By: Charlie Crossfield		Started On: 12/01/2021 03:03 PM
Final Approval Date: 12/01/2021		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)
Mark Barrow

Parcel No: 13

County: Williamson

Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #D19**

2. Address of Property Acquired by Williamson County:
[redacted] S[redacted]n B[redacted]
[redacted]nd Rock, Texas [redacted]81

[redacted]s [redacted]: [redacted]831-594-8609

3. [redacted]d [redacted]:
[redacted]d

[redacted]Austin, [redacted]TX [redacted]78701

4. Occupancy of Property Acquired by Williamson County:
From (Date): 1/4/2015 To (Date of Move): 11/11/2021

☐ Owner/Occupant ☒ Tenant

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

5. Distance Moved: 24 Miles

7. Mover's Name and Address:
Self-Move based off approved fee schedule

9. Amount of Claim:	
Moving Expenses	$500.00
Total Amount	**$500.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Mark Barrow
Signature Claimant

Date of Claim: 11/15/2021

Mark Barrow
Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 500.00

11-16-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Mark Barrow
Tenant Personal Property Relocation Estimate			Unit Number D19
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]9
Passenger Vehicles		$250.00	[redacted]@yahoo.com
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Mark Barrow

Unit/Space #: D19

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.

Mark Barrow
Signature

Date: 10/30/2021

Signature

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.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Tuesday, November 16, 2021 10:27 AM
To: Danny Jackson
Cc: eric@sambassstorage.com
Subject: Re: Sam Bass Storage Parcel 13 Tenant Move Information

Hi Danny,

- Unit #D19, Mark Barrow - Confirmed, has vacated and ended lease

Thanks,
Michelle

On 2021-11-15 13:40, Danny Jackson wrote:

> Michelle and Eric, Hi
>
> I needed to confirm with you that the following tenant has terminated hi lease agreement:
>
> - Unit #D19, Mark Barrow
>
> Thanks,
>
> Danny
>
> **Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**
>
> **Project Manager**
>
> **Right of Way of Texas, LLC.**
>
> **Cell 512-922-5930**
>
> **danny.jackson@rowtx.com**
>
> **6101 W Courtyard Dr**
>
> **Bldg. 1, Ste. 125**
>
> **Austin, Texas 78730**

RIGHT OF WAY OF TEXAS, LLC

6101 W. Courtyard Drive, Bldg. 1, Ste. 125, Austin, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # D19

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

Mark Barrow — Signature
10/30/2021 — Date

Mark Barrow — Print Name
D19 — UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # D19

Name Mark Barrow

Phone [redacted]9

Email [redacted]m

Date	Comments
11-3-2021	Mark Barrow called in response to our email of 10-30-21 and was asking about moving his motor home. I explained the project and his relocation entitlements he said he would be out by November 30. He said that he was looking for a place to move
11-15-2021 11-16-2021	I told him to let me know when he moved, and I would forward him the needed forms. Emailed claim to tenant for signature. Signed Claim documents returned by Mr. Barrow.
11-17-2021 11-18-2021	Move verified. Claim sent to Sheets and Crossfield for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
IRA L. DANIELS		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #115**

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road [redacted]	[redacted]

[redacted]

From (Date):	To (Date of Move):
04/2019	11/17/2021

☐ Owner/Occupant ☒ Tenant

7. Mover's Name and Address:

Self-Move based off approved fee schedule

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$300.00
Total Amount	**$300.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

11/17/2021 Ira L. Daniels
Signature Claimant

Date of Claim:

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 300.00

11-24-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Ira Daniels
Tenant Personal Property Relocation Estimate			Unit Number 115
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]n
Passenger Vehicles		$250.00	[redacted]2
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: IRA L. DANIELS

Unit/Space #: 115

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.

Ira L Daniels
Signature

Date: 7/26/2021

Signature

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.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Thursday, November 18, 2021 3:17 PM
To: Danny Jackson
Cc: Eric Klingemann
Subject: Re: Sam Bass Storage Unit #115 Tenant Information

Hi Danny,

Yes, Mr. Daniels is confirmed moved out.

Thanks,
Michelle

On Thu, Nov 18, 2021 at 2:52 PM Danny Jackson <danny.jackson@rightofwayoftexas.com> wrote:

> Michelle and Eric, Hi
>
> I needed to confirm with you that the following tenants have terminated their lease agreement:
>
> - Unit #115, Ira Daniels
>
> Thanks,
>
> Danny
>
> **Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**
>
> **Project Manager**
>
> **Right of Way of Texas, LLC.**
>
> **Cell 512-922-5930**
>
> **danny.jackson@rowtx.com**
>
> **6101 W Courtyard Dr**

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 115

Name [redacted]s

[redacted]e [redacted]2

[redacted]il [redacted]m

[redacted]e	Comments
11-17-2021 11-18-2021	Received a call from Ira Daniels letting me know that he had moved his boat. I explained the project and his relocation eligibility. I prepared the claim forms and email to Mr. Daniels for his signature.
11-23-2021 11-24-2021	Verified move Received signed claim forms back from Mr. Daniels. Prepared claim package and sent to Sheets and Crossfield for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)
Sally Henderson
☒ Individual Storage **Unit #001**

Parcel No: 13

County: Williamson

Project: Corridor H/Sam Bass Rd

2. Address of Property Acquired by Williamson County:
4700 Sam Bass Road
Round Rock, Texas 78681

Claimant's Telephone No.: [redacted]

☐ Address Moved To:
1000 W. Lewis [redacted] Rd
[redacted] TX 78681

4. Occupancy of Property Acquired by Williamson County:

From (Date):	To (Date of Move):
4-9-21	10-19-21

☐ Owner/Occupant ☒ Tenant

5. Distance Moved: 5 Miles

7. Mover's Name and Address:
Self-Move based off approved fee schedule

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:

Moving Expenses	$250.00
Total Amount	**$250.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Sally Henderson
Signature Claimant

Date of Claim: 11-15-21 Sally Henderson
Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 250.00 11-22-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Sally Henderson
Tenant Personal Property Relocation Estimate			Unit Number 001
			Comments:
Type of Property		Buehler	[redacted]6
		cost per each	[redacted]m
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Sally Henderson

Unit/Space #: 1

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.

Sally Henderson
Signature

Date: 10-28-21

Sally Henderson
Signature

Date: 10-28-21

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.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Sunday, October 31, 2021 9:34 PM
To: Danny Jackson
Cc: Sam Nassour; eric@sambassstorage.com
Subject: Re: FW: Sam Bass Storage Moves

Hi Danny,

Please see the updates below and let me know if you need more info, thanks. Michelle

- #104, Aliesha Lawhon - Confirmed, moved out
- #084, Shaun Attridge - As of 10/31 NOT moved out, still owes for October and left an engine block in unit
- #061, Jordan Reinke - Confirmed, moved out
- #033, Dell Jordan - Confirmed, moved out
- #015, Jason Minehart - Confirmed, moved out
- #032, Tracy Melnar - Confirmed, moved out
- #051, Chris Hogan - Confirmed, moved out
- #B13, Clint Shelby - Confirmed, moved out
- #035, Delbert Arendale - Confirmed, moved out
- #D17, Sam King - Confirmed, moved out
- #001, Sally Henderson - Confirmed, moved out

On 2021-10-29 14:57, Danny Jackson wrote:

> Michelle, Hi
>
> The ones that I need move out confirmation are
>
> - #104, Aliesha Lawhon
> - #084, Shaun Attridge
> - #061, Jordan Reinke
> - #033, Dell Jordan
> - #015, Jason Minehart
> - #032, Tracy Melnar
> - #051, Chris Hogan
> - #B13, Clint Shelby
> - #035, Delbert Arendale
> - #D17, Sam King
> - #001, Sally Henderson
>
> And the report with the move outs will be great.

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 001

Name [redacted]

[redacted]

[redacted]

Date	Comments
10-25-2021 10-29-2021	Received email from Sally Henderson in response to our email notice sent on 10-22-21 asking about relocation payment. I sent her a reply email explain the project and what here relocation entitlement was for moving her personal property auto/car. I ask her to let me know when she moved and I would provide the needed documents.
10-30-2021 11-01-2021 11-05-2021	Sally Henderson sent me an email letting me know that she was moved. Verified move Prepared and sent Sally Henderson move claim for signature.
11-22-2021	Received back from tenant signed claim documents. Prepared claim package and sent to Sheets and Crossfield for approval and payment.

Commissioners Court - Regular Session **65.**

Meeting Date: 12/07/2021

SE Loop ILA with City of Taylor

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 the City/County Participation in the Design and Construction Costs Related to the Southeast Loop Construction Project with the City of Taylor.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SE Loop ILA with Taylor

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2021 04:28 PM
Form Started By: Charlie Crossfield		Started On: 12/01/2021 04:22 PM
Final Approval Date: 12/01/2021		

INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE SOUTHEAST LOOP CONSTRUCTION PROJECT

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

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the City of Taylor, Texas, a Texas municipal corporation (the "**City**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing the Southeast Loop from the current terminus of CR 138 at SH 130 to north of the intersection of FM 3349 and US 79, the approximate location being shown on Exhibit "A", attached hereto, (the "County Project"); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide consent for the County's design and construction of the County Project with the Taylor city limits. The County Project includes the planning of a future controlled-access facility from SH 130 to north of US 79 and the design and construction of the first phase of segment 1, a three-lane roadway from the current terminus of CR 138 at SH 130 to CR 137 and segment 3, from the FM 3349 intersection with CR 404 to the CR 101 intersection with CR 395, including the overpass at US 79.

II.
CONSTRUCTION OF COUNTY PROJECT

2.01 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, right-of-way acquisitions, utility relocations, and all other costs related to the construction of the County Project.

2.02 Construction Plans. The County will submit the plans and specifications related to the County Project to the City.

2.03 Inspection. The City may inspect all aspects of the County Project that are within the City Limits during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

2.04 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

2.05 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the County Project for those sections of the County Project that lie within the City Limits. The County shall require the contractor to provide performance bonds, and maintenance bonds in favor of the City for the County Project in amounts satisfactory to the City. The County shall transfer any warranties for the County Project within the city limits to the City upon final completion and acceptance of the Project.

III.

CITY OBLIGATIONS

3.01 Permission to Construct. The City agrees to allow the County to construct the County Project within the City's boundaries, including the acquisition of right-of-way, through condemnation or otherwise. The City further agrees to accept maintenance of the County Project within the City limits as shown currently in the attached Exhibit "FM 3349 Maintenance Limits."

3.02 Utility Conflicts. City and County agree to cooperate regarding the location of water and/or wastewater utilities that conflict with the new right-of-way. The City acknowledges that it shall be responsible for all design and construction costs to relocate utility lines if said lines are within existing right-of-way. Conversely, it shall be the County's obligation to pay all design and construction costs for utility relocations if said lines lie within easements held by the City.

IV.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project.

5.03 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.

5.04 Default and Remedies. If City fails to pay for Services under this Agreement, and continues such failure for thirty (30) days after the County provides written notice to cure, City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the plans attached hereto as Exhibit "A."

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 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.

5.09 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:

CITY:	City of Taylor 400 Porter Street Taylor, TX. 76574 Telephone: (512)352-3774 Attn: City Manager
COUNTY:	710 S. Main Street, Georgetown, Texas 78626 Attn: William Gravell, Jr. Telephone: (512) 943-1550 Facsimile: (512) 943-1662

5.10 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.

5.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF TAYLOR, TEXAS

By: B. LaBorde

Name: Brian LaBorde

Its: City Manager

ATTEST:

By: Rocio Lopez
Administrative Assistant

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 29 day of November, 2021, by Brian LaBorde as City Manager of the City of Taylor, a Texas home-rule city, on behalf of said city.

Rocio Lopez
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
Rocio Lopez
My Commission Expires
04/23/2024
ID No 123958431

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

Exhibit "A"

Commissioners Court - Regular Session **66.**

Meeting Date: 12/07/2021

SE Loop ILA with City of Hutto

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 the City/County Participation in the Design and Construction Costs Related to the Southeast Loop (FM 3349) Construction Project with the City of Hutto.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FM 3349 ILA with Hutto

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2021 04:29 PM
Form Started By: Charlie Crossfield		Started On: 12/01/2021 04:25 PM
Final Approval Date: 12/01/2021		

INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO SEGMENT 3 OF THE SOUTHEAST LOOP (FM 3349) CONSTRUCTION PROJECT

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

THIS INTERLOCAL AGREEMENT ("**Agreement"**) is entered into between the City of Hutto, Texas, a Texas municipal corporation (the "**City**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing Segment 3 of the Southeast Loop along existing FM 3349 from CR 404 to CR 395, the approximate location being shown on Exhibit "A", attached hereto, (the "County Project"); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide consent for the County's design and construction of the County Project. The County Project includes the planning of a future controlled-access facility from SH 130 to US 79 and the design and construction of the first phase of Segment 3, a two lane divided roadway along FM 3349 from CR 404 to CR 395.

II.
CONSTRUCTION OF COUNTY PROJECT

2.01 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, right-of-way acquisitions, utility relocations, and all other costs related to the construction of the County Project.

2.02 Construction Plans. The County will submit the plans and specifications related to the County Project to the City.

2.03 Inspection. The City may inspect all aspects of the County Project that are within the City Limits during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

2.04 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

2.05 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the County Project for those sections of the County Project that lie within the City Limits. The County shall require the contractor to provide performance bonds, and maintenance bonds in favor of the City for the County Project in amounts satisfactory to the City. The County shall transfer any warranties for the County Project within the city limits to the City upon final completion and acceptance of the Project.

III.

CITY OBLIGATIONS

3.01 Permission to Construct. The City agrees to allow the County to construct the County Project within the City's boundaries, including the acquisition of right-of-way, through condemnation or otherwise. The City further agrees to accept maintenance of the County Project within the City limits.

3.02 Utility Conflicts. City and County agree to cooperate regarding the location of water and/or wastewater utilities that conflict with the new right-of-way. The City acknowledges that the County shall be responsible for all design and construction costs to relocate utility lines which are (i) waterline facilities within existing right-of-way in the areas or limits as shown on Exhibit A-1 attached hereto; or (ii) any utilities within easements held by the City. The City shall be responsible for all design and construction costs to relocate utility lines which are located within existing right-of-way and which are outside the areas or limits shown on Exhibit A-1.

3.03 City Right-of-Way. The City owns two tracts abutting the proposed right-of-way for the County Project. The two tracts (ROW Tracts, Parcels 63 and 83) are described by metes and bounds in Exhibits "B" and "C". The City agrees to dedicate the ROW Tracts to the County within ten (10) days after receipt of a request for dedication from the County. Additionally, from Parcel 63, the City shall be responsible for dedicating a 25' utility easement to Koch Pipeline Services-Flint Hills Resources, a 50' temporary construction easement to Koch Pipeline Services-Flint Hills Resources and a 20' utility easement

to Jonah SUD. The City agrees to allow the County Project to relocate the existing fence on Parcel 63 and Parcel 83 to the proposed right-of-way line.

IV.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project.

5.03 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.

5.04 Default and Remedies. In the event that the City defaults under this Agreement, and such default is not cured within thirty (30) days after the County provides written notice to cure, County may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 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 the Segment 3 of the County Project shown in the plans attached hereto as Exhibit "A."

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 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.

5.09 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:

CITY:	City of Hutto 500 W. Live Oak Hutto, TX 78634 Attn: City Manager
COUNTY:	710 S. Main Street, Georgetown, Texas 78626 Attn: William Gravell, Jr. Telephone: (512) 943-1550 Facsimile: (512) 943-1662

5.10 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.

5.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF HUTTO, TEXAS

By: _____

Name: Matt Wojnowski

Its: Acting City Manager

ATTEST:

By: _____

Holly Nagy, _____ City Secretary

APPROVED AS TO FORM:

By: _____

Name: Dorothy Palumbo

Title: Assistant City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 1st day of December,2021 by Matt Wojnowski as Acting City Manager of the City of Hutto, a Texas home-rule city, on behalf of said city.

HOLLY NAGY
Notary Public, State of Texas
Comm. Expires 10-03-2025
Notary ID 129581326

_____
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

Exhibit "A"

EXHIBIT "A"

Document Path: X:\61272_WilcoDesign\Plan\GIS\Techprod\GIS\MXD\EXHIBIT\Projects_Individual\SE Loop\SE_Loop_2.mxd

Limmer Loop

Precinct 4

Carpenter Dr

BRUSHY CREEK

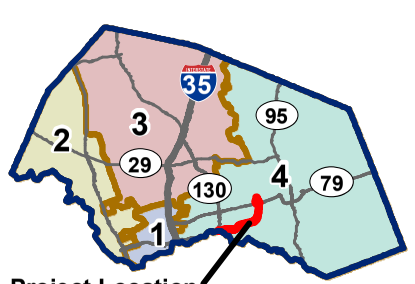
BOGGY CREEK

Williamson County

Travis County

79 130 TOLL 101 395 401 404 973 132 134 137 3349 1660





Southeast Loop
SH 130 to US 79

WILLIAMSON COUNTY 1848

- Segment 1
- Segment 2
- Segment 3
- Williamson County Boundary
- Parks and Open Spaces
- Flood Hazard Area (FEMA)
- Rivers/Streams
- Roadways

N W E S

0 0.5 1
Miles

EXHIBIT "A-1"

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\40_FM3349_Hutto\DESIGN\C-001-COVR.dwg -- Tab: COVR -- Plotted: 11/17/2021 11:05 AM By: KRISTEN VAN HOOSIER

SUMMARY OF SHEET INDEX:

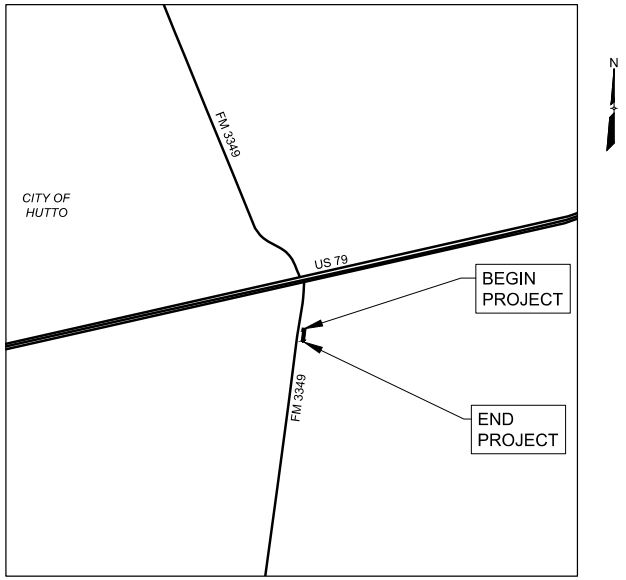
C-001	COVER
C-002	GENERAL NOTES
C-100	KEY MAP
C-201	WATER LINE A PLAN AND PROFILES
C-601 TO C-603	WATER STANDARD DETAILS

WILLIAMSON COUNTY
1848

FM 3349 HUTTO 16" WATER MAIN RELOCATION

TOTAL LENGTH OF PROJECT: 250 LF
PROJECT LIMITS: ALONG FM 3349, 700 LF SOUTH OF FM 3349 AND US 79

RELOCATION OF 16" WATER MAIN WITH VALVES, APPURTENANCES, ENCASEMENT PIPE, INCLUDING CONNECTIONS ONTO EXISTING 16" MAIN



VICINITY MAP
(NOT TO SCALE)

UTILITIES

CITY OF HUTTO ENGINEERING
500 W. LIVE OAK ST
HUTTO, TX 78634
512-759-5989

REV. NO.	REVISION DESCRIPTION	(C)ORRECT, (A)DD, (V)OID SHEET NUMBERS	APPR'D BY:	DATE

OWNER INFORMATION

OWNER:
CITY OF HUTTO
500 W LIVE OAK ST
HUTTO, TEXAS 78634

CONTACT:
WADE BENTON, P.E.
512-759-5979

DESIGNER:
COBB FENDLEY
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752

CONTACT:
KRISTEN VAN HOOSIER, P.E.
512-834-9798

SUBMITTED FOR APPROVAL:

KRISTEN VAN HOOSIER, P.E. DATE
COBBFENDLEY, INC.

APPROVALS:

WADE BENTON, P.E. DATE
CITY OF HUTTO

CobbFendley
TBPELS NO. 274
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

EXHIBIT B1
PROPERTY DESCRIPTION FOR PARCEL 63

DESCRIPTION OF A 3.948 ACRE (171,971 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.00 ACRE TRACT OF LAND 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, SAID 3.948 ACRE (171,971 SQUARE FOOT) TRACT 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=10,166,487.34 E=3,191,963.27 TxSPC Zone 4203) set, being in the northerly boundary line of said 10.00 acre tract, same being the easterly boundary line of that called remainder of the 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 in the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), for the northwesterly 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 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 with said common boundary line, N 82°33'34" W, at a distance of 599.27 feet;

1) **THENCE**, departing said proposed westerly ROW line, with said common boundary line, **S 82°33'34" E,** for a distance of **300.71** feet to an iron rod with plastic cap stamped "RPLS 3819" found in the existing westerly ROW line of F.M. 3349 (100' ROW width), being in the westerly line of that called 7.2773 acre ROW tract described in Deed to the State of Texas recorded in Volume 669, Page 359 of the Deed Records of Williamson County, Texas, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract, also being the northeasterly corner of said 10.00 acre tract, for the northeasterly corner of the herein described parcel;

2) **THENCE,** with said existing westerly ROW line and the westerly line of said 7.2773 acre ROW tract, same being the easterly boundary line of said 10.00 acre tract, **S 07°26'05" W,** for a distance of **486.93** feet to an iron rod with plastic cap stamped "RPLS 3819" found, being the southeasterly 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, for the southeasterly corner of the herein described parcel, and from which, an iron rod found in the northerly line of that called 0.84 acre tract of land (20 foot wide lane) described in Volume 347, Page 145 (Tract No. 3) and cited as being an access easement in Volume 1066, Pg. 459, both of the Deed Records of Williamson County, Texas bears S 38°13'07" W, at a distance of 11.82 feet and also from which, an iron rod found with plastic cap (unreadable) found, being the southeasterly corner of said remainder of the 64.814 acre tract and said 0.84 acre lane, same being the northeasterly corner of that called 92.278 acre tract of land described in Special Trust Distribution Warranty Deed to Walnut Corner, LLC recorded in Document No. 2003043723 of the Official Public Records of Williamson County, Texas in said existing westerly ROW line bears S 07°26'05" W, at a distance of 30.00 feet;

3) **THENCE**, departing said existing westerly ROW line, with the common boundary line of said 10.00 acre tract and said remainder of the 64.814 acre tract, **N 82°11'30" W,** for a distance of **415.63** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line of said F.M. 3349, for the southwesterly 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 N 82°11'30" W, at a distance of 484.40 feet;

4) **THENCE**, with said proposed westerly ROW line, through the interior of said 10.00 acre tract, along a curve to the left, having a delta angle of **05°37'56",** a radius of **5,065.00** feet, passing at an arc length of 29.00 feet an iron rod with aluminum cap stamped "ADL" set for the beginning of an Access Denial Line, and continuing with said ADL for a total arc length of **497.90** feet and a chord which bears **N 20°47'01" E,** for a distance of **497.70** feet to the end of said Access Denial Line and the **POINT OF BEGINNING**, containing 3.948 acre, (171,971 square feet) of land, more or less.

Control of Access Clause:

Access will be prohibited across the 468.90 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.

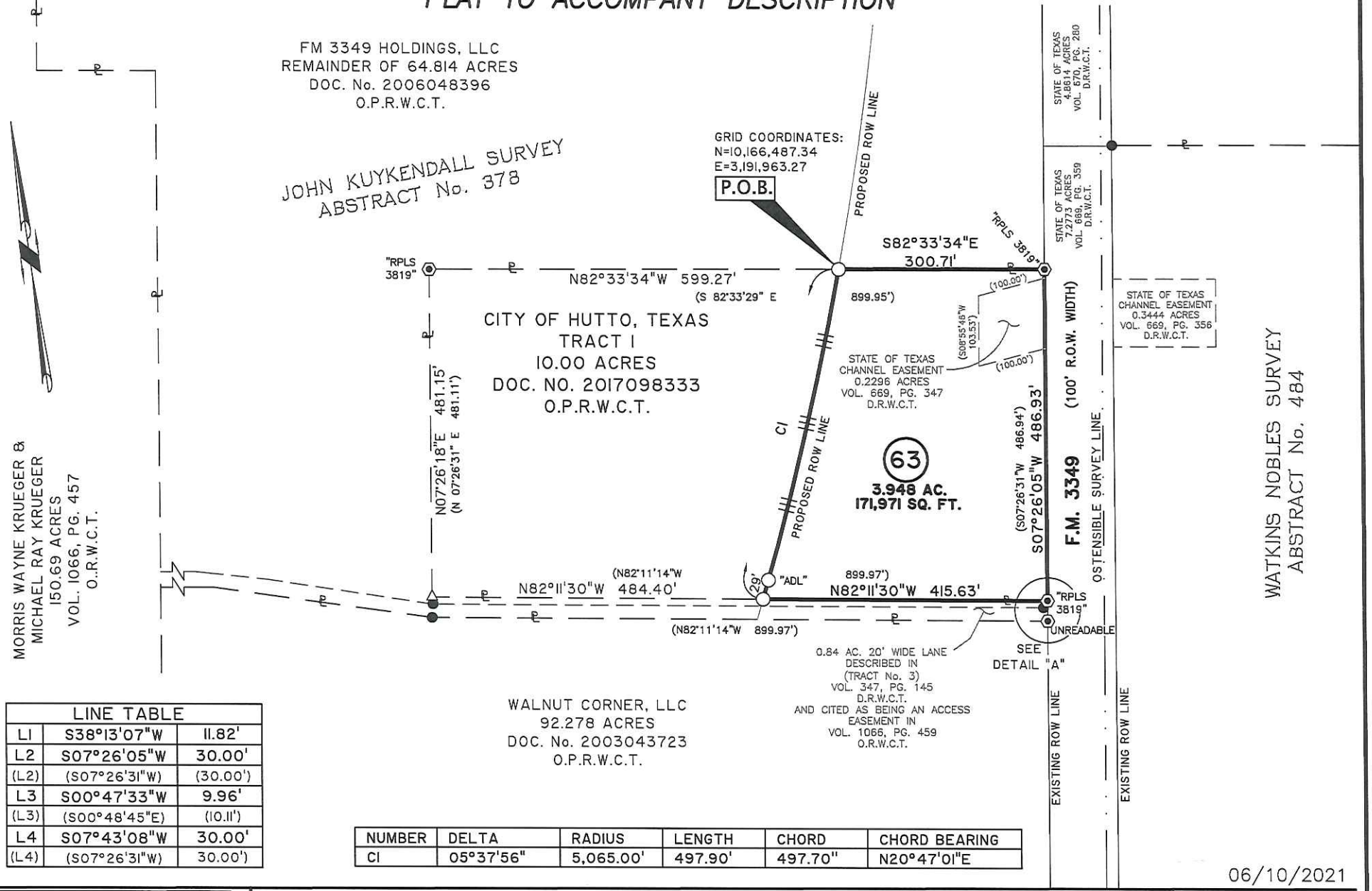
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 23 June 2021
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

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT ___
PLAT TO ACCOMPANY DESCRIPTION



LINE TABLE		
LI	S38°13'07"W	11.82'
L2	S07°26'05"W	30.00'
(L2)	(S07°26'31"W)	(30.00')
L3	S00°47'33"W	9.96'
(L3)	(S00°48'45"E)	(10.11')
L4	S07°43'08"W	30.00'
(L4)	(S07°26'31"W)	30.00')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	05°37'56"	5,065.00'	497.90'	497.70"	N20°47'01"E

06/10/2021

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

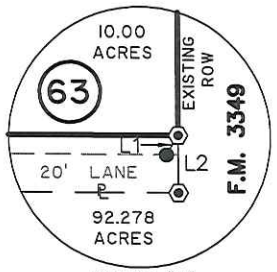
CITY OF HUTTO, TEXAS

PARCEL 63

SCALE		PROJECT	
1" = 200'	WILLIAMSON COUNTY	FM 3349	PAGE 3 OF 4

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 63-CITY OF HUTTO\PARCEL 63-CITY OF HUTTO.dwg

EXHIBIT ___
PLAT TO ACCOMPANY DESCRIPTION



DETAIL "A"
N.T.S.

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET UNLESS NOTED OTHERWISE
⊛	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" 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

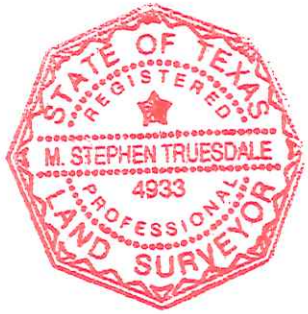
1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83,CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT 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



06/10/2021

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

CITY OF HUTTO, TEXAS

SCALE		PROJECT	
1" = 200'	WILLIAMSON COUNTY	FM 3349	PARCEL 63

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 63-CITY OF HUTTO\PARCEL 63-CITY OF HUTTO.dwg

EXHIBIT B2
PROPERTY DESCRIPTION FOR PARCEL 63 - G.E.

DESCRIPTION OF A 0.286 ACRE (12,444 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.00 ACRE TRACT OF LAND 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, SAID 0.286 ACRE (12,444 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated corner (Grid Coordinates determined as N=10,166,493.27 E=3,191,917.89 TxSPC Zone 4203) set, being in the northerly boundary line of said 10.00 acre tract, same being the easterly boundary line of that called remainder of the 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 northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "RPLS 3819, 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" E, at a distance of 553.49 feet;

1) **THENCE**, with said common boundary line, **S 82°33'34" E,** for a distance of **25.43** feet to a calculated point, being the northwesterly corner of a proposed 20 foot wide waterline easement, for the northeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "ROW 4933" set in the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being the northeasterly corner of said proposed 20 foot wide waterline easement, bears with said common boundary line, S 82°33'34" E, at a distance of 20.34 feet;

2) **THENCE,** departing said 64.814 acre tract, through the interior of said 10.00 acre tract, with the westerly line of said proposed 20 foot wide waterline easement, along a curve to the right, having a delta angle of **05°39'16",** a radius of **5,045.00** feet, an arc length of **497.87** feet and a chord which bears **S 20°50'12" W,** for a distance of **497.67** feet to a calculated point in the southerly boundary line of said 10.00 acre tract, same being in said easterly boundary line of the remainder of the 64.814 acre tract, being the southwesterly corner of said proposed 20 foot wide waterline easement, for the southeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "ROW 4933" set in said proposed westerly ROW line of F.M. 3349, being the southeasterly corner of said proposed 20 foot wide waterline easement, bears with said common boundary line, S 82°11'30" E, at a distance of 20.79 feet;

3) **THENCE**, departing said proposed waterline easement, with the common boundary line of said 10.00 acre tract and said remainder of the 64.814 acre tract, **N 82°11'30" W,** for a distance of **25.99** feet to a calculated point, for the southwesterly 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 N 82°11'30" W, at a distance of 437.62 feet;

4) **THENCE**, departing said 64.814 acre tract, through the interior of said 10.00 acre tract, along a curve to the left, having a delta angle of **05°40'56",** a radius of **5,020.00** feet, an arc length of **497.84** feet and a chord which bears **N 20°54'14" E,** for a distance of **497.64** feet to the **POINT OF BEGINNING**, containing 0.286 acre, (12,444 square feet) of land, more or less.

NOTE: There is also a 50 foot wide Temporary Construction Easement (T.C.E.) parallel and westerly of Call 4 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.

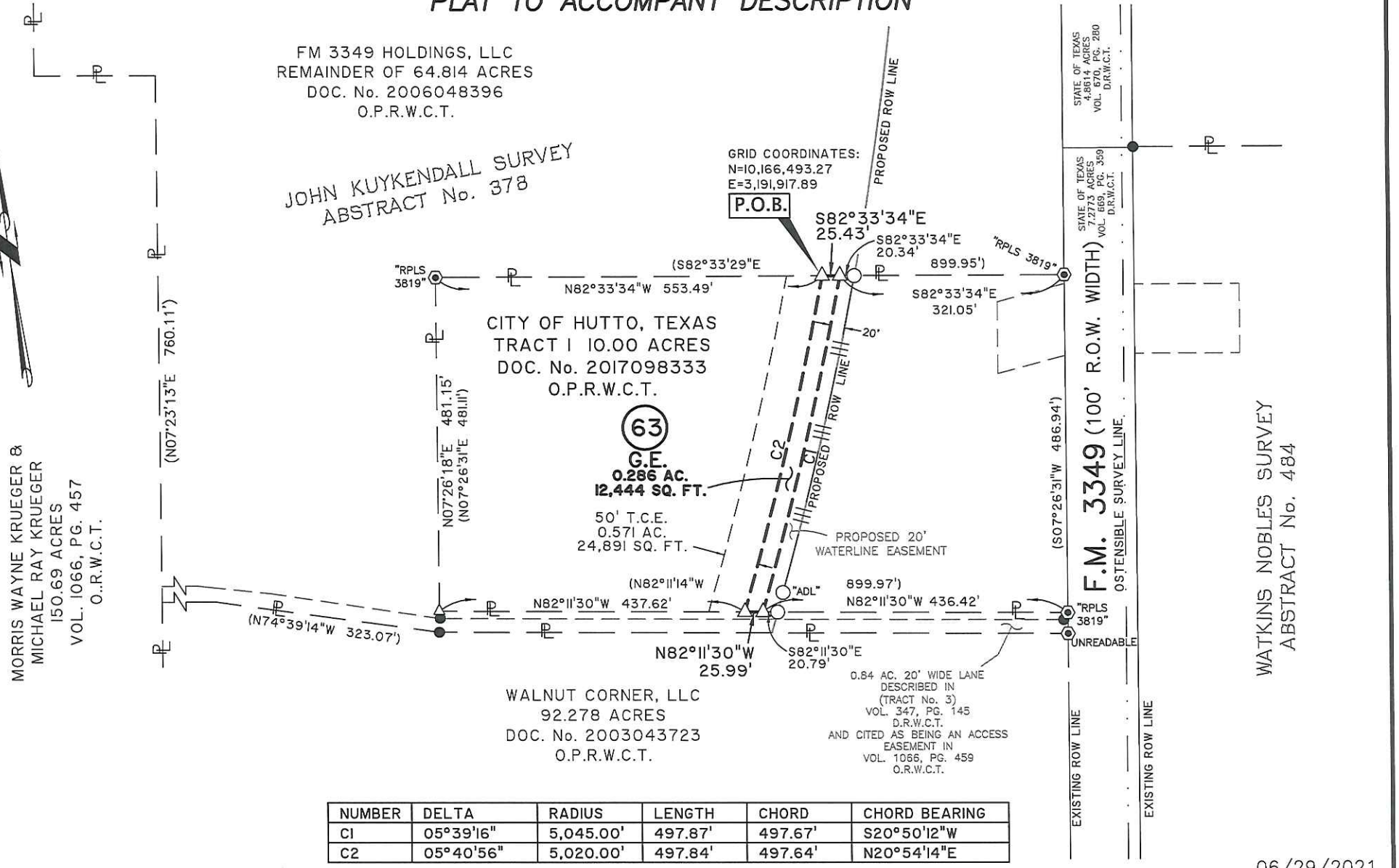
M. Stephen Truesdale — 9 July 2021

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	05°39'16"	5,045.00'	497.87'	497.67'	S20°50'12"W
C2	05°40'56"	5,020.00'	497.84'	497.64'	N20°54'14"E

06/29/2021

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

CITY OF HUTTO, TEXAS

SCALE
1" = 200'

WILLIAMSON COUNTY

PROJECT
FM 3349

PARCEL 63
G.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 63-CITY OF HUTTO\GAS\PARCEL 63-CITY OF HUTTO-GE.dwg

EXHIBIT ___

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
℄	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

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.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 9 July 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

06/29/2021

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

CITY OF HUTTO, TEXAS

SCALE 1" = 200'

WILLIAMSON COUNTY

PROJECT FM 3349

PARCEL 63
G.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 63-CITY OF HUTTO\GAS\PARCEL 63-CITY OF HUTTO-GE.dwg

EXHIBIT B3
PROPERTY DESCRIPTION FOR PARCEL 63-W.E.

DESCRIPTION OF A 0.229 ACRE (9,959 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.00 ACRE TRACT OF LAND 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, SAID 0.229 ACRE (9,959 SQUARE FOOT) TRACT 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=10,166,487.34 E=3,191,963.27 TxSPC Zone 4203) set, in the northerly boundary line of said 10.00 acre tract, being the easterly boundary line of that called remainder of the 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, same being the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), and the beginning of an Access Denial Line "ADL", 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, in the existing westerly ROW line of F.M. 3349 (100' ROW width), being the northeasterly 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, S 82°33'34" E, at a distance of 300.71 feet;

1) **THENCE**, departing said remainder of the 64.814 acre tract, with said proposed westerly ROW line and said ADL, through the interior of said 10.00 acre tract, along a curve to the right, having a delta angle of **05°37'56",** a radius of **5,065.00** feet, passing at an arc length of 468.90 feet an iron rod with aluminum cap stamped "ADL" set for the end of said Access Denial Line, and continuing for a total arc length of **497.90** feet and a chord which bears **S 20°47'01" W,** for a distance of **497.70** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said 10.00 acre tract, for the southeasterly corner 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 said existing westerly ROW line of F.M. 3349, 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;

2) **THENCE**, departing said proposed westerly ROW line, with the common boundary line of said 10.00 acre tract and said remainder of the 64.814 acre tract, **N 82°11'30" W,** for a distance of **20.79** feet to the calculated southwesterly corner of the herein described parcel;

3) **THENCE**, departing said remainder of the 64.814 acre tract, through the interior of said 10.00 acre tract, along a curve to the left, having a delta angle of **05°39'16",** a radius of **5,045.00** feet, an arc length of **497.87** feet and a chord which bears **N 20°50'12" E,** for a distance of **497.67** feet to the calculated point in the northerly boundary line of said 10.00 acre tract, same being in said easterly boundary line of the remainder of the 64.814 acre tract, for the northwesterly 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;

4) **THENCE**, with said common boundary line, **S 82°33'34" E,** for a distance of **20.34** feet to the **POINT OF BEGINNING**, containing 0.229 acre, (9,959 square feet) of land, more or less.

Control of Access Clause:

Access will be prohibited across the 468.90 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
S:/_ HDR-PROJECTS/FM 3349 OVERPASS/PARCELS/PARCEL 63 – CITY OF HUTTO-JONAH WATER EASE.doc

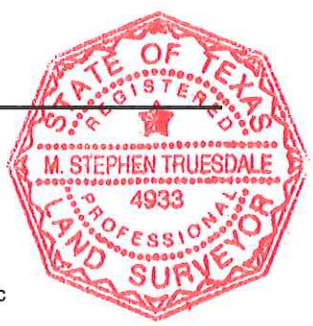
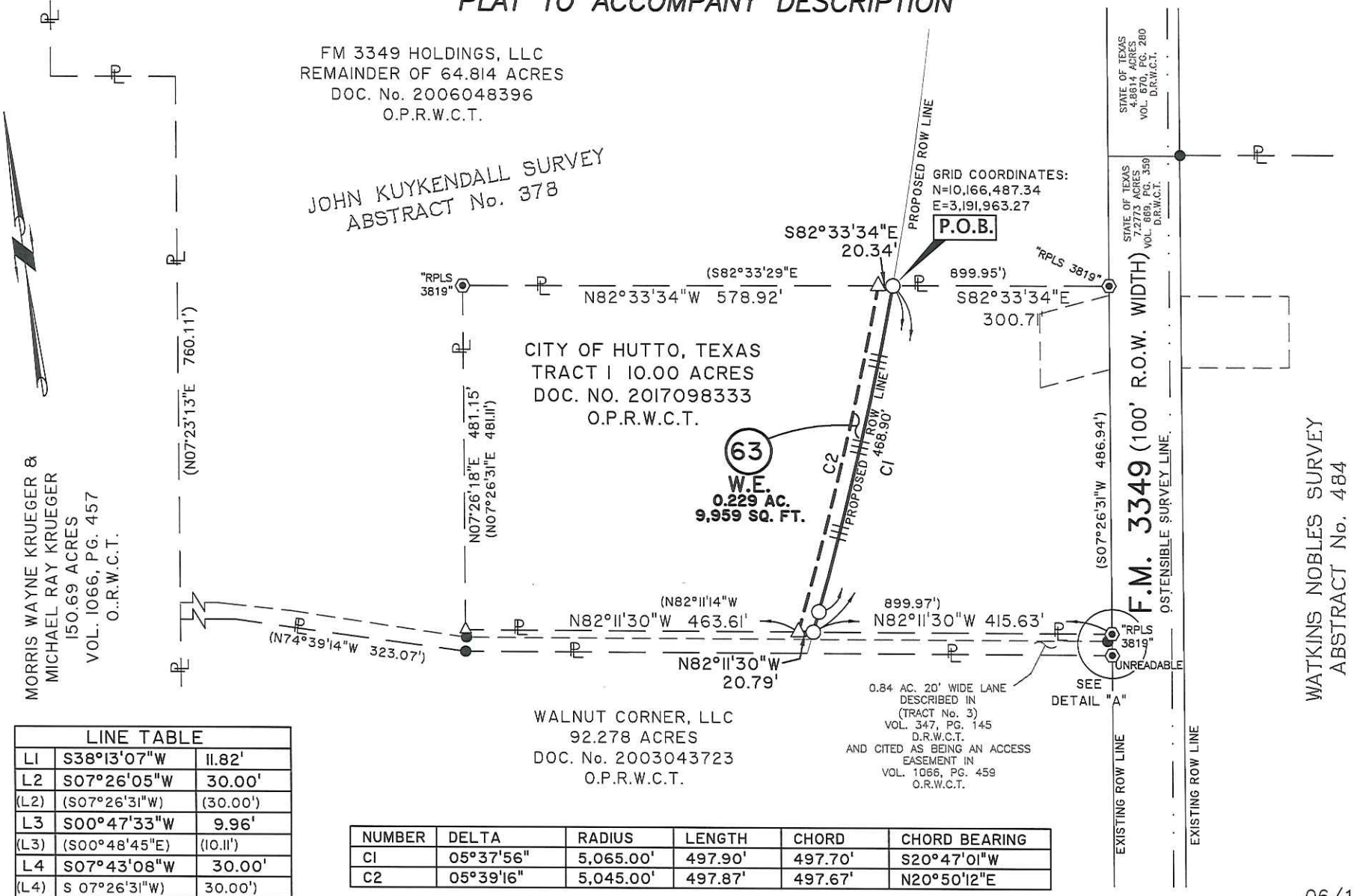


EXHIBIT ____

PLAT TO ACCOMPANY DESCRIPTION



LINE TABLE		
L1	S38°13'07"W	11.82'
L2	S07°26'05"W	30.00'
(L2)	(S07°26'31"W)	(30.00')
L3	S00°47'33"W	9.96'
(L3)	(S00°48'45"E)	(10.11')
L4	S07°43'08"W	30.00'
(L4)	S 07°26'31"W)	30.00')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05°37'56"	5,065.00'	497.90'	497.70'	S20°47'01"W
C2	05°39'16"	5,045.00'	497.87'	497.67'	N20°50'12"E

06/10/2021

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

CITY OF HUTTO, TEXAS

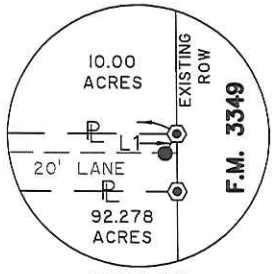
SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	FM 3349

PARCEL 63
W.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 63-CITY OF HUTTO\JONAH\PARCEL 63-CITY OF HUTTO-WE.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION



DETAIL "A"
N.T.S.

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
℄	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

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.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT 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



06/10/2021

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

CITY OF HUTTO, TEXAS

SCALE		PROJECT	
1" = 200'	WILLIAMSON COUNTY	FM 3349	PARCEL 63 W.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 63-CITY OF HUTTO\JONAH\PARCEL 63-CITY OF HUTTO-WE.dwg

EXHIBIT C1
PROPERTY DESCRIPTION FOR PARCEL 83

DESCRIPTION OF A 0.113 ACRE (4,920 SQUARE FOOT), TRACT OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 AND THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.00 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO THE CITY OF HUTTO RECORDED IN DOCUMENT NO. 2003011596 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.113 ACRE (4,920 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,175,651.43, E=3,193,627.35 TxSPC Zone 4203) set, in the proposed easterly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being in the westerly boundary line of the northerly west remainder of that called 193.41 acre tract of land described in Special Warranty Deed to RCR Taylor Land L.P. recorded in Document No. 2018058726 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 "SAM INC." found, being the southeasterly corner of said 5.00 acre tract, same being an ell corner in the westerly boundary line of said northerly west remainder tract bears S 82°37'54" E, at a distance of 393.68 feet;

1) **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said northerly west remainder tract and said 5.00 acre tract,, **N 82°37'54" W,** for a distance of **43.24** feet to an iron rod with plastic cap stamped "SAM INC." found in the existing easterly ROW line of F.M. 3349 (100' ROW width), being in the easterly line of that called 3.2375 acre ROW tract described in Deed to the State of Texas recorded in Volume 673, Page 200 of the Deed Records of Williamson County, Texas, same being an ell corner in the westerly boundary line of said northerly west remainder tract, also being the southwesterly corner of said 5.00 acre tract, for the southwesterly corner of the herein described tract;

2) **THENCE,** with said existing easterly ROW line, being the easterly line of said 3.2375 acre tract, same being the westerly boundary line of said 5.00 acre tract, **N 07°16'48" E,** at a distance of 59.98 feet, pass a TxDOT Type 1 concrete monument found, and continuing for a total distance of **227.59** feet to an iron rod with aluminum cap stamped "ROW 4933" set at the intersection of said existing easterly ROW line and said proposed easterly ROW line, for the northerly corner of the herein described tract, and from which, an iron rod with plastic cap stamped "VARA" found bears N 07°16'48" E, at a distance of 271.15 feet, being the northwesterly corner of said 5.00 acre tract;

3) **THENCE**, departing said existing easterly ROW line, with said proposed easterly ROW line, **S 03°28'24" E,** for a distance of **231.72** feet to the **POINT OF BEGINNING**, containing 0.113 acre, (4,920 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.

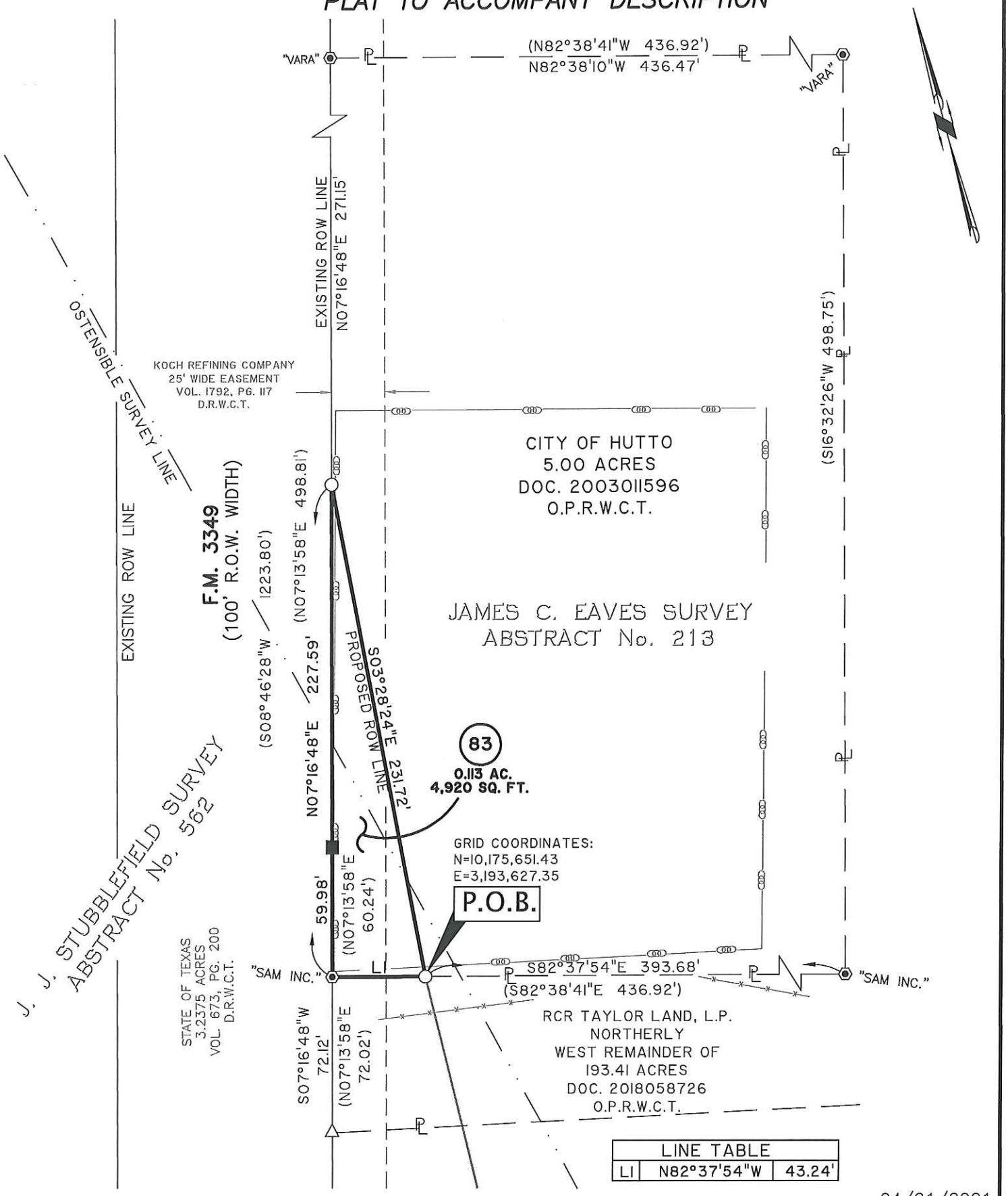
M. Stephen Truesdale 5 MAY 2021

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

S:/_ HDR-PROJECTS/FM 3349 OVERPASS/PARCELS/PARCEL 83 – CITY OF HUTTO.doc



EXHIBIT ___
PLAT TO ACCOMPANY DESCRIPTION



LINE TABLE		
L1	N82°37'54"W	43.24'

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

CITY OF HUTTO

SCALE		PROJECT	PARCEL 83
1" = 60'	WILLIAMSON COUNTY	FM 3349	PAGE 2 OF 3

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 83 CITY OF HUTTO\PARCEL 83 - CITY OF HUTTO.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "INLAND 4933" SET
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
ℙ	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. 2022340-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 8, 2020, ISSUE DATE MAY 18, 2020.

10A. CHANNEL OR DRAINAGE EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 673, PAGE 204, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

B. PIPELINE EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 117, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINES EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004004117, 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 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
CITY OF HUTTO

PARCEL 83

SCALE		PROJECT	
1" = 60'	WILLIAMSON COUNTY	FM 3349	PAGE 3 OF 3

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 83 CITY OF HUTTO\PARCEL 83 - CITY OF HUTTO.dwg

Meeting Date: 12/07/2021

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	12/01/2021 04:13 PM
Form Started By: Charlie Crossfield		Started On: 12/01/2021 03:07 PM
Final Approval Date: 12/01/2021		

Commissioners Court - Regular Session **68.**

Meeting Date: 12/07/2021

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 Red Hot Chili Pepper
g) Project Nirvana
h) Project Sound Garden
i) Project Def Leopard
j) Project Flex Power
k) Project Pearson Ranch
l) Project Orange
m) Project Fittipaldi

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

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