NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
March 1, 2022
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 – 18)

3. Discuss, consider and take appropriate action on a line item transfer for the Agriculture Extension Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$1,384.91
To	0100-0665-001926	Ag Life/Contributed Wages	$1,286.49
To	0100-0665-002010	Ag Life/FICA	$98.42

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0583-003010	Computer Equipment	$920.00
To	0100-0583-003011	Computer Software < $5,000	$920.00
From	0100-0583-003311	Uniforms	$340.00
To	0100-0583-003011	Computer Software < $5,000	$340.00

5. Discuss, consider and take appropriate action to correct a typographical error in the account number for Item No. 29 of the Williamson County Commissioners Court February 22, 2022 session so that the minutes properly reflect the account number as being 01.0100.0576.004501 rather than the incorrect number of 01.0100.0576.004510 that was set forth in said item.

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

7. 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 02/01/2022 through 02/28/2022.

8. 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 02/01/2022 through 02/28/2022.

9. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Legacy Square Apartments Project) Series 2022.

10. Discuss, consider and take appropriate action on approving the quotation from DNN, Corp for DNN license, support and renewal, in the amount of $24,505.00, and authorizing execution of the quote.

11. Discuss, consider and take appropriate action on approving a Business Associate Agreement, an update to the current contract originally approved in Commissioners Court on 10-05-21 under item # 25, and authorizing the execution of the agreement.

12. Discuss, consider and take appropriate action on appointing a selection committee to evaluate the responses received to the Williamson County Strategic Plan Consulting Services Request for Qualifications (RFQ) #22RSQ55.

13. Discuss, consider and take appropriate action on an agreement between Williamson County and the Butler Partnership. Ltd. (BFP) relating to the Williamson County Sheriff's Office use of BFP"s real property for purposes of training.

14. Discuss, consider and take appropriate action on approving the purchase of an x-ray machine for the entrance of the Williamson County Justice Center from AutoClear Security Inspection Systems, LLC in the amount of $25,607.00, pursuant to GSA contract #GS-07F-184GA, and authorizing execution of the quote.

15. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to extend the expiration date to May 31, 2024 and increase the maximum amount payable to $74,330.00. Funding source: 01.0200.0210.004150.

16. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of $300.00 for Project T1740 Corridor H - Sam Bass Road Interim Signals (Austin Traffic Signal) P: 462 Funding Source: Road Bond.

17. Discuss, consider and take appropriate action on approval of the replat for the Durham Park Section 4, Lot 2, Block C subdivision – Precinct 2.

18. Discuss, consider and take appropriate action on approval of the preliminary plat for the Benton Tract Phase 1, Sections 1-3 subdivision – Precinct 3.

REGULAR AGENDA

19. Discuss, consider and take appropriate action on appointing members to the Risk Committee and reorganizing the Risk team.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$50.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	Use of SO VA Donations	$50.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$4,167.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$4,167.00

24. Discuss, consider and take appropriate action on approving the termination of the Interlocal agreement between Williamson County (MOT) and the City of Cedar Park (PD).

25. Discuss, consider, and take appropriate action on a policy exception for EMS to move salary surplus dollars to PCN 0799.

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

27. Discuss, consider and take appropriate action on awarding IFB 22IFB67 Davilla Street Culvert Replacement to the lowest and best bidder, Chasco Constructors for $664,464.00. Funding source is Project: 486, Road Bond.

28. Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of ($10,766.76) for Project 1901-285 CR 176 at RM 2243 (Joe Bland Construction) P: 241 Funding Source: Road Bond.

29. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of ($447,390.05) for Project T2232- Hairy Man/Brushy Creek Rd Improvements (DeNucci Constructors, LLC) P: 284 Funding Source: Road Bond.

30. Discuss, consider and take appropriate action on approving a 2019 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer $50,000 from P357 (Ronald Reagan Blvd at Sun City Blvd to P359 (Corridor E4), $325,000 from P376 (CR 134/CR 132 Extension) to P369 (Bartlett Street), $150,000 from P381 (Old Settler Blvd) to P374 (Thrall Street) and $2,000,000 from P379 (Cottonwood Creek Drainage Improvements) to P332 (FM 3349 at US 79 Interchange).

31. Discuss, consider and take appropriate action on a Resolution with TXDOT for a locally funded Road Improvement Project On-System at the Liberty Hill Bypass.

32. Discuss, consider and take appropriate action on an Agreement with TXDoT for Local On-System Project which will allow for construction of left and right turn lanes at the intersection of RM 1869 and the Liberty Hill Bypass in Williamson County, Texas.

33. Discuss, consider and take appropriate action on a special warranty deed with Enclave at Liberty Hill, LLC and 2125 Hydepark Apartments, LLC regarding the donation of right of way for the CR 258 project. (Parcel 4).

34. Discuss, consider and take appropriate action on a deed to Foreverforward, LLC releasing excess right of way in exchange for the proposed right of way on the N. Mays project (Parcel 8).

35. Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with R040062, LP, a Texas limited partnership for a waterline easement needed on the CR 111 project (Parcel 21WE).

36. Discuss, consider and take appropriate action on an Interlocal Agreement for Completing Design Services and Construction Related to the Location of City of Round Rock Waterline Improvements along Sam Bass Road with the City of Round Rock. Funding Source: Road Bonds P462.

37. Discuss, consider and take appropriate action on 1 claim for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462
Unit 045- Portillo

38. Discuss, consider and take appropriate action on a real estate contract with Chad Cotton for right of way needed on the CR 129 project (Parcel 8). Funding Source: Road Bonds P375.

39. Discuss, consider and take appropriate action on a claim for actual moving expenses with Bobby Sliva for the cost of relocating his cattle pens out of the acquired right of way needed on the SE Loop Segment 3 (Parcel 64) project. Funding Source: Road Bonds P332.

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)."

40. 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
g) Discuss the sale of 106 Dana Drive, Hutto, Texas
h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

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.

41. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

Business prospect(s) that may locate or expand within Williamson County.

a) Project Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis

42. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) 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.
h) 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.
i) Shamona Harris - EEOC Charge #451-2021-00812.
j) 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.
k) 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.
l) 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.
m) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
n) 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.
o) 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.
p) Kelli Bomer - EEOC Charge #451-2021-00920.
q) Gary Haston - EEOC Charge #451-2021-01145.
r) 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.
s) 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.
t) 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.
u) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
v) 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.

w) Legal matters pertaining to the Emergency Communications Department.
x) Legal matters pertaining to the GardaWorld contract.
y) Case No. 5:21-cv-1223-FB Isabel Longoria and Cathy Morgan v. Warren K. Paxton et al., In the United States District Court for the Western District of Texas San Antonio Division.
z) Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas.
aa) Demand of Stanard & Associates, Inc.

43. 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).

44. 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)

45. Discuss and take appropriate action concerning economic development.

46. Discuss and take appropriate action concerning real estate.

47. 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.
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l) 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.
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s) 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.
t) 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.
u) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
v) 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.
w) Legal matters pertaining to the Emergency Communications Department.
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y) Case No. 5:21-cv-1223-FB Isabel Longoria and Cathy Morgan v. Warren K. Paxton et al., In the United States District Court for the Western District of Texas San Antonio Division.
z) Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas.
aa) Demand of Stanard & Associates, Inc.

48. 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.

49. Comments from Commissioners.

50. 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 25th day of February 2022 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: 03/01/2022

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Agriculture Extension Office.

Background

This line item transfer will cover the 3% mid-year COLA for the Extension Agents in Texas AgriLife as approved by the Commissioner's Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$1,384.91
To	0100-0665-001926	Ag Life/Contributed Wages	$1,286.49
To	0100-0665-002010	Ag Life/FICA	$98.42

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/22/2022 03:20 PM
Budget Office (Originator)	Ashlie Holladay	02/22/2022 04:42 PM
Form Started By: Ashlie Holladay		Started On: 02/22/2022 10:10 AM
Final Approval Date: 02/22/2022		

Commissioners Court - Regular Session **4.**

Meeting Date: 03/01/2022

Line Item Transfer for Emergency Services - LobbyGuard

Submitted For: Chris Connealy **Submitted By:** Damaris Morales, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

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

Background

In April 2021 we quoted an update to LobbyGuard in the amount of $1860.00. We updated the quote in preparation for the hardware delivery and their pricing has changed. The new quote is for a discounted amount totaling $3680.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0583-003010	Computer Equipment	$920.00
To	0100-0583-003011	Computer Software < $5,000	$920.00
From	0100-0583-003311	Uniforms	$340.00
To	0100-0583-003011	Computer Software < $5,000	$340.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:48 AM
Budget Office	Ashlie Holladay	02/24/2022 08:52 AM
Form Started By: Damaris Morales		Started On: 02/23/2022 07:58 AM
Final Approval Date: 02/24/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 03/01/2022

Correction on Item 29 Commissioner Court February 22, 2022 Agenda

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to correct a typographical error in the account number for Item No. 29 of the Williamson County Commissioners Court February 22, 2022 session so that the minutes properly reflect the account number as being 01.0100.0576.004501 rather than the incorrect number of 01.0100.0576.004510 that was set forth in said item.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 10:35 AM
Form Started By: Pam Navarrette		Started On: 02/23/2022 04:10 PM
Final Approval Date: 02/24/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 03/01/2022

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	02/23/2022 03:43 PM
County Judge Exec Asst.	Becky Pruitt	02/24/2022 09:02 AM
Form Started By: Kayla Marek		Started On: 02/23/2022 03:39 PM
Final Approval Date: 02/24/2022		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	One Time Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
County Auditor	Accounting Specialist.0627.001100.	15835	$42,792.32	$855.84	2.00	$43,648.16	-	MERIT	4-Mar-22
County Auditor	Accountant II.0626.001100.	15893	$62,829.78	$1,256.58	2.00	$64,086.36	-	MERIT	4-Mar-22
District Clerk	Court Specialist.0744.001100.	15276	$40,479.07	$809.58	2.00	$41,288.64	-	MERIT	4-Mar-22
District Clerk	Deputy District Clerk.0758.001100.	15923	$40,003.10	$800.07	2.00	$40,803.17	-	MERIT	1-Apr-22
District Clerk	Deputy District Clerk.0751.001100.	13851	$38,265.45	$1,530.61	4.00	$39,796.06	-	MERIT	4-Mar-22
Wilco Pretrial Services	Pretrial Officer.0182.001100.	15885	$44,257.84	$2,212.89	5.00	$46,470.74	-	MERIT	4-Mar-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0495	001100	2,112.42	
01	0100	0495	001130		2,112.42
01	0100	0450	001100	3,140.26	
01	0100	0450	001130		3,140.26
01	0100	0591	001100	2,212.89	
01	0100	0591	001130		2,212.89

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
404-County Clerk Judicial	0683	14387	$40,331.74	$40,331.74	$45,088.03	$43,282.51	$1,805.52	N/A	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0683 to PCN 0668	3/4/2022
404-County Clerk Judicial	0668	Vacant	N/A	N/A	$36,194.48	$38,000.00	N/A	$1,805.52	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0683 to PCN 0668	3/4/2022
576- Juvenile Services	1700	15889	$51,224.78	N/A	$52,645.28	$51,306.16	$1,339.12	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1700 to PCN 1046	3/4/2022
576- Juvenile Services	1046	Vacant	N/A	N/A	$40,700.59	$42,039.71	N/A	$1,339.12	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1700 to PCN 1046	3/4/2022
576- Juvenile Services	1700	15889	$51,224.78	N/A	$51,306.16	$51,224.78	$81.38	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1700 and 1159 to PCN 1106	3/4/2022
576-Juvenile Services	1159	15741	$49,153.89	N/A	$49,647.25	$49,203.51	$443.74	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1700 and 1159 to PCN 1106	3/4/2022

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
576- Juvenile Services	1106	Vacant	N/A	N/A	$41,514.59	$42,039.71	N/A	$525.12	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1700 and 1159 to PCN 1106	3/4/2022
576- Juvenile Services	1098	15459	$53,024.40	N/A	$55,675.63	$54,336.50	$1,339.13	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1098 to PCN 1115	3/4/2022
576- Juvenile Services	1115	Vacant	N/A	N/A	$40,700.58	$42,039.71	N/A	$1,339.13	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1098 to PCN 1115	3/4/2022
576- Juvenile Services	1057	Vacant	N/A	N/A	$43,342.09	$40,437.55	$2,904.54	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1057 to PCN 1043	3/4/2022
576- Juvenile Services	1043	Vacant	N/A	N/A	$39,135.17	$42,039.71	N/A	$2,904.54	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1057 to PCN 1043	3/4/2022
576- Juvenile Services	1057	Vacant	N/A	N/A	$40,437.55	$38,086.00	$2,351.55	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1057 and 1098 to PCN 1074	3/4/2022

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
576- Juvenile Services	1098	15459	$53,024.40	N/A	$54,336.50	$53,789.99	$546.51	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1057 and 1098 to PCN 1074	3/4/2022
576- Juvenile Services	1074	Vacant	N/A	N/A	$39,141.65	$42,039.71	N/A	$2,898.06	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1057 and 1098 to PCN 1074	3/4/2022
576- Juvenile Services	1030	Vacant	N/A	N/A	$59,630.50	$56,732.44	$2,898.06	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1030 to PCN 1116	3/4/2022
576- Juvenile Services	1116	Vacant	N/A	N/A	$39,141.65	$42,039.71	N/A	$2,898.06	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1030 to PCN 1116	3/4/2022
576- Juvenile Services	1030	Vacant	N/A	N/A	$56,732.44	$53,827.91	$2,904.53	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1030 to PCN 1741	3/4/2022
576- Juvenile Services	1741	Vacant	N/A	N/A	$39,135.18	$42,039.71	N/A	$2,904.53	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1030 to PCN 1741	3/4/2022

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
576- Juvenile Services	1030	Vacant	N/A	N/A	$53,827.91	$50,923.37	$2,904.54	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1030 to PCN 1072	3/4/2022
576- Juvenile Services	1072	Vacant	N/A	N/A	$39,135.17	$42,039.71	N/A	$2,904.54	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1030 to PCN 1072	3/4/2022
576- Juvenile Services	1030	Vacant	N/A	N/A	$50,923.37	$48,641.68	$2,281.69	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1030 to PCN 1079	3/4/2022
576- Juvenile Services	1079	Vacant	N/A	N/A	$39,758.02	$42,039.71	N/A	$2,281.69	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1030 to PCN 1079	3/4/2022
576- Juvenile Services	1030	Vacant	N/A	N/A	$48,641.68	$47,410.58	$1,231.10	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1030, 1096, 1177 to PCN 1129	3/4/2022
576- Juvenile Services	1096	Vacant	N/A	N/A	$45,778.50	$44,152.77	$1,625.73	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1030, 1096, 1177 to PCN 1129	3/4/2022

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
576- Juvenile Services	1177	15050	$62,444.72	N/A	$62,669.66	$62,621.95	$47.71	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1030, 1096, 1177 to PCN 1129	3/4/2022
576- Juvenile Services	1129	Vacant	N/A	N/A	$39,135.17	$42,039.71	N/A	$2,904.54	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1030, 1096, 1177 to PCN 1129	3/4/2022
0499- Tax Assessor/Collector	1454	10242	$53,987.35	N/A	$53,987.35	$51,643.53	$2,343.82	N/A	Reallocation of position budget to facilitate internal move and hire/transfer as allowed by policy. Surplus salary from PCN 1454 to PCN 1453	3/4/2022
0499-Tax Assessor/Collector	1453	Vacant	$51,643.53	N/A	$51,643.53	$53,987.35	N/A	$2,343.82	Reallocation of position budget to facilitate internal move and hire/transfer as allowed by policy. Surplus salary from PCN 1454 to PCN 1453	3/4/2022

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **7.**

Meeting Date: 03/01/2022

Assets for Auction Monthly Report 3.1.22

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 02/01/2022 through 02/28/2022.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction Monthly Report 3.1.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/24/2022 08:26 AM
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:36 AM
Form Started By: Mary Watson		Started On: 02/16/2022 09:29 AM
Final Approval Date: 02/24/2022		

"February 2022 Monthly Report **Court Date:** 3/1/2022

Williamson County - Assets for Auction

Agenda #: 28600

Item	Serial Number	Quantity	Department
Logitech wireless keyboards		4	County Attorney
Dell wireless keyboards		7	County Attorney
Logitech wireless mouse		3	County Attorney
Dell wireless mouse		2	County Attorney
HP wired keyboard		1	County Attorney
Dell Latitude 5590 #11720	D2B9RQ2	1	Information Systems
Dell Latitude 5580 #1167	9ZW68H2	1	Information Systems
Dell Rugged Tablet iKey Keyboard	71521046009	1	Information Systems

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 25-01-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Logitech wireless keyboards
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	7
2. Description:	Dell wireless keyboards
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	3
3. Description:	Logitech wireless mouse
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	2
4. Description:	Dell wireless mouse
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	HP wired keyboard
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Non-Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ stephanie lloyd 1/25/2022 4:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	3/1/2022

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 Latitude 5590 # 11720
1. Manufacturer ID #:	D2B9RQ2
1. Oracle Asset #:	211926
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5580 # 1167
2. Manufacturer ID #:	9ZW68H2
2. Oracle Asset #:	193689
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Rugged Tablet iKey Keyboard
3. Manufacturer ID #:	71521046009
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 2/2/2022 10:50 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:	3/1/2022

Asset Status Change

Commissioners Court - Regular Session **8.**

Meeting Date: 03/01/2022

Assets for Transfer Monthly Report 3.1.22

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 02/01/2022 through 02/28/2022.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer Monthly Report 3.1.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/24/2022 08:26 AM
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:37 AM
Form Started By: Mary Watson		Started On: 02/16/2022 09:31 AM
Final Approval Date: 02/24/2022		

*February 2022 Monthly Report **Court Date:** 3/1/2022

Williamson County - Assets for Transfer

Agenda #: 28603

Item	Serial Number	Quantity	From Department	To Department
Motorola Radio APX6000 Portable	481CTX0006	1	Constable 1	Wireless Communications
Motorola Radio APX6000 Portable	481CTX0019	1	Constable 1	Wireless Communications

Asset Status Change

Title:	i:0#.f|membership|pswisher@wilco.org - 28-06-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola Radio APX6000 Portable
1. Manufacturer ID #:	481CTX0006
1. Oracle Asset #:	214062
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Motorola Radio APX6000 Portable
2. Manufacturer ID #:	481CTX0019
2. Oracle Asset #:	214075
2. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Jeff Parker
Transferring Dept. Contact Ph#:	512-244-8661
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ PATRICK YOUNGREN 6/28/2021 4:03 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Wireless Communication
Receiving Department Contact Person:	Paul Swisher
Receiving Dept. Contact Ph#:	5129433695
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Thomas Piche
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Thomas Piche 2/10/2022 8:12 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	3/1/2022

Asset Status Change

Commissioners Court - Regular Session **9.**

Meeting Date: 03/01/2022

CAHFC Legacy Apts

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 authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Legacy Square Apartments Project) Series 2022.

Background

This certificate is required by 1 TX A.D.C. §53.229 and must be submitted to the Attorney General of the State of Texas, who must approve all documentation relating to the Bonds prior to their issuance. The certificates sets forth the Williamson County Commissioners Court previously authorized membership in the Capital Area Housing Finance Corporation ("Corporation"); approved the bylaws for the Corporation; has not taken any action to limit the effectiveness of the resolution authorizing the issuance of the Bonds or any way affecting the proceedings relating to the issuance of such Bonds; has not created any other corporation that currently has the power to make home mortgages or loans to lending institutions; and, to the best knowledge of the governing body, that no litigation exists in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is a party. The Bonds will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with 1 TX A.D.C. §53.229.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAHFC Letter and Certificate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:50 AM
Form Started By: Hal Hawes		Started On: 02/23/2022 09:25 AM
Final Approval Date: 02/24/2022		

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

February 15, 2022

Hal Hawes
Williamson County, General Counsel
Office of Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Legacy Square Apartments), Series 2022

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue the above captioned Bonds in an aggregate principal amount not to exceed $30,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of San Marcos, Hays County (the *"Development"*). The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the *"General Certificate"*) for execution by Judge Bill Gravell as the County Judge of the County of Williamson. I have included below for your convenience a description of the legal requirements behind the General Certificate.

Although the Development will be constructed in the City of San Marcos, Texas, 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) requires a General Certificate from each sponsoring political subdivision of the Corporation to be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate**.

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute all two (2) signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, April 1, 2022.

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Williamson County, Texas (the *"County"*). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Legacy Square Apartments)" issued in one or more series (the *"Bonds"*).

2. The Commissioners Court (the *"Governing Body"*) of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the *"Act"*), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Russ Boles to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall

be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By_____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

Commissioners Court - Regular Session **10.**

Meeting Date: 03/01/2022

Approval of Annual Renewal of Content Management Software with DNN Corp. 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 quotation from DNN, Corp for DNN license, support and renewal, in the amount of $24,505.00, and authorizing execution of the quote.

Background

Approval of this item will support the operations of the Williamson County. Three (3) quotes were solicited for this purchase. This is a content management software of all the public facing websites for the county. Term is 03.21.2022 through 03.20.2023. Quote is attached that outlines the software license, maintenance and support fees. IT, Legal, contract audit, and budget have reviewed this purchase. This expenditure will be charged to FY22 01.0100.0503.004505. Department contact is Ben Wassink.

Websites supported:

Wilco.org
Animal Shelter
Williamson Historical Commission
Adult Probation

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/24/2022 11:45 AM
County Judge Exec Asst.	Becky Pruitt	02/24/2022 11:55 AM
Form Started By: Erica Smith		Started On: 02/09/2022 10:09 AM
Final Approval Date: 02/24/2022		

Quote

Prepared Date 19-Jan-2022
Quote# [redacted]

Quote Expires 19-Feb-2022
Billing Schedule *100% Upon Signature
Payment Terms Net 30
Term Start Date 21-Mar-2022
Term End Date 20-Mar-2023

Service Provider

DNN Corp.
401 Congress Avenue
Ste 2650
AUSTIN TX 78701
United States

Customer

Williamson County

Bill To

Williamson County
301 SE Inner Loop
Suite 105
Georgetown TX 78626
United States

End User

Williamson County

Ship To

Williamson County
301 SE Inner Loop
Suite 105
Georgetown TX 78626
United States

Item	Qty	Item Description
DNN-OP-Non-CON	1	DNN Non-Production license EVOQ Content
DNN-OP-Non-PLA	1	DNN Platinum Support
DNN-OP-Pro-CON	1	DNN Production license EVOQ Content
DNN-OP-Pro-PLA	1	DNN Platinum Support

Total Fees Due **$24,505.00**

For Customer:	For Service Provider:
	Andrew S Price Andrew S Price (Feb 17, 2022 14:37 CST)
CUSTOMER SIGNATURE	**SERVICE PROVIDER SIGNATURE**

Does your company require a PO number indicated on the invoice?

NO. PO IS NOT REQUIRED

YES. PO IS REQUIRED. PO NUMBER (If PO is not yet available, please type "TO FOLLOW"):

Is the bill to address above correct or not?

YES

NO, Indicate the complete address:

Is the ship to address above correct or not?

YES

NO, Indicate the complete address:

Please provide the email address of the contact who needs to receive the invoice:

Please provide the email address of the accounts payable contact for Invoice Status Inquiry:

Quote

Prepared Date 19-Jan-2022
Quote# [redacted]

Special Terms

This Quote is governed by the terms and conditions previously executed by the parties (the "Master Agreement"). Notwithstanding anything contained in the Master Agreement, the parties agree as follows:

1. Customer agrees to pay the Total Fees Due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled or reduced prior to expiration of the Term.
2. The provisions of this Quote and the Master Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Quote and the Master Agreement.
3. SUBJECT TO EARLY TERMINATION IN ACCORDANCE WITH THE MASTER AGREEMENT, THE TERM WILL AUTOMATICALLY RENEW FOR THE SAME TERM PERIOD AS THE TERM INDICATED ABOVE AT SERVICE PROVIDER'S THEN-CURRENT RATES, UNLESS CUSTOMER NOTIFIES SERVICE PROVIDER IN WRITING OF CUSTOMER'S INTENT NOT TO RENEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM.
4. At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Service Provider Affiliates") may perform certain tasks related to Service Provider's obligations and rights under this Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to this Quote and the Master Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider's obligations under this Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for its Service Provider Affiliates' compliance with the applicable terms and conditions of this Quote and the Master Agreement.
5. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement(s). In the event that Customer is tax exempt, it shall furnish appropriate documentation to Service Provider to demonstrate such tax exempt status. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.
6. This Quote may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory. In the event of any conflict between the terms of this Quote and the terms of the Master Agreement, the terms of this Quote shall control.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS **QUOTE** AND THE **MASTER AGREEMENT**.

Commissioners Court - Regular Session **11.**

Meeting Date: 03/01/2022

Approval of Business Associate Agreement Addendum with PowerDMS, Inc. for IT 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 approving a Business Associate Agreement, an update to the current contract originally approved in Commissioners Court on 10-05-21 under item # 25, and authorizing the execution of the agreement.

Background

This contract is being updated to include a Business Associate's Agreement (BAA) between the County and PowerDMS, Inc.
A Business Associate Agreement (BAA) is required if Personally-Identifiable Information (PII) covered by HIPAA regulations is present. Williamson County legal counsel has reviewed the BAA. The Emergency Medical Services department requests the addition of this BAA as there exists the potential of having sensitive, health-related information in some of their documents/processes being stored and processed via PowerDMS, Inc. In the future, as we continue to implement this tool enterprise-wide, the current BAA will cover any other documents that may be loaded with sensitive information. Funding Source is 01.0100.0503.005741. Department point of contract is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/24/2022 08:41 AM
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:44 AM
Form Started By: Andrew Portillo		Started On: 02/22/2022 10:05 AM
Final Approval Date: 02/24/2022		

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum") is entered into as of the date of the last signature below, and amends and is made part of any existing or future agreement ("Agreement") by and between _____ ("Covered Entity") and **PowerDMS, Inc., a Delaware corporation** ("Business Associate").

RECITALS

WHEREAS, Covered Entity and Business Associate have entered the Agreement, pursuant to which Business Associate provides certain services to Covered Entity, and in connection with those services, Business Associate will have access to certain information that is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing privacy and security regulations at 45 Code of Federal Regulations ("C.F.R.") Parts 160-164 ("HIPAA Privacy Rule" and HIPAA Security Rule"); and

WHEREAS, Covered Entity and Business Associate mutually agree to modify the Agreement to incorporate the terms of this Addendum; and

WHEREAS, this Addendum incorporates the requirements of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), that are applicable to business associates, along with any guidance and/or regulations issued by the U.S. Department of Health and Human Services ("DHHS"); and

WHEREAS, Covered Entity and Business Associate agree to incorporate into this Addendum any regulations issued with respect to the HITECH Act that relate to the obligations of business associates; and

WHEREAS, Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH Act.

AGREEMENT

NOW, THEREFORE, in consideration of the parties' continuing obligations under the Agreement, compliance with all applicable laws, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Covered Entity and Business Associate agree as follows:

A. **Definitions**. Capitalized terms which are not defined in this Addendum shall have the meaning set forth in HIPAA or the HITECH Act, or any accompanying regulations, as amended from time to time.

B. **Conflicts and Additional Terms**. With the exception set forth in Section I.6 of this Addendum, the parties acknowledge and agree that if any of the terms and conditions set forth in this Addendum are in conflict with or in addition to the terms and conditions set forth in the Agreement, then the Addendum shall control in connection with Business Associate's request, Use, or Disclosure of Protected Health Information ("PHI") or Electronic Protected Health Information ("ePHI").

C. Privacy of Protected Health Information.

1. Permitted Uses and Disclosures. Business Associate agrees to Use or Disclose PHI that it creates or receives for or from Covered Entity only as follows:

a) Functions and Activities on Covered Entity's Behalf. Business Associate is permitted to Use and Disclose PHI it creates or receives for or from Covered Entity for the purpose of performing its obligations under the Agreement, consistent with the Privacy Rule.

b) Business Associate's Operations - Use of PHI. Business Associate is permitted by this Addendum to Use PHI it creates or receives for or from Covered Entity if such Use is necessary for Business Associate's proper management and administration, or is necessary to carry out Business Associate's legal responsibilities.

c) Business Associate's Operations - Disclosure of PHI. Business Associate is permitted by this Addendum to Disclose PHI it creates or receives for or from Covered Entity if such Disclosure is necessary for Business Associate's proper management and administration, or is necessary to carry out Business Associate's legal responsibilities only if the following conditions are met:

(i) The Disclosure is required by law; or

(ii) Business Associate obtains reasonable assurances in writing from any person or organization to which Business Associate will Disclose such PHI that the person or organization will hold such PHI as confidential, and will only Use or further Disclose such PHI as required by law, or for the purpose for which the Business Associate Disclosed such PHI to the person or organization. The person or organization shall promptly notify the Business Associate (who shall in turn promptly notify Covered Entity) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI has been breached; and

(iii) Business Associate shall promptly notify Covered Entity upon making any Disclosure of PHI permitted under Section C.1(c) of this Addendum.

d) Minimum Necessary Standard and Limited Data Set. In performing the functions and activities on Covered Entity's behalf, Business Associate's Use, Disclosure or request of PHI shall utilize a Limited Data Set, if practicable. Otherwise, Business Associate agrees to Use, Disclose or request only the Minimum Necessary PHI to accomplish the purpose of the Use, Disclosure or request.

2. **Prohibition on Unauthorized Use or Disclosure**. Business Associate will neither Use nor Disclose PHI it creates or receives for or from Covered Entity or from another business associate of Covered Entity, except as permitted or required by the Agreement and this Addendum, or as required by law, or following receipt of prior written approval from Covered Entity. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except where permitted by the Agreement and consistent with applicable law. Business Associate shall not directly or indirectly receive payment for any Use or Disclosure of PHI for marketing purposes except where permitted by the Agreement and consistent with applicable law.

3. **De-identification of PHI**. For any Use or Disclosure of PHI permitted by this Addendum, Business Associate agrees to consider whether such Use or Disclosure can be made through "de-identified" PHI as set forth in 45 C.F.R. 164.514(b)(2)(i) and (ii). Business Associate agrees neither to de-identify PHI it creates or receives for or from Covered Entity or from another business associate of Covered Entity, nor Use or Disclose such de-identified PHI, unless: (i) such de-identification is expressly permitted under the terms and conditions of the Agreement; and (ii) such de-identification is for services provided by Business Associate that relate to Covered Entity's activities for purposes of Payment or Health Care Operations. Unless expressly permitted under the terms and conditions of this Addendum, Business Associate shall not de-identify PHI.

4. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI; Covered Entity shall reimburse reasonable documented expenses incurred by Business Associate in connection with such restriction on the use or disclosure of PHI. Notwithstanding the foregoing, if the Covered Entity agrees to any restriction that materially affects the Business Associate's ability to perform or materially increases the costs of Business Associate's performance under the Addendum or the Agreement, this shall constitute a material breach of this Addendum, allowing termination by Business Associate under Section H.2(b) of this Addendum.

D. **Information Safeguards**.

1. **General**.

Business Associate will develop, document, implement, maintain and use reasonable and appropriate Administrative, Technical and Physical safeguards to preserve the Integrity and Confidentiality of and to prevent non-permitted Use or Disclosure of PHI created or received for or from Covered Entity. Business Associate agrees that these safeguards will meet any applicable requirements set forth by the DHHS. Upon Covered Entity's request, Business Associate will provide Covered Entity with access to and copies of documentation regarding the safeguards. Business Associate agrees to mitigate, to the extent practicable, any

harmful effect that is known to Business Associate resulting from a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

2. <u>Safeguards for Securing Electronic Protected Health Information</u>.

Business Associate agrees that:

(i) Business Associate will develop, implement, maintain and use appropriate Administrative, Technical, and Physical safeguards ("Safeguards"), consistent with (and as required by) the Security Standards, 45 C.F.R. Part 164 Subpart C, that reasonably and appropriately protect the Integrity, Confidentiality and Availability of, and to prevent non-permitted or violating Use or Disclosure of, ePHI created or received in connection with the services, functions, and/or transactions to be provided under the Agreement, or that it creates, receives, maintains, or transmits on behalf of Covered Entity. These Safeguards shall extend to transmission, processing, and storage of ePHI. Transmission of ePHI shall include transportation of storage media, such as magnetic tape, disks or compact disk media, from one location to another;

(ii) Business Associate will require its agents and Subcontractors (if applicable) to which Business Associate Discloses ePHI created or received by Business Associate in connection with the services, functions, and/or transactions to be provided under the Agreement, to provide reasonable assurance, evidenced by written contract, that, with respect to such ePHI, such agents or Subcontractors will comply with the same security requirements with which Business Associate is required to comply; and

(iii) Business Associate will report and track all Security Incidents as described below. Business Associate will monitor and keep track of any Security Incident. Business Associate will report to Covered Entity any Security Incident that results in the unauthorized access, Use, Disclosure, modification, or destruction of Covered Entity's ePHI or interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will inform Covered Entity's Privacy Official within seventy-two (72) hours after Business Associate learns of such non-permitted or violating Use or Disclosure, and provide a report within fifteen (15) days meeting the requirements of <u>Section H.1, Breach of Privacy Obligations</u>, of this Addendum. Business Associate's report will contain at least information concerning the nature and impact of the Security Incident and Business Associate's steps to mitigate this impact. Business Associate also agrees to provide such other information

concerning such Security Incident as is requested by Covered Entity. For any other Security Incident, Business Associate will provide such report upon Covered Entity's request.

3. **Documentation**. Business Associate also shall develop and implement policies and procedures and meet the Security Rule documentation requirements as required. Upon Covered Entity's request, Business Associate will provide Covered Entity with access to and copies of these policies and procedures.

4. **Mitigation**.

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from or that may result in a Security Incident, including, but not limited to:

a) Assess Business Associate's systems for configuration vulnerabilities and vendor patch maintenance on an ongoing basis and take reasonable steps to apply security patches and remediate any substantial vulnerabilities;

b) Cooperate as reasonably requested by Covered Entity, in order to further investigate and resolve the Security Incident;

c) Use best efforts to prevent any further Security Incident or other prohibited Use or Disclosure; however, such remedial actions shall in no manner relieve Business Associate's obligations or liabilities for breach hereunder.

5. **Termination upon Breach of Security Standards**.

a) If Covered Entity determines that Business Associate has engaged in a pattern of activity or practice that constitutes a material breach or violation of the Business Associate's security obligations under this Addendum or the Agreement, Covered Entity shall notify Business Associate of this determination and Business Associate shall take reasonable steps to cure the breach or end the violation, as applicable, and if such steps are unsuccessful after a period of thirty (30) days, Covered Entity shall:

(i) Terminate this Addendum and the Agreement in accordance with Section H.2 of this Addendum, if feasible; or

(ii) If termination is not feasible, report the problem to the DHHS.

b) Continuing Security Obligations. Business Associate's obligations to protect the security of the ePHI it created, received, maintained, or transmitted for or from Covered Entity will be continuous and survive termination, cancellation, expiration or other conclusion of this Addendum or the Agreement.

6. **Access to Covered Entity Information Systems**. If Business Associate is provided access to any Covered Entity information system or network containing any ePHI, Business Associate agrees to comply with all Covered Entity policies for access to and use of information from the information systems or network.

E. **Subcontractors and Agents**. Business Associate will require any of its Subcontractors and agents to which Business Associate is permitted by this Addendum (or is otherwise given Covered Entity's prior written approval) to Disclose any of the PHI Business Associate creates or receives for or from Covered Entity, to provide reasonable assurances in writing that Subcontractor or agent will comply with the same restrictions and conditions that apply to the Business Associate under the terms and conditions of this Addendum with respect to such PHI. Business Associate shall notify Covered Entity of any agents or Subcontractors to which PHI is Disclosed promptly upon such Disclosures. Business Associate further will require its agents and Subcontractors to which Business Associate Discloses ePHI created or received by Business Associate in connection with the services, functions, and/or transactions to be provided under the Agreement, to provide reasonable assurance, evidenced by written contract, that, with respect to such Protected Health Information, such agents or Subcontractors will comply with the same security requirements with which Business Associate is required to comply.

F. **Protected Health Information Access, Amendment and Disclosure Accounting**.

1. **Access**. Business Associate will promptly upon Covered Entity's request make available to Covered Entity for inspection and obtaining copies any PHI in a Designated Record Set so that Covered Entity may meet its access obligations under 45 C.F.R. § 164.524.

2. **Amendment**. Business Associate will promptly upon Covered Entity's request permit Covered Entity access to amend any portion of the PHI which Business Associate created or received for or from Covered Entity, and incorporate any amendments to such PHI, so that Covered Entity may meet its amendment obligations under 45 C.F.R. § 164.526.

3. **Disclosure Accounting**. Business Associate will maintain and make available any information that may be required for the Covered Entity to meet its Disclosure accounting obligations under 45 C.F.R. § 164.528.

G. **Inspection of Books and Records; Cooperation with DHHS Investigations and Compliance Reviews**. Business Associate will make its internal practices, books, and records, relating to its Use and Disclosure of the PHI it creates or receives for or from Covered Entity, available to the DHHS to determine Covered Entity's compliance with 45 C.F.R. Parts 160-164. At the request of the Secretary of DHHS, Business Associate will comply with any investigations and compliance reviews, permit access to information, provide records and compliance reports, and cooperate with any complaint investigation, pursuant to 45 C.F.R. § 164.310.

H. Breach of Privacy Obligations.

1. Reporting. Business Associate will report to Covered Entity any (i) acquisition, access, Use or Disclosure of PHI that is neither permitted by this Addendum nor given prior written approval by Covered Entity; and (ii) any Breach of Unsecured PHI. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under the Breach Notification Rule and any other security breach notification laws. Business Associate will make the report to Covered Entity's Privacy Official within ten (10) days after Business Associate learns of such non-permitted acquisition, access, Use or Disclosure. Business Associate shall provide information reasonably requested by Covered Entity, so that Covered Entity may meet its obligations with respect to breach notifications to individuals and, if applicable, the DHHS Office for Civil Rights (OCR).

2. Termination of Agreement.

a) Covered Entity Right to Terminate for Breach. Covered Entity may terminate the Agreement if it determines, after reasonable consultation with Business Associate, that Business Associate has breached any material provision of this Addendum and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within thirty (30) days of written notice.

b) Business Associate Right to Terminate for Breach. Business Associate may terminate the Agreement if it determines, after reasonable consultation with Covered Entity, that Covered Entity has breached any material provision of this Addendum and upon written notice to Covered Entity of the breach, Covered Entity fails to cure the breach within thirty (30) days of the written notice.

c) Obligations upon Termination.

(i) Return or Destruction. Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all PHI and, in whatever form or medium (including in any electronic medium under Business Associate's custody or control), that Business Associate created or received for or from Covered Entity, including all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of the PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement. Business Associate will identify any PHI that Business Associate created or received for or from Covered Entity that cannot feasibly be returned to Covered Entity or

destroyed, and will limit its further Use or Disclosure of that PHI to those purposes that make return or destruction of that PHI infeasible. Within such thirty (30) days, Business Associate will certify in writing to Covered Entity that such return or destruction has been completed, will deliver to Covered Entity the identification of any PHI for which return or destruction is infeasible and, for that PHI, will certify that it will only Use or Disclose such PHI for those purposes that make return or destruction infeasible.

(ii) Continuing Privacy Obligation. Business Associate's obligation to protect the privacy of the PHI it created or received for or from Covered Entity will be continuous and survive termination, cancellation, expiration or other conclusion of the Agreement.

(iii) Continuing Security Obligations. Business Associate's obligations to protect the security of the ePHI it created, received, maintained, or transmitted for or from Covered Entity will be continuous and survive termination, cancellation, expiration or other conclusion of this Addendum or the Agreement.

(iv) Other Obligations and Rights. Business Associate's other obligations and rights and Covered Entity's obligations and rights upon termination, cancellation, expiration or other conclusion of the Agreement are those set forth in the Agreement.

3. **Injunctive Relief**. In the event of a breach of any material term of this Addendum, Business Associate agrees that Covered Entity has a right to seek injunctive relief to prevent further Disclosure of PHI.

I. **General Provisions**.

1. **Amendment**. The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of HIPAA, the HITECH Act, any final regulation or amendment to final regulations promulgated by the DHHS with respect to PHI, and any other applicable law.

2. **Rights of Third Parties**. This Addendum is between Covered Entity and Business Associate and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any third party or parties.

3. **Limitation of Liability**. To the extent permitted by applicable law and except with regard to liability resulting from the gross negligence or willful misconduct of Business Associate, in no event will the Business Associate's aggregate liability under this Addendum, whether in contract, tort, or any other theory of liability, exceed the sum of all amounts required to be paid by the Covered Entity to the Business Associate in connection with the Agreement in the twelve (12) month period preceding the date of the event initially giving rise to such liability. In

addition, the Business Associate shall not have any liability with respect to any claim for special, indirect, incidental, or consequential damages incurred by the Covered Entity in connection with, arising out of, or related to this Addendum.

4. **Policies and Procedures**. Business Associate agrees to provide, upon Covered Entity's request, reasonable access to and copies of any policies and procedures developed or utilized by Business Associate regarding the protection of PHI.

5. **Compliance Monitoring**. Business Associate agrees to cooperate with Covered Entity's Privacy Official during the conduct of a business associate privacy compliance review. Cooperation shall include but is not limited to providing prompt access to or copies of Business Associate's privacy policies and procedures and other documentation as may be reasonably requested that relate to Business Associate's handling of PHI.

6. **More Restrictive Confidentiality Terms**. Covered Entity and Business Associate agree that if any provisions of the Agreement that relate to the Use or Disclosure of PHI are more restrictive than the provisions of this Addendum, meaning that the terms provide greater privacy protections for the PHI at issue, then the provisions of the more restrictive document shall control. The provisions of this Addendum are intended to establish the minimum requirements regarding Business Associate's Use and Disclosure of PHI.

7. **Relationship of the Parties.** No agency, partnership, joint venture, or employment is created as a result of this Addendum and neither party has any authority of any kind to bind the other in any respect whatsoever.

8. **Governing Law.** This Addendum and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Florida.

9. **Severability.** Should any provision of this Addendum be declared illegal, void, or unenforceable, or shall be considered severable, the Addendum shall remain in force and be binding upon the parties as though the said provision had never been included.

10. **No Assignment.** No party may assign its respective rights and obligations under this Addendum without the prior written consent of the other party. Notwithstanding the foregoing, this Addendum may be assigned by either party in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

11. **No Waiver.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation on any other occasion.

12. **Notices**. All notices and notifications under this Addendum shall be sent in writing to the following listed persons on behalf of Covered Entity and Business Associate, and shall be deemed given when deposited with the U.S. Postal Service for mailing by regular, certified, or overnight mail; when hand-delivered by courier; or when deposited for delivery with Federal Express or United Parcel Service for standard, expedited, or overnight delivery, or by electronic mail:

If to Covered Entity: ____ County Judge's Office _____
____ 710 Main Street _____
_____Georgetown, TX 78626 ____
_____
_____

If to Business Associate: PowerDMS, Inc.
Attn: Legal
101 S. Garland Ave, Ste 300
Orlando, FL 32801
legal@powerdms.com

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Covered Entity and Business Associate execute this Addendum as of the date of the last signature below.

_____	PowerDMS, Inc.
By _____	**By** 
Name _____	**Name** Ana Alfaro
Title _____	**Title** Revenue Accounting Manager
Date _____	**Date** 02/18/2022

Commissioners Court - Regular Session **12.**

Meeting Date: 03/01/2022

Selection Committee for RFQ #22RSQ55 for Williamson County Strategic Plan Consulting Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing a selection committee to evaluate the responses received to the Williamson County Strategic Plan Consulting Services Request for Qualifications (RFQ) #22RSQ55.

Background

Eleven (11) responses were received for RFQ #22RSQ55 for Williamson County Strategic Plan Consulting Services. The Purchasing Agent is proposing to establish a sub-committee to evaluate, score, interview finalists and bring an award recommendation and contract to the Court for consideration. The proposed sub-committee includes two commissioners and three staff members. These staff members are being recommended as they regularly evaluate statements of qualifications for various solicitations.

Proposed RFQ scoring sub-committee:

- Commissioner Precinct One, Terry Cook
- Commissioner Precinct Three, Valerie Covey
- Bob Daigh, Sr. Director of Infrastructure
- Russell Fishbeck, Sr. Director Parks
- Dale Butler, Sr. Director of Facilities

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	02/24/2022 10:34 AM
Form Started By: Joy Simonton		Started On: 02/22/2022 03:49 PM
Final Approval Date: 02/24/2022		

Commissioners Court - Regular Session **13.**

Meeting Date: 03/01/2022

Agreement Between Williamson County and Butler Family Partnership, LTD.

Submitted For: Mike Gleason **Submitted By:** Tammy Alexander, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an agreement between Williamson County and the Butler Partnership. Ltd. (BFP) relating to the Williamson County Sheriff's Office use of BFP"s real property for purposes of training.

Background

Agreement between Williamson County and the Butler Family Partnership, Ltd. (BFP) relating to the Williamson County Sheriff's Office's use of BFP's real property for purposes of training.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement Between Williamson County and Butler Family partnership LTD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:45 AM
Form Started By: Tammy Alexander		Started On: 02/22/2022 11:12 AM
Final Approval Date: 02/24/2022		

AGREEMENT BETWEEN WILLIAMSON COUNTY AND BUTLER FAMILY PARTNERSHIP, LTD.

I. PARTIES

This document constitutes an agreement ("Agreement") between Williamson County ("County") and the Butler Family Partnership, Ltd. ("BFP") relating to the Williamson County Sheriff's Office's use of BFP's real property, as more fully described herein below.

II. PURPOSE

BFP owns an unoccupied building located on the real property at **1053 CR 201, Liberty Hill, TX 78642** (hereinafter referred to as the "Property").

The Williamson County Sheriff's Office ("WCSO") wants to use the Property in conjunction with law enforcement training exercises; and the BFP hereby agrees to permit County to use the Property for said limited purpose. County may, at its own expense and upon consent of BFP, install temporary improvements and/or lighting as necessary on the Property. All improvements situated on the Property shall be immediately removed following the termination of this Agreement. Any property that is left on the Property following the termination of this agreement will be deemed abandoned property and County hereby grants BFP the right to remove it and dispose of it, at County's sole cost and expense, as the BFP deems fit. County agrees to maintain the Property and keep it clean and free of debris and/or trash at all times during and after its use of the Property. County agrees to restore the Property to the condition in which the same was found before County used such area.

The BFP reserves the right to use the Property for its own purposes and the County hereby agrees to allow the BFP to use the Property for such purposes.

III. LIABILITY AND INDEMNIFICATION

COUNTY, IN USING THE PROPERTY DOES SO AT ITS OWN RISK. BFP SHALL NOT BE LIABLE FOR ANY DAMAGES TO PROPERTY OR DAMAGES ARISING FROM PERSONAL INJURIES SUSTAINED BY COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES, IN, ON OR ABOUT THE PROPERTY, OR OF ANY OTHER PORTION OF THE PROPERTY, INCLUDING BUILDINGS, PARKING AREA WALKWAYS OF THE PROPERTY, UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE BFP'S NEGLIGENCE OR WILLFUL MISCONDUCT. COUNTY ASSUMES FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE OR INJURY WHICH MAY OCCUR TO COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES IN, ON OR ABOUT THE PROPERTY OR OTHER PORTION OF THE PROPERTY, UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE BFP'S NEGLIGENCE OR WILLFUL MISCONDUCT.

COUNTY SHALL CONDUCT ITS ACTIVITIES UPON THE PROPERTY SO AS NOT TO ENDANGER ANY PERSON THEREON. IN CONSIDERATION OF BFP'S AGREEMENT TO ALLOW COUNTY TO USE THE PROPERTY, COUNTY AGREES, TO THE EXTENT

AUTHORIZED BY LAW, TO HOLD HARMLESS BFP AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES ("BFP PERSONS") FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LITIGATION EXPENSES) TO WHICH ANY OF THE BFP PERSONS MAY BECOME SUBJECT BY REASON OF, OR IN ANY WAY RELATED TO, (A) THE USE OF THE PROPERTY BY COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES, (B) BREACHES OF APPLICABLE CODES, LAWS, RULES AND REGULATIONS BY THE COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES, OR (C) ANY ACTION, OMISSION OR NEGLIGENCE, WHETHER IN WHOLE OR IN PART, OF THE COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES. THE BFP PERSONS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND THE COUNTY HEREBY RELEASES AND FOREVER DISCHARGES, TO THE EXTENT AUTHORIZED BY LAW, THE BFP PERSONS FROM, ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY OF COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES IN, ON OR AROUND THE PROPERTY OR OTHER PORTION OF THE PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER. IN NO EVENT SHALL ANY BFP PERSONS BE LIABLE TO COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED OR INCURRED BY COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES AS A RESULT OF THE ACTIONS OR OMISSIONS OF ANY BFP PERSONS.

County shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WCSO's use of the Property. County shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to County and/or its respective officials, officers, agents, employees and representatives, all other persons in, on or around the Property and all property in, on or around the Property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

IV. TERM OF AGREEMENT AND TERMINATION

The County shall be allowed to use the Property from 12:01 a.m. on ~~February~~ March 4, 2022 until 11:59 p.m. on May 31, 2022. Upon the expiration of this Agreement, the term will automatically renew in 30-day increments until terminated by either Party.

Executed by the parties to be effective as of the date of the last party's execution:

Williamson County, Texas

By: _____
Bill Gravell, Jr, County Judge

Date: _____, 2022

Butler Family Partnership, Ltd.,

Acting by and through its General Partner:

By: _____

Printed Name: Edward Butler

Official Capacity: Gen Ptr

Date: February 14, 2022

Commissioners Court - Regular Session **14.**

Meeting Date: 03/01/2022

Approval of Purchase of X-Ray Machine for Justice Center Entrance from AutoClear, LLC for Justice Center/SO

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 purchase of an x-ray machine for the entrance of the Williamson County Justice Center from AutoClear Security Inspection Systems, LLC in the amount of $25,607.00, pursuant to GSA contract #GS-07F-184GA, and authorizing execution of the quote.

Background

Approval of this item will support the operations of the Williamson County Justice Center. Purchase of a new x-ray machine for the entrance at the Justice Center will allow for two lanes of entry for screening visitors. The quotation is attached that outlines the machine and options to be purchased. Legal, contract audit, and budget have reviewed this purchase. This expenditure will be charged to FY22 01.0100.0570.005003. Department contact is Lt. Randy Word.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/24/2022 08:52 AM
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:54 AM
Form Started By: Erica Smith		Started On: 02/23/2022 08:06 AM
Final Approval Date: 02/24/2022		

February 17, 2022

Randy Word
Williamson County Sheriffs Dept.
405 S. MLK
Georgetown, TX 78626

Dear Lt. Word,

Thank you for contacting me today. I appreciate the opportunity to discuss how Autoclear has improved its existing line of equipment. Your existing machine is a unibody machine. Ten years ago, that was cutting edge engineering. As our machines have evolved with updated technology and features, the unibody became obsolete. The newest version, introduced in late 2019 is the DVS version. The DVS has a number of improvements including:

AutoThreatAssist – the DVS version if Autoclear machines has become the base for our Artificial Intelligence. The use of AI will help in a number of different ways:

1. It will make it easier for your officers to find threat items by identifying the shape if the item, where the older AutoMatAlert would only hit on atomic number, mass and density, meaning most knives were not found.
2. When used in conjunction with AutoMatAlert, the AI will take a false alarm from AutoMatAlert and override it if the shape is not recognizied. This has the effect of substantially reducing the number for false alarm that your older machines get.
3. It will find previously undetected items like ceramic knives.
4. AutoThreatAssist is backwardly compatible with the machines you purchased in 2021.
5. As new threat items are learned by the AI, your software will receive all of those upgrades for the life of the machine.

Separate Graphics card – many competitors still use integrated graphics. While it is cheaper to produce, integrated graphics steals processing power away from the CPU. Autoclear uses advanced NVidia graphics cards which contain their own processor, leaving your main processor plenty of power to operate other features

Linux Operating System – all of your other security systems run on Linux. Autoclear is one of only two companies that have made the effort to convert. Everyone else still uses Windows, with all of its known vulnerabilities.

More room on top - for your monitor and keyboard. An adjustable side mount is also available.

Better Cable Protection – all of the cable s safely protected inside the machine

Automatic Seasoning – if an x-ray machine sits without being used for a while, the generator may require seasoning. This used to be a technicians job. The new DVS technology will season itself, saving the cost of a service call.

AutoMatAlert – has been improved and is the first step in AI.

Image Archiving – easily done with a flash drive that is integrated directly into the Control Panel.

Please Note: that as a long time customer of Autoclear, you are receiving an extra $1000 discount and a two year warranty. Please be sure to include this in your ultimate bottom line calculations.

I have enclosed literature and pricing for you to review. If you have any questions, just let me know. I will be happy to help you in any way I can.

Sincerely,



Gregory Schaefer
Midwest Regional Manager

Autoclear LLC, Midwest Regional Office, 18 Carlisle Road, Hawthorn Woods, IL 60047
Tel: (847) 540-7266 Fax: (847) 540-7332 Web Site:Autoclear.com

Williamson County Sheriff's Dept.
Georgetown, TX
Randy Word

DATE: February 7, 2022
REQUEST:
QUOTATION [redacted]
GSA Contract# GS-07F-184GA

QUOTATION

QTY	PART #	DESCRIPTION	GSA PRICE	DISCOUNT PRICE
1	7555DVS	Autoclear 7555 DVS	$28,301.98	$23,801

STANDARD EQUIPMENT

1. Autoclear Electronics Imaging Package

   Includes:
   AutoSoft Linux Operating System
   Touchpad operation
   USB Connectivity
   Multi Energy
   Organic/Inorganic Stripping (With Dual Energy)
   RealClear (Computer enhanced image clarification)
   AutoDensalert (Highlights dense items such as weapons & Batteries)
   AutoTracking (Conveyor belt never needs adjustment)
   AutoSensing (Scans very thin items)
   AutoOutline (Outlines camouflaged items)
   AutoScale (Computer correction of distorted images)
   AutoCal (Automatic calibration)
   128X Continuous Active Zoom
   Light/Dark enhancement
   Pseudo Color/ Reverse B/W / Inverted Color
   Interactive HELP screen
   High Penetration
   Reversible Conveyor Direction
   Local Service Diagnostics

2. Tunnel opening 29.6" wide, 21.7" high
3. Standard Conveyor Assembly (97" total length)
4. Side or Top Mounted Controls

OPTIONS [price]

AutoMatAlert™ Automated feature that assists the operator in the detection of Explosives or other contraband by detecting materials of a specific atomic range, and highlighting those materials in a contrasting color [$2,495]	Included N/C
Entrance/Exit Tables/Slides:	
3' Parcel Collector [$750.00]	$750
19" monitor upgrade [$400.00]	Included N/C
Image Archiving [$1,000] 50,000 images Searchable by time and date, download to USB	Included N/C
Adjustable Side Mount Control Panel	$256
AutoThreatAssist – Artificial Intelligence that works on shape recognition to further reduce the number of false alarms. [$5,000]	Optional
OPERATIONAL AND TRAINING AIDS Onsite training [$1000.00]	Included N/C
SHIPPING From Pine Brook, New Jersey	$800
INSTALLATION System Assembly, Calibration & Operational Training	Included N/C
DOMESTIC WARRANTY Two years parts, labor and travel	Included N/C
TOTAL	$25,607

NOTES, TERMS & CONDITIONS

1. Prices do not include applicable taxes or fees.
2. Prices are quoted in US Dollars
3. Autoclear Standard T & C are part of this document.

This quotation supersedes all previous quotations and is valid for 90 days from date of issue, unless otherwise stated.

TERMS OF DELIVERY: FOB - DESTINATION

TERMS OF PAYMENT: NET 30 DAYS

Autoclear LLC,

SHIPPING DATE: 3 - 7 WEEKS ARO



Gregory Schaefer, Midwest Regional Manager
GregS@Autoclear.com

TERMS AND CONDITIONS OF SALE

1. Condition of Sale: The terms of sale are as indicated below unless otherwise indicated on the face of this document.

2. Terms of Shipment: All shipments are made FOB, factory, and freight is not allowed unless otherwise indicated. All shipments are made best way as determined by the Seller unless otherwise indicated on the purchase order under the assumption that the customer is willing to undertake the additional charge.

3. Prices: Prices are subject to adjustments prior to the time of delivery should delivery be delayed by Buyer. Prices do not include any sales, use excise, or similar taxes. Any such tax applicable to products covered by this quotation, bid, proposal or resultant purchase order and sales order will be billed and paid as separate and additional items on the invoice.

4. Changes in Design: Seller reserves the right to modify or change the product in whole or in part, at any time prior to the delivery thereof, in order to include therein electrical or mechanical refinements deemed appropriate by Seller, but without incurring any liability to modify or change any product previously delivered, or to supply new products in accordance with earlier specifications.

5. Purchase Orders: Changes on Purchase Orders initiated by the Buyer will not be considered effective until mutual agreement has been reached in writing between the Buyer and Seller concerning the effect of said changes on price, delivery, or other terms and conditions of the Purchase Order.

6. Delivery: Damage and risk of loss of any kind or nature after delivery to the carrier shall be at Buyers sole risk. Every effort will be made to effect delivery within the time specified by Seller on Seller's Quotation or Purchase Order acknowledgment form pursuant to Buyer's request for quotation or purchase order, provided, however, that Seller shall not be liable for any delay, or default due to causes beyond its control and due to Seller's fault or negligence. Seller shall not be liable for additional transportation charges incurred at Buyer's request to use expedited means of shipment.

7. Packaging: All products shall be shipped in standard commercial packaging, unless otherwise specified. The cost of special or export packaging, as may be required, shall be invoiced separately.

8. Warranty: SELLER'S WARRANTY IS INCLUDED WITH EACH PRODUCT DELIVERED AND EXCEPT AS THEREIN PROVIDED, NO OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, SHALL APPLY TO ANY PRODUCT SOLD HEREUNDER.

9. Returns: No products may be returned without Seller's permission in writing. Seller assumes no responsibility for unauthorized returns. All freight charges for returned products shall be to Buyer's account.

10. Consequential Damages: IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES FOR ANY CLAIM ARISING OUT OF A PURCHASE ORDER FOR PRODUCTS NOR SHALL SELLER'S LIABILITY IN ANY EVENT EXCEED THE PRICE OF THE SPECIFIED PRODUCT WHICH GAVE RISE TO THE CLAIM.

11. Errors: Seller reserves the right to correct clerical and typographical errors in any Quotation's, purchase orders, and/or invoices or product publications.

ADDITIONAL TERMS AND CONDITIONS OF SALE FOR NEW PRODUCTS
PAYMENT IS NOT CONTINGENT UPON COMPLETE SHIPMENT OF ORDER, PARTIAL SHIPMENTS IF AUTHORIZED
BY BUYER MUST BE PAID FOR AS INVOICED IN ACCORDANCE WITH TERMS HEREIN SPECIFIED.
Prices also include an Autoclear warranty as specified on the enclosed Warranty Certificate. Please be advised that
warranty may be voided on equipment improperly installed or serviced by unauthorized personnel. Third party items carry
the manufacturer's warranty.
ICC regulations apply

SPECIAL TERMS

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

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

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

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

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

2/17/2022

Gregory Schaefer
Midwest Regional Manager
Autoclear LLC

Authorized Signature
Williamson County, TX

Commissioners Court - Regular Session **15.**

Meeting Date: 03/01/2022

Walker Texas Surveyors 2586 WA1 SA2 On Call Surveying Services

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to extend the expiration date to May 31, 2024 and increase the maximum amount payable to $74,330.00. Funding source: 01.0200.0210.004150.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker Texas Surveyors 2586 WA1 SA2 On Call Surveying Services

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Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/18/2022 02:48 PM
County Judge Exec Asst.	Becky Pruitt	02/22/2022 03:19 PM
Form Started By: Vicky Edwards		Started On: 02/18/2022 09:33 AM
Final Approval Date: 02/22/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Professional Surveying Services

This Supplemental Work Authorization No. _2__ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Walker Texas Surveyors, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _1___ dated effective May 19, 2020 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from $44,330.00 to $74,330.00. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

II. The above referenced Work Authorization termination date shall be modified to May 31, 2024. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal

year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:

By: Karen J Walker
Signature

Karen J Walker
Printed Name

President
Title

2/18/2022
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

_____
Date

Attachment C - Work Schedule

Walker Texas Surveyors, Inc. will provide a work schedule for the assigned tasks.

Wilco Work Authorization On-Call WA
Approx 100 Ac LiDAR Topo
COUNTY: Williamson
LIMITS: Within Wilco River Ranch Park shown on attached sketch
Published Drone Tolerances for Drone Riegl Snoopy miniVUX sensor
Expected Accuracy & Precision: 15mm and 10mm however rarely
do we see over 0.1 to 0.2' variences on hard surfaces

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

ATTACHMENT D
FEE SCHEDULE

17-Feb-22

Service	1 Crew	2 Crew	3 Crew	Add Person	PM	RPLS	Field Cor	SrTech	CAD Tech		Admin	ATV	Subtotal	Reimburse	Total
Rate/Hr	**130**	**175**	**220**	**45**	**175**	**150**	**120**	**120**	**90**		**75**	**150**			
Rcon and establish ground control prep for Drone based LiDAR ops	8				4						2	2			
Site Data Collection for Flight	8				2							1		7700	
Subtotal	16	0	0	0	6	0	0	0	0	0	2	3		7700	
Total	**2080**	**0**	**0**	**0**	**1050**	**0**	**0**	**0**	**0**	**0**	**150**	**450**	**3730**	**7700**	**11430**
Process and Prepare 1' Countours					1			4						500	
Process and Prepare Orthomosaic					1			4						500	
Process Breaklines					1			4						350	
Process Planimetric 2D line work focused on hard surfaces								4						350	
Subtotal	0	0	0	0	3	0	0	16	0	0	0	0		1700	
Total	**0**	**0**	**0**	**0**	**525**	**0**	**0**	**1920**	**0**	**0**	**0**	**0**	**2445**	**1700**	**4145**
Deliver Civil 3D results								4			2				
QC with Kon any questionable /requested areas noted	16							8							
														0	
Subtotal	16	0	0	0	0	0	0	12	0	0	2	0			
Total	**2080**	**0**	**0**	**0**	**0**	**0**	**0**	**1440**	**0**	**0**	**150**	**0**	**3670**	**0**	**3670**
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0		0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**
Grand Total	**4160**	**0**	**0**	**0**	**1575**	**0**	**0**	**3360**	**0**	**0**	**300**	**450**	**9845**	**9400**	**19245**
Reimburseables:	0														

Commissioners Court - Regular Session **16.**

Meeting Date: 03/01/2022

T1740 Sam Bass Interim Signals Change Order #5 (Final Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of $300.00 for Project T1740 Corridor H - Sam Bass Road Interim Signals (Austin Traffic Signal) P: 462 Funding Source: Road Bond.

Background

This Change Order provides the final quantities for the overrun/underrun of Contract items on the project.

This Change Order results in an increase of $300.00 to the Contract amount, for an adjusted Contract total of $307,308.36. The original Contract amount was $319,866.00. Because of this and all other Change Orders, $12,557.64 has been deducted from the Contract, resulting in a 3.9% net decrease in the Contract cost.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T1740-SamBassInterimSignals-CO#05_FinalBalancing

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 11:56 AM
Form Started By: Julissa Vasquez		Started On: 02/22/2022 11:41 AM
Final Approval Date: 02/24/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

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: **2E** (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 02-22-22

By

Typed/Printed Name Ed Schroeder

Typed/Printed Title Vice President

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$300.00**

RECOMMENDED FOR EXECUTION:

2/23/2022
Project Manager Date

N/A
Design Engineer Date

2/23/2022
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: *5* ***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
684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	$3.00	995.00	$2,985.00	100.00	1,095.00	$3,285.00	$300.00
TOTALS					$2,985.00			$3,285.00	$300.00

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. 5

Reason for Change

This Change Order provides the final quantities for the overrun/underrun of Contract items on the project.

This Change Order results in an increase of $300.00 to the Contract amount, for an adjusted Contract total of $307,308.36. The original Contract amount was $319,866.00. Because of this and all other Change Orders, $12,557.64 has been deducted from the Contract, resulting in a 3.9% net decrease in the Contract cost.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Commissioners Court - Regular Session **17.**

Meeting Date: 03/01/2022

Replat for the Durham Park Section 4 Lot 2 Block C 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 replat for the Durham Park Section 4, Lot 2, Block C subdivision – Precinct 2.

Background

This is a replat of Lot 2, Block C of the Durham Park Section 4 subdivision. It consists of 2 lots and no new roads. The purpose of this replat is to subdivide the single existing lot into 2 new lots.

Timeline

2021-12-01 – Initial submittal of replat
2021-12-29 – 1st review complete with comments
2022-01-07 – 2nd submittal of replat
2022-01-21 – 2nd review complete with comments
2022-01-25 – 3rd submittal of replat
2022-02-08 – 3rd review complete with comments
2022-02-18 – 4th submittal of replat with signatures
2022-02-23 – 4th review complete with comments clear
2022-02-23 – replat placed on the March 1, 2022 Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Durham Park Section 4 Lot 2 Block C

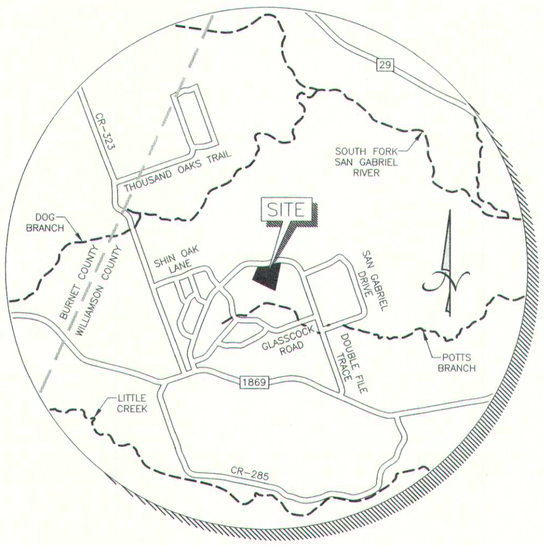
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 09:03 AM
Form Started By: Adam Boatright		Started On: 02/23/2022 10:06 PM
Final Approval Date: 02/24/2022		

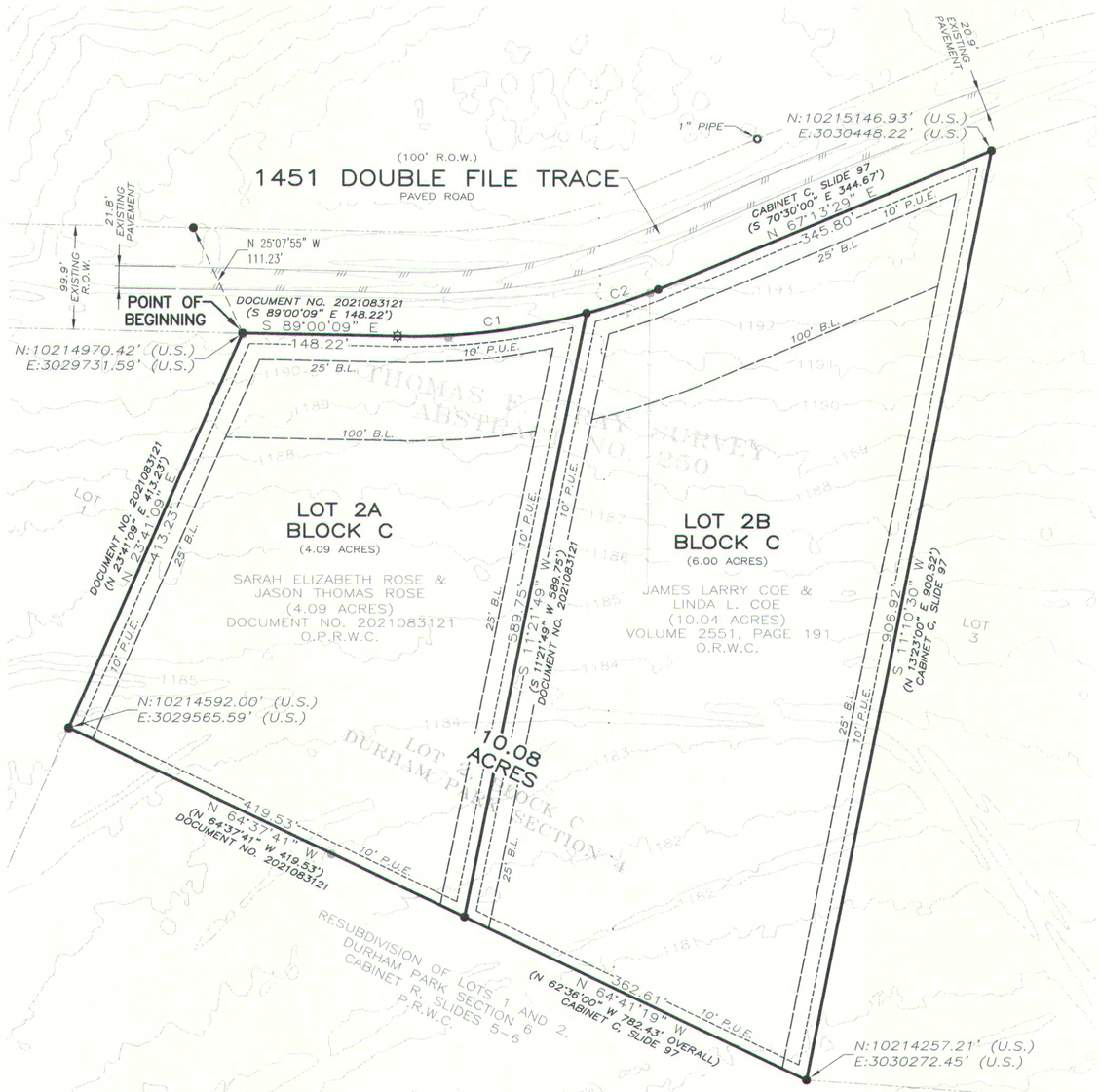
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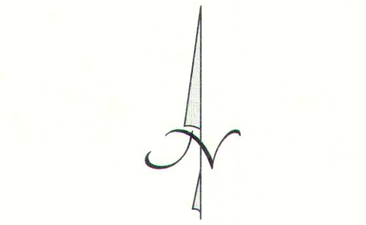
DURHAM PARK SECTION FOUR, LOT 2, BLOCK C

BEING A CALLED 10.04 ACRES, ALSO KNOWN AS LOT 2, BLOCK C, OF DURHAM PARK, SECTION FOUR, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET C, SLIDE 97, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.



LOCATION MAP
SCALE: 1"=5000'





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

LEGEND	
●	1/2" IRON ROD FOUND
⊗	COTTON SPINDLE SET
■	FENCE POST
○—	UTILITY POLE
— X —	WIRE FENCE
— E —	ELECTRIC LINES
	PAVEMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION
B.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
CMP	CORRUGATED METAL PIPE
R.O.W.	RIGHT-OF-WAY

RESUBDIVISION OF:
DURHAM PARK SECTION FOUR, LOT 2, BLOCK C

OWNERS: SARAH ELIZABETH ROSE
PH: (512) 468-8407
SARAHROSE529@GMAIL.COM
1216 FALLING HILLS DRIVE
GEORGETOWN, TEXAS 78628

JASON THOMAS ROSE
PH: (512) 740-7070
ROSE.JASON@HEB.COM
1216 FALLING HILLS DRIVE
GEORGETOWN, TEXAS 78628

JAMES LARRY COE
PH: (512) 468-8405
1451 DOUBLE FILE TRACE
LIBERTY HILL, TEXAS 78642

LINDA LEE COE
PH: (512) 468-8406
LINDACOE@GMAIL.COM
1451 DOUBLE FILE TRACE
LIBERTY HILL, TEXAS 78642

ACREAGE: 10.08 ACRES
SURVEY ABSTRACT: THOMAS F. GRAY SURVEY, ABSTRACT NO. 250

NO. OF BLOCKS: 1
NO. OF LOTS: 2
NEW STREETS: NONE
SUBMISSION DATE:
RESUBMISSION DATE:
3rd SUBMISSION DATE:
4th SUBMISSION DATE:
FINAL SUBMISSION DATE:

SURVEYOR: Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628
512-930-1600 - phone
512-930-9389 - fax

SHEET INDEX

SHEET 1: PLAT & PERIMETER NOTES
SHEET 2: PLAT NOTES & SIGNATURE BLOCKS

(DOCUMENT NO. 2021083121)

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	16°08'16"	650.00'	183.08'	182.47'	N 82°53'18" E
C2	6°21'52"	650.00'	72.20'	72.17'	N 71°43'19" E

RECORD CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	–	650.00'	255.25' OVERALL	–	–
C2	–	650.00'	255.25' OVERALL	–	–

CULVERT TABLE

LOT 2A:	18" CMP, 22' MINIMUM LENGTH (PROPOSED)
LOT 2B:	16" CMP (EXISTING)

CULVERT NOTES:

-CULVERTS SHALL INCLUDE A CONCRETE APRON SAFETY END TREATMENT IN ACCORDANCE WITH CURRENT TXDOT SAFETY END TREATMENT STANDARDS (2021 B11.15).

-THE EXISTING CULVERT FOR LOT 2B SHALL REMAIN. IF THE DRIVEWAY FOR LOT 2B IS MODIFIED AND/OR RELOCATED IN THE FUTURE, AN APPROPRIATELY SIZED CULVERT IS REQUIRED.

-DRIVEWAY CULVERTS SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER, HAVE A MINIMUM INTERIOR DIAMETER OF 18" AND A MINIMUM LENGTH OF 22'.

PERIMETER FIELD NOTES:

Being 10.08 acres of land situated in Williamson County, Texas, out of the Thomas F. Gray Survey, Abstract No. 250, and being the remainder of a called 10.04 acres, conveyed to James Larry Coe and Linda L. Coe, in that instrument recorded in Volume 2551, Page 191 of the Official Records, Williamson County, Texas, also known as Lot 2, Block C, of Durham Park Section 4, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet C, Slides 97-99 of the Plat Records, Williamson County, Texas, and a called 4.09 acres, conveyed to Sarah Elizabeth Rose and Jason Thomas Rose, in that instrument recorded under Document No. 2021083121 of the Official Public Records, Williamson County, Texas, as surveyed on the ground on this, the 5th day of May, 2021, by Texas Land Surveying, Inc., and further described by metes and bounds as follows:

BEGINNING: at a ½" iron rod found in the south line of Double File Trace, for the northeast corner of Lot 1, Block C, of said Durham Park Section 4, the northwest corner of Lot 2, Block C of said Durham Park Section 4, the northwest corner of said Rose tract, and this parcel.

THENCE: S 89°00'09" E, 148.22 feet along the south line of Double File Trace, the north line of said Lot 2, Block C, of Durham Park Section 4, the north line of said Rose tract, and this parcel, to a cotton spindle set, for an angle point, and the start of a curve left having a radius of 650.00 feet and a chord bearing and distance of N 82°53'18" E, 182.47 feet.

THENCE: 183.08 feet along said curve left, the south line of Double File Trace, the north line of said Lot 2, Block C of Durham Park Section 4, the north line of said Rose tract, and this parcel, to a ½" iron rod found, for the northeast corner of said Rose tract, the northwest corner of said Coe tract, an angle point in the north line of said Lot 2, Block C of Durham Park Section 4, and this parcel, and the end of said curve left, also being the start of a curve left having a radius of 650.00 feet and a chord bearing and distance of N 71°43'19" E, 72.17 feet.

THENCE: 72.20 feet along the said curve left, the south line of Double File Trace, the north line of said Lot 2, Block C of Durham Park Section 4, the north line of said Coe tract, and this parcel, to a ½" iron rod found, for an angle point and the end of said curve left.

THENCE: N 67°13'29" E, 345.80 feet along the south line of Double File Trace, the north line of said Lot 2, Block C of Durham Park Section 4, the north line of said Coe tract, and this parcel, to a ½" iron rod found, for the northwest corner of Lot 3, Block C of Durham Park Section 4, the northeast corner of Lot 2, Block C of Durham Park Section 4, the northeast corner of said Coe tract, and this parcel.

THENCE: S 11°10'30" W, 906.92 feet along the west line of Lot 3, Block C of Durham Park Section 4, the east line of Lot 2, Block C of Durham Park Section 4, the east line of said Coe tract, and this parcel, to a ½" iron rod found in the north line of the Resubdivision of Lots 1 and 2, Durham Park Section 6, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet R, Slides 5-6 of said Plat Records, for the southwest corner of Lot 3, Block C of Durham Park Section 4, the southeast corner of Lot 2, Block C of Durham Park Section 4, the southeast corner of said Coe tract, and this parcel.

THENCE: N 64°41'19" W, 362.61 feet along the north line of said Resubdivision of Lots 1 and 2, Durham Park Section 6, the south line of Lot 2, Block C of Durham Park Section 4, the south line of said Coe tract, and this parcel, to a ½" iron rod found for the southeast corner of said Rose tract, the southwest corner of said Coe tract, an angle point in the south line of Lot 2, Block C of Durham Park Section 4, and this parcel.

THENCE: N 64°37'41" W, 419.53 feet along the north line of said Resubdivision of Lots 1 and 2, Durham Park Section 6, the south line of said Lot 2, Block C of Durham Park Section 4, the south line of said Rose tract, and this parcel, to a ½" iron rod found in the east line of Lot 1, Block C of Durham Park Section 4, for the northwest corner of said Resubdivision of Lots 1 and 2, Durham Park Section 6, the southwest corner of said Rose tract, the southwest corner of said Lot 2, Block C of Durham Park Section 4, and this parcel.

THENCE: N 23°41'09" E, 413.23 feet along the east line of said Lot 1, Block C of Durham Park Section 4, the west line of said Rose tract, the west line of said Lot 2, Block C of Durham Park Section 4, and this parcel, to the Point of Beginning, and containing a computed area of 10.08 acres more or less.

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

SHEET 1 OF 2

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RESUBDIVISION OF:

DURHAM PARK SECTION FOUR, LOT 2, BLOCK C

BEING A CALLED 10.04 ACRES, ALSO KNOWN AS LOT 2, BLOCK C, OF DURHAM PARK, SECTION FOUR, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET C, SLIDE 97, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

PLAT NOTES

1. Right-of-way easements for 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 easement for the construction, improvement or maintenance of the future road.
2. The landowner assumes all risks associated with improvements located in the right-of-way or road easements. By placing anything in the right-of-way or road easements, the landowner indemnifies and holds the County, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the County and that the Owner of the improvement shall be responsible for the relocation and/or replacement of the improvement.
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. Except in areas required to meet legal accessibility requirements, the minimum finished floor elevation shall be one (1) foot higher than the highest spot elevation that is located within five (5) feet outside the perimeter of the building, or at least one foot above the BFE (Base Flood Elevation), whichever is higher.
8. Obstructions are prohibited within drainage easements.
9. No lot in this subdivision is 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 No. 48491C0240F, effective date: December 20, 2019 for Williamson County, Texas.
10. 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.
11. Water Service to each lot is presently provided by: Durham Park Water Supply Corp., Wastewater service for each lot is presently provided by existing: On-site Sewage Facility.
12. All public roadways and easements as shown on this plat are free of liens.
13. 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.
14. 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.
15. All existing covenants and restrictions from the parent plat, Durham Park Section Four, as recorded in plat book 10, pages 1-3 of the Plat Records of Williamson County, Texas, shall remain in effect and are not amended by this re-plat.
16. 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.
17. Maximum of 20% 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.
18. 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.
19. All sidewalks shall be maintained by each of the adjacent property owners.

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. This tract is not located within the Edwards Aquifer Recharge Zone.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas,
this 17th day of February, 2022

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

STATE OF TEXAS · REGISTERED · KENNETH LOUIS CRIDER · 5624 · PROFESSIONAL · LAND SURVEYOR

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.

Roger Nichum For Terron Evertson — 2/23/2022

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

Date

OWNER'S SIGNATURE

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

Sarah Elizabeth Rose, co-owner of that certain tract of land situated in Williamson County, Texas, out of the Thomas F. Gray Survey, Abstract No. 250, and being a called 4.09 acres, conveyed to Sarah Elizabeth Rose and Jason Thomas Rose, in that instrument recorded under Document No. 2021083121 of the Official Public Records of Williamson County, Texas, and being part of Lot 2, Block C, of Durham Park Section 4, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet C, Slides 97-99 of the Plat Records, Williamson County, Texas, and do hereby Re-subdivide said tract shown hereon, and do hereby 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 Williamson County may deem appropriate. This subdivision is to be known as **RESUBDIVISION OF DURHAM PARK SECTION FOUR, LOT 2, BLOCK C.**

TO CERTIFY WHICH, WITNESS by my hand this 17 day of FEBRUARY, 2022

Sarah Elizabeth Rose
SARAH ELIZABETH ROSE
1216 FALLING HILLS DRIVE
GEORGETOWN, TEXAS 78628

Notary Public in and for the State of Texas
My Commission expires on: 9/14/22

JAMES R. BARKER
Notary Public, State of Texas
Comm. Expires 09-14-2022
Notary ID 131723198

OWNER'S SIGNATURE

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

Jason Thomas Rose, co-owner of that certain tract of land situated in Williamson County, Texas, out of the Thomas F. Gray Survey, Abstract No. 250, and being a called 4.09 acres, conveyed to Sarah Elizabeth Rose and Jason Thomas Rose, in that instrument recorded under Document No. 2021083121 of the Official Public Records of Williamson County, Texas, and being part of Lot 2, Blonk C, of Durham Park Section 4, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet C, Slides 97-99 of the Plat Records, Williamson County, Texas, and do hereby Re-subdivide said tract shown hereon, and do hereby 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 Williamson County may deem appropriate. This subdivision is to be known as **RESUBDIVISION OF DURHAM PARK SECTION FOUR, LOT 2, BLOCK C.**

TO CERTIFY WHICH, WITNESS by my hand this 17 day of FEBRUARY, 2022

Jason Thomas Rose
JASON THOMAS ROSE
1216 FALLING HILLS DRIVE
GEORGETOWN, TEXAS 78628

Notary Public in and for the State of Texas
My Commission expires on: 9/14/22

JAMES R. BARKER
Notary Public, State of Texas
Comm. Expires 09-14-2022
Notary ID 131723198

ROAD NAME AND 911 ADDRESSING APPROVAL:

Road name and address assignments verified this the 18 day of February, 2022 A.D.

Cindy Bridges
Williamson County Addressing Coordinator
Cindy Bridges

OWNER'S SIGNATURE

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

James Larry Coe, co-owner of that certain tract of land situated in Williamson County, Texas, out of the Thomas F. Gray Survey, Abstract No. 250, and being the remainder of a called 10.04 acres, conveyed to James Larry Coe and Linda L. Coe, in that instrument recorded in Volume 2551, Page 191 of the Official Records, Williamson County, Texas, also known as Lot 2, Block C, of Durham Park Section 4, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet C, Slides 97-99 of the Plat Records, Williamson County, Texas, and do hereby Re-subdivide said tract shown hereon, and do hereby 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 Williamson County may deem appropriate. This subdivision is to be known as **RESUBDIVISION OF DURHAM PARK SECTION FOUR, LOT 2, BLOCK C.**

TO CERTIFY WHICH, WITNESS by my hand this 17 day of FEBRUARY, 2022

James Larry Coe
JAMES LARRY COE
1451 DOUBLE FILE TRACE
LIBERTY HILL, TEXAS 78642

Notary Public in and for the State of Texas
My Commission expires on: 9/14/22

JAMES R. BARKER
Notary Public, State of Texas
Comm. Expires 09-14-2022
Notary ID 131723198

OWNER'S SIGNATURE

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

Linda L. Coe, co-owner of that certain tract of land situated in Williamson County, Texas, out of the Thomas F. Gray Survey, Abstract No. 250, and being the remainder of a called 10.04 acres, conveyed to James Larry Coe and Linda L. Coe, in that instrument recorded in Volume 2551, Page 191 of the Official Records, Williamson County, Texas, also known as Lot 2, Block C, of Durham Park Section 4, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet C, Slides 97-99 of the Plat Records, Williamson County, Texas, and do hereby Re-subdivide said tract shown hereon, and do hereby 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 Williamson County may deem appropriate. This subdivision is to be known as **RESUBDIVISION OF DURHAM PARK SECTION FOUR, LOT 2, BLOCK C.**

TO CERTIFY WHICH, WITNESS by my hand this 17 day of FEBRUARY, 2022

Linda Lee Coe
LINDA LEE COE
1451 DOUBLE FILE TRACE
LIBERTY HILL, TEXAS 78642

Notary Public in and for the State of Texas
My Commission expires on: 9/14/22

JAMES R. BARKER
Notary Public, State of Texas
Comm. Expires 09-14-2022
Notary ID 131723198

COUNTY JUDGE'S APPROVAL

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

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

Bill Gravell, County Judge
Williamson County, Texas

Date

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 authentication was filed for record in my office on the _____ day of _____, 20____ A.D., at _____ o'clock, ____.M., and duly recorded this the day of _____, 20____ A.D., at _____ o'clock, ____.M., in the Official Public Records of said County in Instrument No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

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

S:\2021 PROJECTS\210712 DURHAM PARK SEC 4 LOT 2 BLK C (PT) - 1451 DOUBLE FILE TRACE LIBERTY HILL\PLAT\ 210712 REPLAT DURHAM PARK SEC 4 LOT 2 BLK C.dwg Feb 17, 2022 - 8:28 am rtaylor

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Commissioners Court - Regular Session **18.**

Meeting Date: 03/01/2022

Preliminary plat for the Benton Tract Phase 1 Sections 1-3 subdivision – Pct 3

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Benton Tract Phase 1, Sections 1-3 subdivision – Precinct 3.

Background

This proposed subdivision consists of 368 single family lots, 1 amenity lot, 4 open space & drainage lots, 9 landscape lots, 1 commercial lot, 1 multifamily lot and 19,632 linear feet of new public roads.

Timeline

2021-11-05 – initial submittal of the preliminary plat
2021-12-03 – 1st review complete with comments
2021-12-17 – 2nd submittal of preliminary plat
2021-12-30 – 2nd review complete with comments
2022-02-01 – 3rd submittal of preliminary plat
2022-02-16 – 3rd review complete with comments
2022-02-17 – 4th submittal of preliminary plat
2022-02-18 – 4th review complete with comments clear
2022-02-23 – preliminary plat placed on the March 1, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Benton Tract Ph 1 Sec 1-3

Form Review

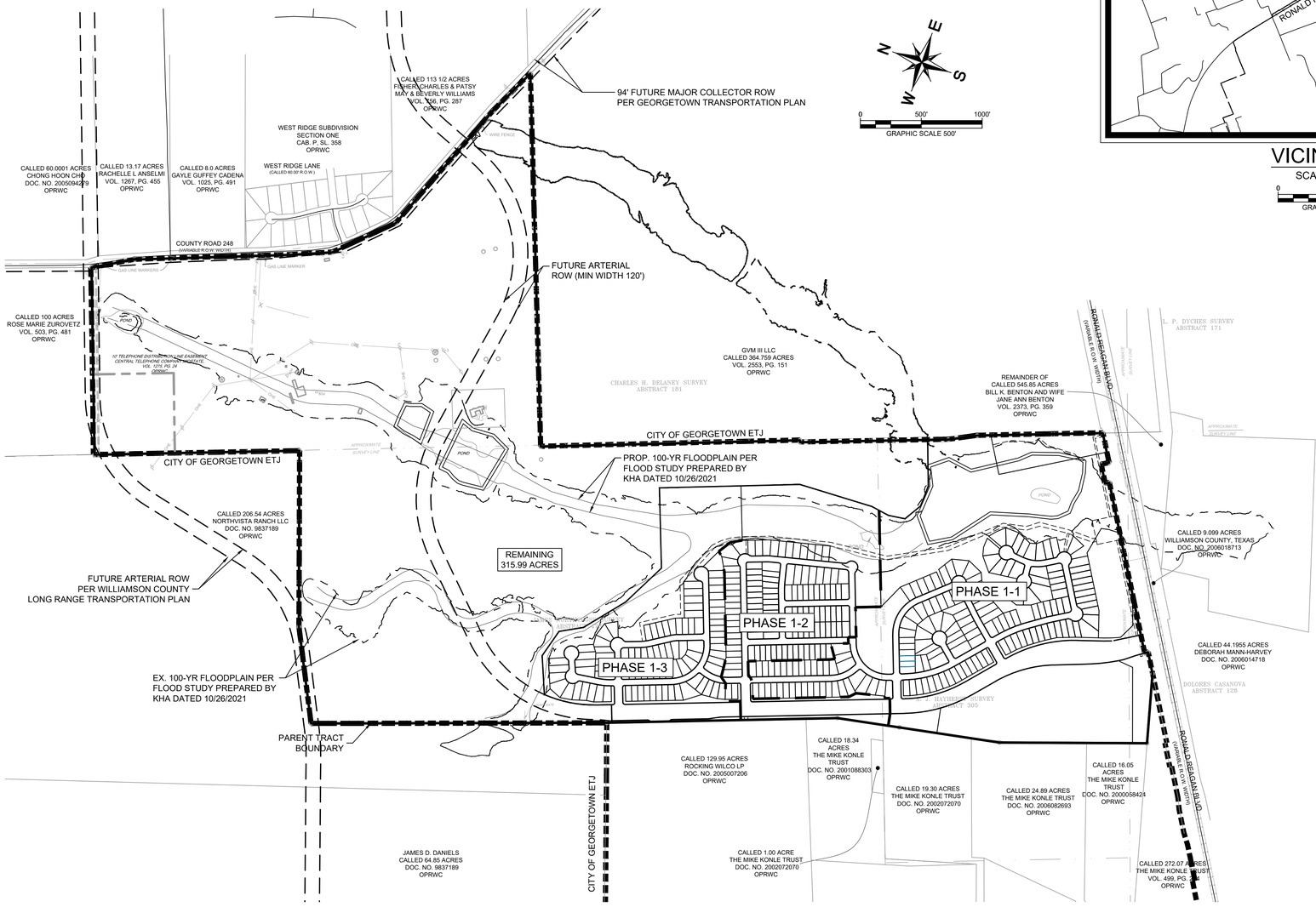
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Form Started By: Adam Boatright		Started On: 02/23/2022 10:06 PM
Final Approval Date: 02/24/2022		

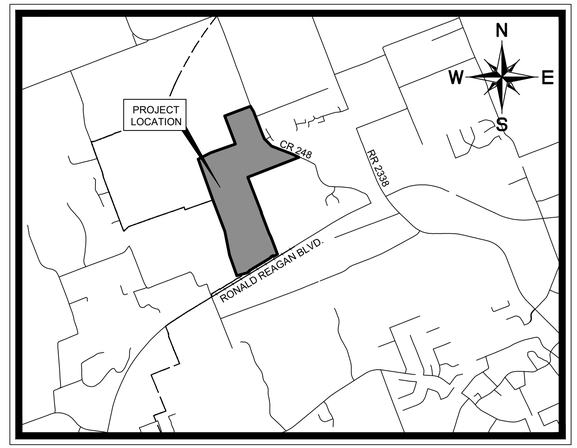
BENTON TRACT

PHASE 1 SECTIONS 1, 2 & 3
PRELIMINARY PLAT
WILLIAMSON COUNTY

SHEET INDEX

SHEET NO.	DESCRIPTION
1	OVERALL PRELIMINARY PLAT
2	PRELIMINARY PLAT (SHEET 1 OF 4)
3	PRELIMINARY PLAT (SHEET 2 OF 4)
4	PRELIMINARY PLAT (SHEET 3 OF 4)
5	PRELIMINARY PLAT (SHEET 4 OF 4)





VICINITY MAP

SCALE: 1" = 4,000'

0 4000' 8000'

GRAPHIC SCALE 4000'

TOTAL NO. OF LOTS: 384
NO. OF BLOCKS: 18
NO. OF 45 LOTS: 77
NO. OF 50' LOTS: 192
NO. OF 60' LOTS: 99
NO. OF SINGLE FAMILY LOTS: 368
NO. OF AMENITY LOTS: 1
NO. OF OPEN SPACE/DRAINAGE LOTS: 4
NO. OF LANDSCAPE LOTS: 9
NO. OF COMMERCIAL LOTS: 1
NO. OF MULTIFAMILY LOTS: 1

TOTAL LINEAR FOOTAGE OF STREETS: 19,632 LF

ACREAGE THIS PHASE: 207.53
ACREAGE ENTIRE SUBDIVISION: 523.52

ORIGINAL SUBMITTAL DATE: NOVEMBER 5, 2021

WATERSHED STATUS

THIS SITE IS LOCATED IN THE NORTH FORK OF THE SAN GABRIEL WATERSHED. THIS SITE IS LOCATED IN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

FLOODPLAIN INFORMATION

NO SINGLE FAMILY LOTS WITHIN THIS SUBDIVISION ARE ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INDICATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP #48491C0275E FOR WILLIAMSON COUNTY, EFFECTIVE DATE SEPTEMBER 26, 2008.

GENERAL NOTES:

1. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
2. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
3. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS
4. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
5. THE SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
6. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS AND WILLIAMSON COUNTY SUBDIVISION REGULATIONS OR APPLICABLE ORDINANCES BUT SHALL BE A MINIMUM OF 50 FEET FROM THE RIGHT-OF-WAY ALONG MAJOR ROADS AND 25 FEET FROM EDGE OF THE RIGHT-OF-WAY FROM ALL OTHER PUBLIC ROADS.
7. FOR RIGHT-OF-WAY DEDICATION BEYOND 120 FEET IN OVERALL WIDTH, OR 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 RIGHT-OF-WAY.
8. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
9. NO STRUCTURE OR IMPROVEMENT OF ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
10. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
11. THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
12. WATER SERVICE PROVIDED BY: CITY OF GEORGETOWN WASTEWATER SERVICE PROVIDED BY: CITY OF GEORGETOWN
13. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
14. ALL STREETS TO BE DEDICATED FOR PUBLIC USE.
15. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
16. THE MINIMUM STREET CENTERLINE RADIUS SHALL BE 180 FEET FOR LOCAL STREETS AND 470 FEET FOR COLLECTOR STREETS. THE MINIMUM STREET CENTERLINE RADIUS SHALL BE 1080 FEET FOR ARTERIAL STREETS.
17. ALL LOTS SHALL BE A MINIMUM OF 30 FEET WIDE AS MEASURES 25 FEET FROM THE FRONT PROPERTY LINE.
18. IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
19. NO LOTS WITHIN THIS SUBDIVISION SHALL BE FURTHER SUBDIVIDED.
20. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO WILD NOLINA WAY.
21. 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 SUBDIVISIONS OF LOT 26, BLOCK A AND LOT 2, BLOCK R PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOT 26, BLOCK A AND LOT 2, BLOCK R 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 A 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.
22. A RIGHT TURN LANE WILL BE INSTALLED ALONG RONALD REAGAN BLVD. BEFORE THE 340TH LOT GETS PLATTED. A LEFT TURN LANE ON RONALD REAGAN BLVD. WILL BE INSTALLED WITH PHASE 1-1. TURN LANES TO BE 615' LONG. THIS INCLUDES THE TURN LANE TRANSITION. DESIGN TO FOLLOW CURRENT TXDOT DESIGN STANDARDS.
23. DEVELOPER AGREES TO DEDICATE RIGHT-OF-WAY FOR COUNTY ROAD 248 IN ORDER TO ACHIEVE A MINIMUM RIGHT-OF-WAY WIDTH OF 94' WITH THE FUTURE PHASES OF THIS DEVELOPMENT. 94' WIDTH IS BASED ON THE CITY OF GEORGETOWN'S CURRENT SUBDIVISION STANDARDS FOR A MAJOR COLLECTOR ROADWAY.
24. DEVELOPER AGREES DEDICATE RIGHT-OF-WAY IN FUTURE PHASES AS GENERALLY SHOWN ON THIS SHEET FOR FUTURE ARTERIALS IN ORDER TO ACHIEVE THE GOALS OF THE WILLIAMSON COUNTY LONG RANGE TRANSPORTATION PLAN. FOR FULL ARTERIAL RIGHT OF WAY DEDICATION, THE MINIMUM WIDTH SHALL BE 120'.

ENGINEER/SURVEYOR

Kimley»Horn

10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 300
AUSTIN, TEXAS 78759
CERTIFICATE OF REGISTRATION #928

Tel. No. (512) 418-1771
Fax No. (512) 418-1791

CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER

JOHNSON DEVELOPMENT SERVICES
5005 RIVERWAY, SUITE 500
HOUSTON, TEXAS 77056
TEL: (512) 496-4070
CONTACT: TOMMY TUCKER

No.	REVISIONS	DATE	BY

BENTON TRACT PRELIMINARY PLAN

Kimley»Horn
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TEXAS REGISTERED ENGINEERING FIRM F-928

02/17/2022

STATE OF TEXAS
ALEJANDRO E. GRANADOS RICO
103654
LICENSED
PROFESSIONAL ENGINEER

Alejandro E. Granados Rico

KHA PROJECT NO. 069291601

KHA PROJECT 069291601	
DATE	FEBRUARY 2022
SCALE:	AS SHOWN
DESIGNED BY:	AGD
DRAWN BY:	DPD
CHECKED BY:	AEG

OVERALL PRELIMINARY PLAT

BENTON TRACT
PHASE 1, SECTIONS 1, 2 & 3
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
1

Plotted By:Duffy, Daniel Date:February 17, 2022 02:32:08pm File Path:K:\AUS_Civil\069291601 Benton – 005\PRELIMINARY PLAN\Cad\PlanSheets\C-Cover Sheet.dwg
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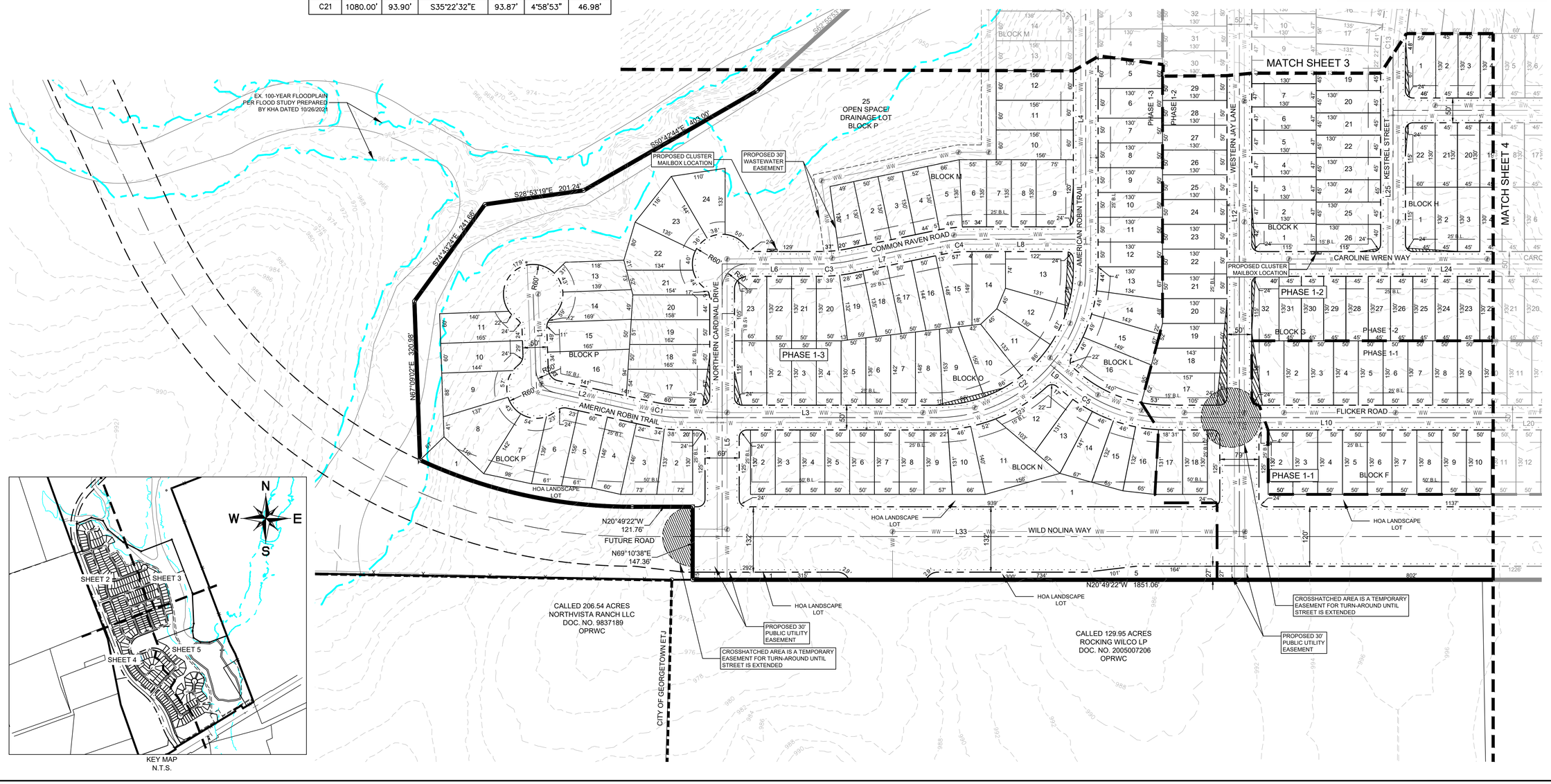
LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	190.80	S67°09'02.11"W	L20	461.46	N58°38'42.02"E
L2	235.63	S8°15'22.33"E	L21	159.76	S31°21'17.98"E
L3	512.62	S20°49'21.92"E	L22	140.57	S6°03'53.43"W
L4	579.61	N69°10'38.08"E	L23	158.91	N84°24'01.65"E
L5	550.05	S69°10'38.08"W	L24	890.03	N20°49'21.92"W
L6	198.22	N20°49'21.92"W	L25	416.86	N69°10'38.08"E
L7	182.62	N32°36'30.24"W	L26	192.04	N76°03'22.75"E
L8	233.94	N20°49'21.92"W	L27	580.03	N20°49'21.92"W
L9	54.83	N19°23'26.22"E	L28	589.74	N69°10'38.08"E
L10	848.36	N20°49'21.92"W	L29	362.91	S42°30'07.53"E
L11	75.58	N58°50'51.87"W	L30	311.74	S43°55'52.59"W
L12	1232.76	N69°10'38.08"E	L31	391.19	S40°37'36.21"W
L13	191.12	S20°49'21.92"E	L32	234.91	S40°37'36.21"W
L14	667.78	S13°56'37.25"E	L33	2408.49	S20°49'21.92"E
L15	630.63	S69°10'38.08"W	L34	396.98	S49°22'23.79"E
L16	135.46	S20°49'21.92"E	L35	226.02	S18°22'47.50"E
L17	436.91	S49°22'23.79"E	L36	65.22	S31°21'18.00"E
L18	168.96	S35°08'54.45"E	L37	254.96	S21°15'31.20"E
L19	205.06	S31°21'17.98"E	L38	81.92	N37°51'57.98"W

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	300.00'	65.80'	S14°32'22"E	65.67'	12°34'00"	33.03'
C2	300.00'	471.24'	S65°49'22"E	424.26'	90°00'00"	300.00'
C3	300.00'	61.71'	N26°42'56"W	61.60'	11°47'08"	30.96'
C4	300.00'	61.71'	N26°42'56"W	61.60'	11°47'08"	30.96'
C5	300.00'	210.56'	N0°42'58"W	206.26'	40°12'48"	109.82'
C6	300.00'	199.10'	N39°50'07"W	195.46'	38°01'30"	103.37'
C7	300.00'	36.02'	S17°23'00"E	36.00'	6°52'45"	18.03'
C8	280.00'	439.82'	S24°10'38"W	395.98'	90°00'00"	280.00'
C9	840.00'	418.57'	S35°05'53"E	414.26'	28°33'02"	213.73'
C10	1000.00'	248.27'	S42°15'39"E	247.63'	14°13'29"	124.78'
C11	500.00'	33.10'	S33°15'06"E	33.10'	3°47'36"	16.56'
C12	300.00'	195.93'	S12°38'42"E	192.47'	37°25'11"	101.60'
C13	500.00'	60.03'	N72°37'00"E	60.00'	6°52'45"	30.05'
C14	300.00'	357.73'	S76°39'45"E	336.91'	68°19'14"	203.58'
C15	500.00'	28.84'	S42°16'44"W	28.83'	3°18'16"	14.42'
C16	1080.00'	538.16'	S35°05'53"E	532.61'	28°33'02"	274.79'
C17	1080.00'	584.21'	S33°52'36"E	577.12'	30°59'36"	299.44'
C18	1080.00'	244.58'	S24°52'03"E	244.05'	12°58'31"	122.81'
C19	1080.00'	529.95'	S35°18'57"E	524.65'	28°06'53"	270.42'
C20	1080.00'	313.04'	S29°33'45"E	311.95'	16°36'27"	157.63'
C21	1080.00'	93.90'	S35°22'32"E	93.87'	4°58'53"	46.98'

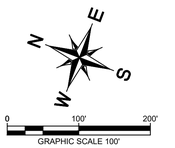
STREET DESIGN TABLE

STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	ROW WIDTH	PAVEMENT WIDTH	RURAL/URBAN	MAINTENANCE AUTHORITY	SIDEWALK
WILD NOLINA WAY	ARTERIAL	45 MPH	2,120'	VARIES (120' MIN)	*36 LF (LOG-LOG) W/ TURN LANES AND 24 LF (LOG-LOG) W/ OUT TURN LANES	URBAN	PUBLIC	5' BOTH SIDES
			2,344'	120' (MIN)	*45 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
GREAT EGRET STREET	LOCAL	25 MPH	552'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
	MINOR COLLECTOR	35 MPH	240'	69'	37 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
GREEN HERON AVENUE	LOCAL	25 MPH	2,708'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
COWBIRD LANE	LOCAL	25 MPH	461'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
AMERICAN CROW COVE	LOCAL	25 MPH	496'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
CRESTED CARACARA COURT	LOCAL	25 MPH	235'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
LOGGERHEAD SHRIKE LANE	LOCAL	25 MPH	895	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
CORMORANT COURT	LOCAL	25 MPH	159'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
BARRED OWL TRAIL	LOCAL	25 MPH	1,170'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
	MINOR COLLECTOR	35 MPH	240'	69'	37 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
WESTERN JAY LANE	LOCAL	25 MPH	993'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
	MINOR COLLECTOR	35 MPH	240'	79'	37 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
FLICKER ROAD	LOCAL	25 MPH	1,396'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
CAROLINE WREN WAY	LOCAL	25 MPH	890'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
KESTREL STREET	LOCAL	25 MPH	669'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
PALM WARBLER PASS	LOCAL	25 MPH	580'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
AMERICAN ROBIN TRAIL	LOCAL	25 MPH	2,055'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
NORTHERN CARDINAL DRIVE	LOCAL	25 MPH	320'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
	MINOR COLLECTOR	35 MPH	240'	69'	37 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
COMMON RAVEN ROAD	LOCAL	25 MPH	738'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES

NOTE: MINIMUM ROW WIDTH FOR MINOR COLLECTOR IS 60'.
*PAVEMENT WIDTH BASED ON ESTIMATED AVERAGE DAILY TRIPS AND WILLIAMSON COUNTY SUBDIVISION REGULATIONS AS OF DECEMBER 7TH, 2021.
PAVEMENT WIDTH TO BE 45 FT WHEN 6000 > ADT > 3000 **OR** TYPICAL ARTERIAL SECTION (24 FT WIDTH EACH DIRECTION AND 36 FT WHERE TURN LANES NEEDED) WHEN ADT > 6000



KEY MAP
N.T.S.



LEGEND

- PROPERTY LINE
- PHASE LINE
- CITY OF GEORGETOWN ETJ LIMITS
- 632 EXISTING CONTOUR
- BUILDING SETBACK LINE
- PROPOSED LOT LINE
- PROPOSED RIGHT OF WAY
- PROPOSED STREET CENTERLINE
- W PROPOSED WATER LINE
- WW PROPOSED WASTEWATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED WW MANHOLE
- PROPOSED 5' SIDEWALK (UNLESS NOTED OTHERWISE)
- CLUSTER MAILBOX KIOSK
- SIGHT DISTANCE EASEMENT

No.	REVISIONS	DATE	BY

Kimley»Horn
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WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

02/17/2022

STATE OF TEXAS
ALEJANDRO E. GARCIA-ROJAS
103995
LICENSED
PROFESSIONAL ENGINEER

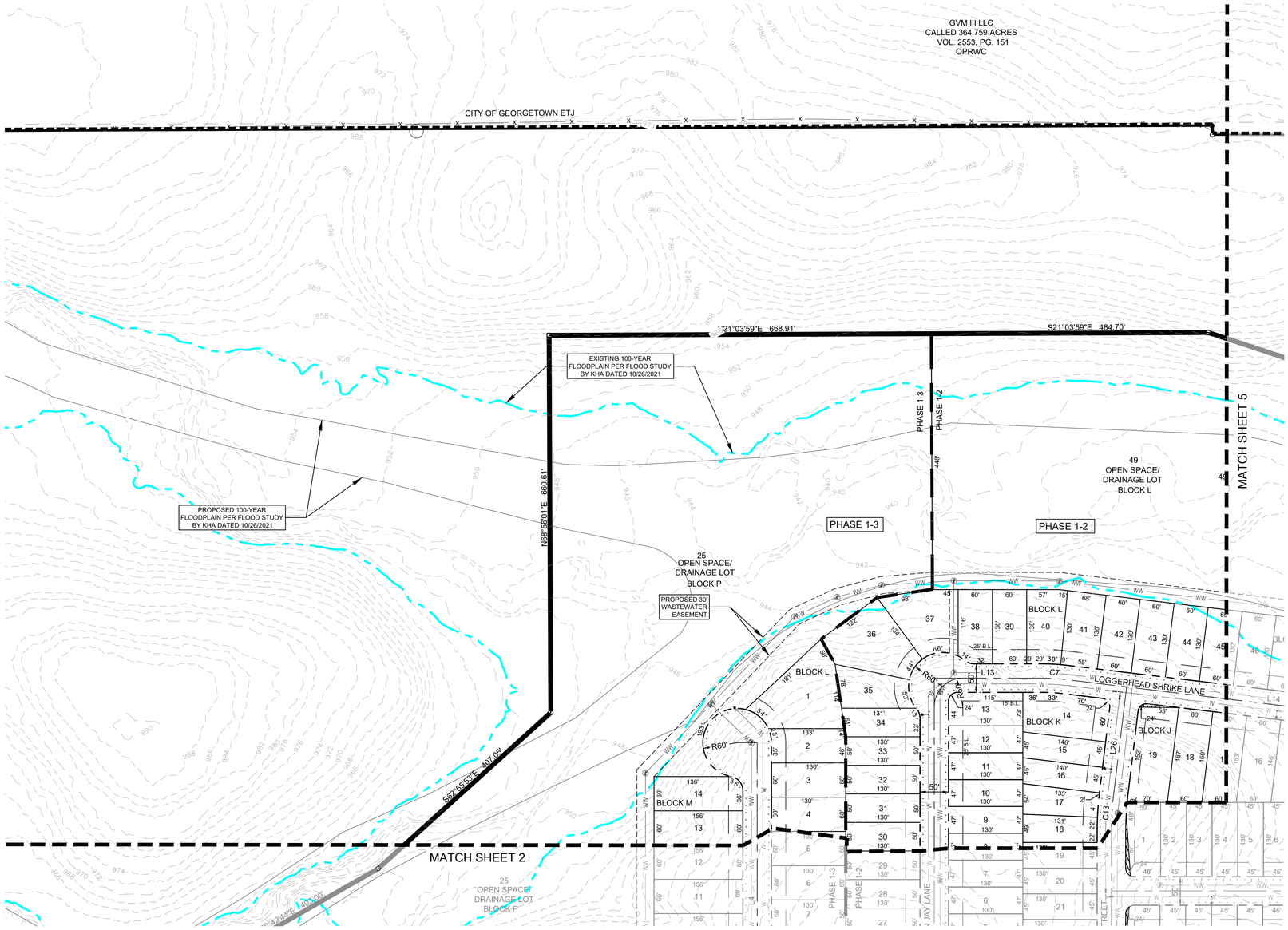
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DATE FEBRUARY 2022
SCALE: AS SHOWN
DESIGNED BY: AGD
DRAWN BY: DPD
CHECKED BY: AEG

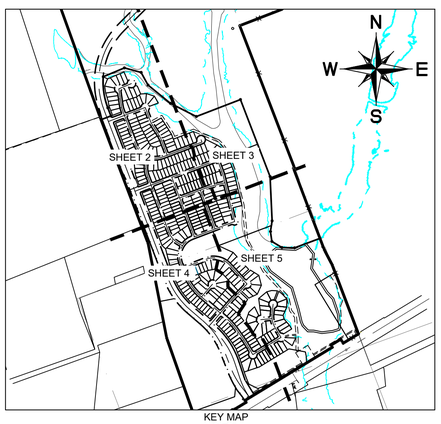
PRELIMINARY PLAT (SHEET 1 OF 4)

BENTON TRACT
PHASE 1, SECTIONS 1, 2 & 3
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

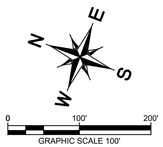
SHEET NUMBER
2

Plotted By: Duffy, Daniel Date: February 17, 2022 08:21:05am File Path: K:\AUS_Civil\069291601 Benton - JDS\PRELIMINARY PLAN\Cad\PlanSheets\C-Preliminary Plat.dwg
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KEY MAP
N.T.S.



LEGEND

- PROPERTY LINE
- PHASE LINE
- CITY OF GEORGETOWN ETJ LIMITS
- EXISTING CONTOUR (632)
- BUILDING SETBACK LINE
- PROPOSED LOT LINE
- PROPOSED RIGHT OF WAY
- PROPOSED STREET CENTERLINE
- PROPOSED WATER LINE (W)
- PROPOSED WASTEWATER LINE (WW)
- PROPOSED FIRE HYDRANT
- PROPOSED WW MANHOLE
- PROPOSED 5' SIDEWALK (UNLESS NOTED OTHERWISE)
- CLUSTER MAILBOX KIOSK
- SIGHT DISTANCE EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	190.80	S67°09'02.11"W
L2	235.63	S8°15'22.33"E
L3	512.62	S20°49'21.92"E
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L19	205.06	S31°21'17.98"E

LINE TABLE		
LINE	LENGTH	BEARING
L20	461.46	N58°38'42.02"E
L21	159.76	S31°21'17.98"E
L22	140.57	S6°03'53.43"W
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L24	890.03	N20°49'21.92"W
L25	416.86	N69°10'38.08"E
L26	192.04	N76°03'22.75"E
L27	580.03	N20°49'21.92"W
L28	589.74	N69°10'38.08"E
L29	362.91	S42°30'07.53"E
L30	311.74	S43°55'52.59"W
L31	391.19	S40°37'36.21"W
L32	234.91	S40°37'36.21"W
L33	2408.49	S20°49'21.92"E
L34	396.98	S49°22'23.79"E
L35	226.02	S18°22'47.50"E
L36	65.22	S31°21'18.00"E
L37	254.96	S21°15'31.20"E
L38	81.92	N37°51'57.98"W

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	300.00'	65.80'	S14°32'22"E	65.67'	12°34'00"	33.03'
C2	300.00'	471.24'	S65°49'22"E	424.26'	90°00'00"	300.00'
C3	300.00'	61.71'	N26°42'56"W	61.60'	11°47'08"	30.96'
C4	300.00'	61.71'	N26°42'56"W	61.60'	11°47'08"	30.96'
C5	300.00'	210.56'	N0°42'58"W	206.26'	40°12'48"	109.82'
C6	300.00'	199.10'	N39°50'07"W	195.46'	38°01'30"	103.37'
C7	300.00'	36.02'	S17°23'00"E	36.00'	6°52'45"	18.03'
C8	280.00'	439.82'	S24°10'38"W	395.98'	90°00'00"	280.00'
C9	840.00'	418.57'	S35°05'53"E	414.26'	28°33'02"	213.73'
C10	1000.00'	248.27'	S42°15'39"E	247.63'	14°13'29"	124.78'
C11	500.00'	33.10'	S33°15'06"E	33.10'	3°47'36"	16.56'
C12	300.00'	195.93'	S12°38'42"E	192.47'	37°25'11"	101.60'
C13	500.00'	60.03'	N72°37'00"E	60.00'	6°52'45"	30.05'
C14	300.00'	357.73'	S76°39'45"E	336.91'	68°19'14"	203.58'
C15	500.00'	28.84'	S42°16'44"W	28.83'	3°18'16"	14.42'
C16	1080.00'	538.16'	S35°05'53"E	532.61'	28°33'02"	274.79'
C17	1080.00'	584.21'	S33°52'36"E	577.12'	30°59'36"	299.44'
C18	1080.00'	244.58'	S24°52'03"E	244.05'	12°58'31"	122.81'
C19	1080.00'	529.95'	S35°18'57"E	524.65'	28°06'53"	270.42'
C20	1080.00'	313.04'	S29°33'45"E	311.95'	16°36'27"	157.63'
C21	1080.00'	93.90'	S35°22'32"E	93.87'	4°58'53"	46.98'

No.	REVISIONS	DATE	BY

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WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

02/17/2022

STATE OF TEXAS
ALEJANDRO E. GONZALEZ-ROJAS
103654
LICENSED
PROFESSIONAL ENGINEER

Alejandro E. Gonzalez-Rojas

KHA PROJECT 069291601
DATE FEBRUARY 2022
SCALE AS SHOWN
DESIGNED BY: AGD
DRAWN BY: DPD
CHECKED BY: AEG

PRELIMINARY PLAT (SHEET 2 OF 4)

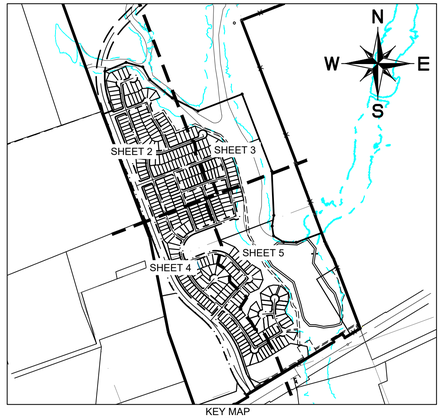
BENTON TRACT
PHASE 1, SECTIONS 1, 2 & 3
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
3

Plotted By:Duffy, Daniel Date:February 17, 2022 08:21:19am File Path:K:\AUS_Civil\069291601 Benton — JDS\PRELIMINARY PLAN\Cad Plan Sheets\C-Preliminary Plat.dwg
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LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	190.80	S67°09'02.11"W	L20	461.46	N58°38'42.02"E
L2	235.63	S8°15'22.33"E	L21	159.76	S31°21'17.98"E
L3	512.62	S20°49'21.92"E	L22	140.57	S6°03'53.43"W
L4	579.61	N69°10'38.08"E	L23	158.91	N84°24'01.65"E
L5	550.05	S69°10'38.08"W	L24	890.03	N20°49'21.92"W
L6	198.22	N20°49'21.92"W	L25	416.86	N69°10'38.08"E
L7	182.62	N32°36'30.24"W	L26	192.04	N76°03'22.75"E
L8	233.94	N20°49'21.92"W	L27	580.03	N20°49'21.92"W
L9	54.83	N19°23'26.22"E	L28	589.74	N69°10'38.08"E
L10	848.36	N20°49'21.92"W	L29	362.91	S42°30'07.53"E
L11	75.58	N58°50'51.87"W	L30	311.74	S43°55'52.59"W
L12	1232.76	N69°10'38.08"E	L31	391.19	S40°37'36.21"W
L13	191.12	S20°49'21.92"E	L32	234.91	S40°37'36.21"W
L14	667.78	S13°56'37.25"E	L33	2408.49	S20°49'21.92"E
L15	630.63	S69°10'38.08"W	L34	396.98	S49°22'23.79"E
L16	135.46	S20°49'21.92"E	L35	226.02	S18°22'47.50"E
L17	436.91	S49°22'23.79"E	L36	65.22	S31°21'18.00"E
L18	168.96	S35°08'54.45"E	L37	254.96	S21°15'31.20"E
L19	205.06	S31°21'17.98"E	L38	81.92	N37°51'57.98"W

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	300.00'	65.80'	S14°32'22"E	65.67'	12°34'00"	33.03'
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C8	280.00'	439.82'	S24°10'38"W	395.98'	90°00'00"	280.00'
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C11	500.00'	33.10'	S33°15'06"E	33.10'	3°47'36"	16.56'
C12	300.00'	195.93'	S12°38'42"E	192.47'	37°25'11"	101.60'
C13	500.00'	60.03'	N72°37'00"E	60.00'	6°52'45"	30.05'
C14	300.00'	357.73'	S76°39'45"E	336.91'	68°19'14"	203.58'
C15	500.00'	28.84'	S42°16'44"W	28.83'	3°18'16"	14.42'
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C17	1080.00'	584.21'	S33°52'36"E	577.12'	30°59'36"	299.44'
C18	1080.00'	244.58'	S24°52'03"E	244.05'	12°58'31"	122.81'
C19	1080.00'	529.95'	S35°18'57"E	524.65'	28°06'53"	270.42'
C20	1080.00'	313.04'	S29°33'45"E	311.95'	16°36'27"	157.63'
C21	1080.00'	93.90'	S35°22'32"E	93.87'	4°58'53"	46.98'



KEY MAP
N.T.S.



LEGEND

- PROPERTY LINE
- PHASE LINE
- CITY OF GEORGETOWN ETJ LIMITS
- EXISTING CONTOUR
- BUILDING SETBACK LINE
- PROPOSED LOT LINE
- PROPOSED RIGHT OF WAY
- PROPOSED STREET CENTERLINE
- PROPOSED WATER LINE
- PROPOSED WASTEWATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED WW MANHOLE
- PROPOSED 5' SIDEWALK (UNLESS NOTED OTHERWISE)
- CLUSTER MAILBOX KIOSK
- SIGHT DISTANCE EASEMENT

MATCH SHEET 2
MATCH SHEET 5
CAROLINE WREN WAY
GREEN HERON AVENUE
FLICKER ROAD
WILD NOLINA WAY
CROSSHATCHED AREA IS A TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED
APPROXIMATE SURVEY LINE
PROPOSED CLUSTER MAILBOX EASEMENT
PROPOSED 15' WASTEWATER EASEMENT
PROPOSED WASTEWATER EASEMENT
PHASE 1-1
PHASE 1-2
BLOCK B
BLOCK C
BLOCK D
BLOCK E
BLOCK F
BLOCK G
BLOCK H
BLOCK A
AMENITY CENTER LOT BLOCK C
26 COMMERCIAL LOT BLOCK A
1 HOA LANDSCAPE LOT BLOCK R
2 MULTIFAMILY LOT BLOCK R
3 HOA LANDSCAPE LOT BLOCK R
4 HOA LANDSCAPE LOT BLOCK R
HOA LANDSCAPE LOT
159' ROW TO CENTERLINE
250' EXISTING R.O.W.
RONALD REAGAN BLVD. (VARIABLE R.O.W. WIDTH)
CITY OF GEORGETOWN ETJ
DRAINAGE EASEMENT WILLIAMSON COUNTY, TEXAS DOC. NO. 2006018714 OPRWC
CALLED 1.00 ACRE THE MIKE KONLE TRUST DOC. NO. 2002072070 OPRWC
CALLED 18.34 ACRES THE MIKE KONLE TRUST DOC. NO. 2001088303 OPRWC
CALLED 19.30 ACRES THE MIKE KONLE TRUST DOC. NO. 2002072070 OPRWC
CALLED 24.89 ACRES THE MIKE KONLE TRUST DOC. NO. 2006082693 OPRWC
CALLED 16.05 ACRES THE MIKE KONLE TRUST DOC. NO. 2000058424 OPRWC
CALLED 272.07 ACRES THE MIKE KONLE TRUST VOL. 499, PG. 274 OPRWC
N11°05'36"W 1344.40'
N19°24'56"W 1212.94'
S74°48'30"W 572.40'
S31°04'40"E 29.78'
S58°39'22"W 119.61'

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WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

No.	REVISIONS	DATE	BY

02/17/2022

STATE OF TEXAS — ALEJANDRO E. DIOS RIOS — 135254 — LICENSED PROFESSIONAL ENGINEER

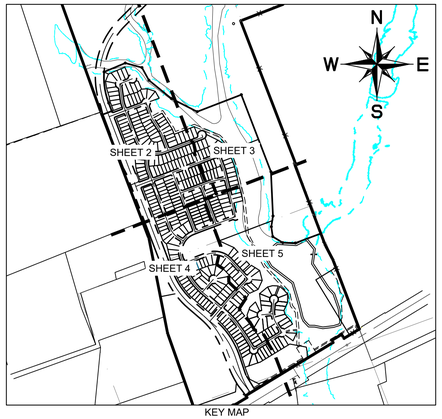
KHA PROJECT 069291601
DATE FEBRUARY 2022
SCALE: AS SHOWN
DESIGNED BY: ACD
DRAWN BY: DPD
CHECKED BY: AEG

PRELIMINARY PLAT (SHEET 3 OF 4)

BENTON TRACT
PHASE 1, SECTIONS 1, 2 & 3
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

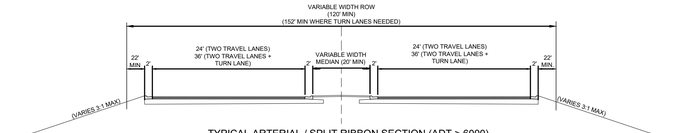
SHEET NUMBER
4

Plotted By:Duffy, Daniel Date:February 17, 2022 08:21:35am File Path:K:\AUS_Civ\069291601 Benton - DOS\PRELIMINARY PLAN\Civil Sheets\C-Preliminary Plat.dwg
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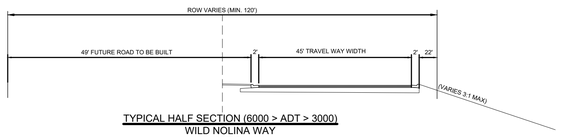


KEY MAP
N.T.S.

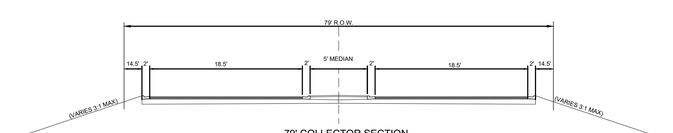
*SEE SHEETS 2, 3 AND 4 FOR LINE AND CURVE TABLES



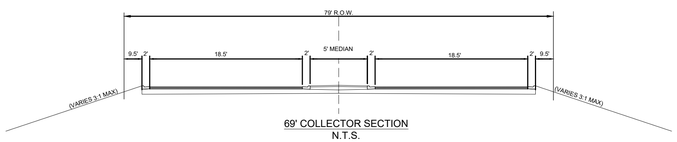
TYPICAL ARTERIAL / SPLIT RIBBON SECTION (ADT > 6000)
WILD NOLINA WAY
N.T.S.



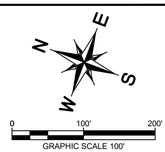
TYPICAL HALF SECTION (6000 > ADT > 3000)
WILD NOLINA WAY
N.T.S.



79' COLLECTOR SECTION
N.T.S.



69' COLLECTOR SECTION
N.T.S.



GRAPHIC SCALE 100'

LEGEND

- PROPERTY LINE
- PHASE LINE
- CITY OF GEORGETOWN ETJ LIMITS
- 632 EXISTING CONTOUR
- BUILDING SETBACK LINE
- PROPOSED LOT LINE
- PROPOSED RIGHT OF WAY
- PROPOSED STREET CENTERLINE
- W PROPOSED WATER LINE
- WW PROPOSED WASTEWATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED WW MANHOLE
- PROPOSED 5' SIDEWALK (UNLESS NOTED OTHERWISE)
- CLUSTER MAILBOX KIOSK
- SIGHT DISTANCE EASEMENT

GVM III LLC
CALLED 364.759 ACRES
VOL. 2553, PG. 151
OPRWC

CITY OF GEORGETOWN ETJ

S20°43'41"E 169.96'
S27°30'49"E 239.33'
S20°48'45"E 1031.09'

EXISTING 100-YEAR FLOODPLAIN PER FLOOD STUDY BY KHA DATED 10/26/2021

VARIABLE WIDTH DRAINAGE EASEMENT

PROPOSED LIMITS OF DETENTION POND

BLOCK Q

N69°32'21"E 380.58'

S58°47'30"W 49.76'

200' EXISTING R.O.W.

N31°19'48"W 65.03'

129' ROW TO CENTERLINE

S58°40'30"W 265.68'

265' EXISTING R.O.W.

REMAINDER OF CALLED 545.85 ACRES
BILL K. BENTON AND WIFE
JANE ANN BENTON
VOL. 2373, PG. 359
OPRWC

S31°20'37"E 35.00'

RONALD REAGAN BLVD. (VARIABLE R.O.W. WIDTH)

S58°38'42"W 230' EXISTING R.O.W.

159' ROW TO CENTERLINE

270' EXISTING R.O.W.

S2°35'12"E 619.65'
S8°41'48"W 150.51'
S7°58'40"E 140.01'
S68°52'09"E 163.61'
S68°16'53"E 175.17'

PROPOSED 100-YEAR FLOODPLAIN PER FLOOD STUDY BY KHA DATED 10/26/2021

PHASE 1-1

PHASE 1-2

PROPOSED REGIONAL DETENTION POND
13.55 AC

27
OPEN SPACE/ DRAINAGE LOT
BLOCK A

49
OPEN SPACE/ DRAINAGE LOT
BLOCK L

PROPOSED 30' WASTEWATER EASEMENT

PROPOSED 15' WASTEWATER EASEMENT

FUTURE FORCE MAIN

PROPOSED LIFT STATION

PROPOSED LIMITS OF DETENTION POND

EXISTING 100-YEAR FLOODPLAIN PER FLOOD STUDY BY KHA DATED 10/26/2021

PROPOSED CLUSTER MAILBOX LOCATION

MATCH SHEET 3

MATCH SHEET 4

BLOCK L
BLOCK J
BLOCK C
BLOCK H
BLOCK D
BLOCK B
BLOCK A
COMMERCIAL LOT BLOCK A

PALM WARBLER PASS
BARRED OWL TRAIL
GREAT EGRET LANE
AMERICAN CROW COVE
CORMORANT COURT
COMFORD LANE
HERON AVENUE

Plotted By:Duffy, Daniel Date:February 17, 2022 08:21:51am File Path:K:\AUS_Civil\069291601 Benton – JOS\PRELIMINARY PLAN\Cad\PlanSheets\C-Preliminary Plat.dwg
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No.	REVISIONS	DATE	BY

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WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

02/17/2022

STATE OF TEXAS
ALEJANDRO ENRIQUE GRANADOS RICO
103754
LICENSED
PROFESSIONAL ENGINEER

KHA PROJECT 069291601			
DATE	FEBRUARY 2022		
SCALE:	AS SHOWN	DESIGNED BY:	AGD
		DRAWN BY:	DPD
		CHECKED BY:	AEG

PRELIMINARY PLAT (SHEET 4 OF 4)

BENTON TRACT
PHASE 1, SECTIONS 1, 2 & 3
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
5

Commissioners Court - Regular Session **19.**

Meeting Date: 03/01/2022

Risk

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on appointing members to the Risk Committee and reorganizing the Risk team.

Background

Listed below are the proposed Committee members and the Department they would represent. We would also like to discuss with the Court the future organizational design of the Risk department.
Risk - Malea Schmitt
Commissioners Court – Shannon Francis
HR – Kayla Marek
SO – Becky Rodriguez
Corrections – Lieut. Wheless
Parks – Keith Geer
Facilities – Dale Butler
EMS – Ed Tydings
Juvenile Services – Roberto Lopez
R&B – Lee Garrett
Auditors – Nate Zinsmeyer
Justice Center –Ron Morgan
IT - Richard Semple
Animal Shelter – Alexis Fine

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	02/24/2022 09:05 AM
Form Started By: Rebecca Clemons		Started On: 02/24/2022 08:38 AM
Final Approval Date: 02/24/2022		

Commissioners Court - Regular Session **20.**

Meeting Date: 03/01/2022

SO Donation Rev BA 09.21.21

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Victim Assistance donation from the Daniel Coleman Chapter - 6029 - Daughters of the American Revolution in the amount of $50.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$50.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:37 AM
Form Started By: Melanie Denny		Started On: 02/22/2022 11:10 AM
Final Approval Date: 02/24/2022		

Commissioners Court - Regular Session **21.**

Meeting Date: 03/01/2022

SO Donation Exp VA BA 03.01.22

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Victim Assistance donation from the Daniel Coleman Chapter - 6029 - Daughters of the American Revolution in the amount of $50.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	Use of SO VA Donations	$50.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:42 AM
Form Started By: Melanie Denny		Started On: 02/22/2022 11:11 AM
Final Approval Date: 02/24/2022		

Commissioners Court - Regular Session **22.**

Meeting Date: 03/01/2022

Park Donations BA Rev 03.01.22

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations include $1,857.00, Memorial bench for Joseph Rich & Marianne Mcleod from Matthew Rich. A $1,475.00 donation for a Memorial bench for Darlene Gravell. $450.00 park donation in memory of Terry Roberts, former Park Superintendent from Jim & Cathy Rodgers, Donald Birkner, & George & Jane McAdams. $385.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$4,167.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:46 AM
Form Started By: Melanie Denny		Started On: 02/22/2022 11:19 AM
Final Approval Date: 02/24/2022		

Commissioners Court - Regular Session **23.**

Meeting Date: 03/01/2022

Park Donations BA Exp 03.01.22

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations include $1,857.00, Memorial bench for Joseph Rich & Marianne Mcleod from Matthew Rich. A $1,475.00 donation for a Memorial bench for Darlene Gravell. $450.00 park donation in memory of Terry Roberts, former Park Superintendent from Jim & Cathy Rodgers, Donald Birkner, & George & Jane McAdams. $385.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$4,167.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:47 AM
Form Started By: Melanie Denny		Started On: 02/22/2022 11:20 AM
Final Approval Date: 02/24/2022		

Commissioners Court - Regular Session **24.**

Meeting Date: 03/01/2022

Termination of ILA between Williamson County MOT and City of Cedar Park (PD)

Submitted By: Jeanne Williby, Outreach

Department: Outreach

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the termination of the Interlocal agreement between Williamson County (MOT) and the City of Cedar Park (PD).

Background

Agreement should be terminated due to the dissolution of Mobile Outreach Team department.
Original agreement provided parking and office space at CPPD for MOT staff. There was no monthly rental cost associated with the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Original agreement

Termination Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 09:15 AM
Form Started By: Jeanne Williby		Started On: 02/24/2022 07:16 AM
Final Approval Date: 02/24/2022		

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF CEDAR PARK, TEXAS FOR THE ESTABLISHMENT OF MOBILE OUTREACH TEAM SERVICES AND PERSONNEL HOUSING AT THE CEDAR PARK POLICE DEPARTMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between the undersigned Local Governments of the State of Texas, namely Williamson County, a political subdivision of the State of Texas (the "County"), and the City of Cedar Park, Texas a home rule municipal corporation (the "City"), both acting by and through their duly authorized representatives, pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code, Section 791.001 et seq. The County and the City are referred to collectively herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties are local governments as that term is defined in Section 791.003 of the Texas Government Code; and

WHEREAS, the Parties find that this Agreement is necessary for the benefit of the public; that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter for this Agreement; that any division of cost fairly compensates the performing Party for services performed under this Agreement; and the performance of this Agreement is in the common interest of both Parties; and

WHEREAS, the County desires to house MOT (Mobile Outreach Team) at the Cedar Park Police Department, located at 911 Quest Parkway (the "Police Department") while such team members are not actively responding to calls for service; and

WHEREAS, the City currently has available an area at the Police Department to serve the housing need of County MOT; and

WHEREAS, the City is willing to provide an area at the Police Department to the County as set forth herein and the County desires to occupy such area at the Police Department for the purposes set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

TERMS AND CONDITIONS

A. Primary Obligation of Cedar Park. The City agrees to provide the County with the following:
    1. Three parking spaces at the Police Department for MOT vehicles;
    2. The use of one cubicle and adjacent space; and

3. Shared use of one additional conference room on as needed basis and the reasonable usage of the shared facilities at the Police Department, which shall include but not be limited to the breakroom, restrooms (bath/showers and toilets) as well as all amenities within the Police Department.

The City agrees to provide the County with the enjoyment and peaceful possession of the above-described areas during the term of this Agreement.

B. Term. This Agreement shall be effective upon the approval of the governing bodies of County and City, signed by the authorized individuals ("Effective Date"), and shall continue in force for three (3) years from the Effective Date or until such times as either Party terminates the Agreement as provided herein.

C. Removal of County's Improvements. Upon the termination of this Agreement, County shall remove its personal property so long as the removal does not unreasonably damage the Police Department. In the event any damage is caused during the removal of personal property, the County shall be obligated to repair or cause to be repaired at the County's expense any damage resulting from the removal, normal wear and tear exempted.

D. Condition of the Police Department. The County shall not be responsible for maintaining and/or repairing, the Police Department's roof, foundation, parking, grounds, common areas, the structural soundness of the exterior walls, building exterior, electrical systems, plumbing systems, HVAC system and all amenities with the Police Department. The County shall be responsible for keeping the areas solely used by the County's MOT in a clean and neat condition. The County and City shall work in cooperation with one another in keeping the commonly used areas clean and neat.

E. Use of Premises. The County may only use the designated areas of the Police Department for the express purposes set forth herein. Use of the Police Department for any other purpose, shall require the written consent of the City. The County shall not make any alterations, additions, or improvement to the Police Department without the written consent of the City. This includes the installation of any equipment. The County shall permit the City to enter, inspect, and make such repairs to its designated areas of the Police Department as often as the City reasonably desires at any reasonable time. The County agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements that are mandated by any and all state, federal and local accessibility legal requirements and that become necessary due solely to the County's use of the Police Department ("accessibility alterations"). In the event any alterations, additions, or improvements in the or to the Police Department are made necessary by reason of the special use and occupancy by County and, provided that the City grants its prior written permission to County regarding such alterations, additions, and improvements in or to the Police Department, the County shall complete such alterations, additions, or improvements at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy.

F. Utilities and Service. The City shall provide and maintain, at its sole cost, the mains, conduits and other facilities necessary to dispose of garbage, water, gas, electricity, telephone, cable internet services and sewage service to the Police Department. If any of the equipment or machinery necessary or useful for the provision of any of the above services breaks down or for any cause ceases to function properly, the City shall use reasonable diligence to repair the same promptly. If any of the area solely occupied by the County's MOT crew is in need of maintenance or repairs as solely determined by the City, the County shall be financially responsible for any maintenance and/or repairs other than the above described services.

G. Damage or Injury. The City and the County agree that if either Party is solely negligent in causing real or personal property damage or personal injury to the other that such responsible Party shall pay for the actual cost and expenses incurred for such damage or injury to the extent permitted by law.

H. Confidentiality. The County MOT shall not access City physical or electronic records, documents, or information related to the detection, investigation, or prosecution of criminal offenses without consent of the City. Any records, documents, or information related to the detection, investigation, or prosecution of criminal offenses disclosed to County MOT by the City are confidential and shall not be disclosed by County MOT to any other person, unless otherwise required by law.

I. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period, and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/under the law. The Parties have a duty to mitigate damages.

II. GENERAL PROVISIONS

A. Payments. Any payment made by a Party pursuant to this Agreement shall be made out of current revenues available to said Party as required by the Interlocal Cooperation Act. The County and the City of Cedar Park agree that there will be no monthly rental cost associated with this Agreement.

B. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of Williamson County and of the City of Cedar Park.

C. Tax Exempt. The County and the City of Cedar Park are bodies corporate and politic under the law of the State of Texas and claim exemption for sales and use taxes under the

Texas Tax Code Ann. 151.309, as amended, and the services subject hereof are being secured for use by County. Exemption certificates will be provided upon request.

D. Severability. If a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if a provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

E. Notices. Any notice to be given hereunder shall be in writing and may be effected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

City of Cedar Park: City of Cedar Park
Brenda Eivens, City Manager
450 Cypress Creek Road
Cedar Park, TX 78613

With Copy to: J.P. LeCompte, City Attorney
450 Cypress Creek Road
Cedar Park, TX 78613

Cedar Park Police Department
911 Quest Parkway
Round Rock, TX 78613

County: Williamson County Judge
Bill Gravel Jr.
710 Main Street, Suite 101
Georgetown, TX 78626

With Copy to: Williamson County MOT
c/o Annie Burwell, Director
301 SE Inner Loop, Suite 106
Georgetown TX 78626

F. Venue and Governing Law. Each Party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County,

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

G. Dispute Resolution. The Parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between the Parties 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 the Claim to the other Party, and if a Party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the Parties, except that each Party shall bear its own attorneys' fees. Nothing herein is intended to prevent either Party from seeking any other remedy available at law including seeing redress in a court of competent jurisdictions. This provision shall survive the termination of this Agreement.

H. Termination for Convenience.

1.) The County may terminate this Agreement for convenience and without cause or further liability upon ninety (90) days written notice to The City of Cedar Park.

2.) The City of Cedar Park may terminate this Agreement for convenience with or without cause or further liability upon ninety (90) days written notice to the County.

3.) All Parties to the contract may terminate upon written mutual consent signed and dated by all Parties to this agreement setting forth the agreed upon date of termination.

I. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

J. Relationship of the Parties. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees of agents of the other Party for any purposes whatsoever.

K. 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 the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do 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.

L. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that each Party shall have the right to terminate this Agreement at the end of any Party's Fiscal year if the governing body of such Party does not appropriate sufficient funds as determined by that Party's budget for the fiscal year in question. Such Party may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

M. No agency Relationship: It is understood and agreed that neither Party shall in any sense be considered a partner or joining venture with the other Party, nor shall either of the Parties in any manner hold themselves out as an agent or official representative of the other Party.

N. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written, with regard to the subjects contained herein. This Agreement may be amended only by written instrument signed by each Party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISIONERS COURT.

EXECUTED TO BE EFFECTIVE this 11th day of May, 2021.

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravel Jr., County Judge
Title: Williamson County Judge

Date May 11, 2021

CITY OF CEDAR PARK, TEXAS

By: _____

Title: City Manager

Date: 4/30/2021

For City, Attest:
By: _____

For City, Approved as to Form:
By: _____, Asst. City Atty. for
J.P. LeCompte, City Attorney

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

March 1, 2022

Via E-Mail: ***brenda.eivens@cedarparktexas.gov*** ***&*** ***JP.LeCompte@cedarparktexas.gov***

Via certified United States Mail

City of Cedar Park
Attn: Brenda Eivens, City Manager
450 Cypress Creek Road
Cedar Park, TX 78613

City of Cedar Park
Attn: J.P. LeCompte, City Attorney
450 Cypress Creek Road
Cedar Park, TX 78613

In re: ***Notice of Interlocal Contract Termination with Williamson County, Texas for Establishment of Mobile Outreach Team Services and Personnel Housing at The Cedar Park Police Department Effective May 30, 2022***

Dear M. Eivens,

The Williamson County Mobile Outreach Team is currently using space at the Cedar Park Police Department under an interlocal contract. The Williamson County Commissioners Court has decided and approved changes in this department, including the present contract. Pursuant to the terms and conditions set forth in the interlocal contract, Article II, Subsection H, the relevant provision states as follows:

> **Termination for Convenience: The County may terminate this Agreement for convenience and without cause or further liability upon ninety (90) days written notice to The City of Cedar Park.**

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective at the end of business on May 30, 2022.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

_____

Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County EMS Director

BG/me

Commissioners Court - Regular Session **25.**

Meeting Date: 03/01/2022

EMS Policy Except Request

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a policy exception for EMS to move salary surplus dollars to PCN 0799.

Background

This is a request for an exception to the Compensation – Position Salary Surplus policy. PCN 0799 is resigning from EMS effective 3/9/2022. Movement of funds would facilitate an internal promotion to fill an open Lieutenant position. The movement occurs after February 15 th. There is no change in overall budget. Situation has been discussed with human resources and budget office.

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	02/24/2022 10:38 AM
Form Started By: Michael Knipstein		Started On: 02/24/2022 10:10 AM
Final Approval Date: 02/24/2022		

Commissioners Court - Regular Session **26.**

Meeting Date: 03/01/2022

DOI Projects and Issues

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/16/2022 08:09 AM
Form Started By: Vicky Edwards		Started On: 02/15/2022 03:29 PM
Final Approval Date: 02/16/2022		

Commissioners Court - Regular Session **27.**

Meeting Date: 03/01/2022

Award of IFB #22IFB67 Davilla Street Culvert Replacement to Chasco Constructors for HNTB

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB 22IFB67 Davilla Street Culvert Replacement to the lowest and best bidder, Chasco Constructors for $664,464.00. Funding source is Project: 486, Road Bond.

Background

The Purchasing Department solicited sealed bids for IFB #22IFB67 Davilla Street Culvert Replacement. Forty-four (44) suppliers participated in the solicitation of which three (3) suppliers submitted a bid. The bids have been reviewed and the apparent low bid (Chasco Constructors) was found to be responsive and materially balanced. Chasco Constructors was 17% higher than the Engineers Estimate, HNTB attributes the higher than expected prices due to the location of the project and the small quantities items of work related to flexible base, asphalt, and concrete paving. The bidding was competitive with the lowest two bidders being within 12.9% of each other. In addition to meeting the bid qualifications subject to being low bidder, Chasco Constructors is currently the Contractor on Thrall (S. Bound Street), Cotrell Street in Bartlett, and Coupland Street projects. They have also successfully completed projects for Williamson County including Inner Loop Safety Improvements, CR 110 South, and CR 258 - Sunset Ridge to Reagan Blvd. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, HNTB therefore concurs with the recommendation of the Design Engineer, RS&H, for award of the Davilla Street Culvert Replacement construction contract to Chasco Constructors in the contract amount of $664,464.00. Point of Contact: Danette Chamberlin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation Package

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/24/2022 09:54 AM
County Judge Exec Asst.	Becky Pruitt	02/24/2022 10:36 AM
Form Started By: Kerstin Hancock		Started On: 02/23/2022 07:10 PM
Final Approval Date: 02/24/2022		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

February 23, 2022

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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Davilla Street Culvert Replacement
Williamson County Project No. 22IFB67
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (Chasco Constructor) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Chasco Constructors	$ 664,464.00
2.	Patin Construction	$750,407.00
3.	MA Smith Contracting	$846,039.00

The lowest bidder was Chasco Constructors at $664,464.00, this is 17.0% higher than the Engineers Estimate. We attribute the higher than expected prices due to the location of the project and the small quantities items of work related to flexible base, asphalt, and concrete paving. The bidding was competitive with the lowest two bidders being within 12.9% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Chasco Constructors is currently the Contractor on Thrall (S. Bound Street), Cotrell Street in Bartlett, and Coupland Street projects. They have also successfully completed projects for Williamson County including Inner Loop Safety Improvements, CR 110 South, and CR 258 - Sunset Ridge to Reagan Blvd. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we therefore concur with the recommendation of the Design Engineer, RS&H, for award of the Davilla Street Culvert Replacement construction contract to Chasco Constructors in the contract amount of $664,464.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
22IFB67 Davilla Street Culvert Replacement
February 22, 2022

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Chasco Constructors	$664,464.00	1	$96,649.00	17.0%	-	-
Patin Construction	$750,407.00	2	$182,592.00	32.2%	$ 85,943.00	12.9%
MA Smith Contracting	$846,039.00	3	$278,224.00	49.0%	$ 181,575.00	27.3%

Williamson County Road Bond Program
22IFB67 Davilla Street Culvert Replacement
February 22, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors		Patin Construction		MA Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	2	STA	$ 4,000.00	$ 8,000.00	$ 7,500.00	$ 15,000.00	$ 50,000.00	$ 100,000.00	$ 15,000.00	$ 30,000.00
2	104-6021	REMOVING CONC (CURB)	106	LF	$ 20.00	$ 2,120.00	$ 15.00	$ 1,590.00	$ 20.00	$ 2,120.00	$ 10.00	$ 1,060.00
3	105-6014	REMOVING STAB BASE & ASPH PAV (7"-12")	897	SY	$ 25.00	$ 22,425.00	$ 15.00	$ 13,455.00	$ 10.00	$ 8,970.00	$ 20.00	$ 17,940.00
4	110-6004	EXCAVATION (ROADWAY AND CHANNEL)	249	CY	$ 40.00	$ 9,960.00	$ 30.00	$ 7,470.00	$ 30.00	$ 7,470.00	$ 50.00	$ 12,450.00
5	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	156	CY	$ 20.00	$ 3,120.00	$ 30.00	$ 4,680.00	$ 30.00	$ 4,680.00	$ 25.00	$ 3,900.00
6	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	770	SY	$ 5.00	$ 3,850.00	$ 3.00	$ 2,310.00	$ 4.00	$ 3,080.00	$ 10.00	$ 7,700.00
7	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	385	SY	$ 3.00	$ 1,155.00	$ 2.50	$ 962.50	$ 1.00	$ 385.00	$ 4.00	$ 1,540.00
8	164-WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	770	SY	$ 1.50	$ 1,155.00	$ 1.00	$ 770.00	$ 1.00	$ 770.00	$ 3.00	$ 2,310.00
9	166-6002	FERTILIZER	0.05	TON	$ 900.00	$ 45.00	$ 1,100.00	$ 55.00	$ 2,000.00	$ 100.00	$ 3,000.00	$ 150.00
10	168-WC01	VEGETATIVE WATERING	23	MG	$ 40.00	$ 920.00	$ 45.00	$ 1,035.00	$ 100.00	$ 2,300.00	$ 100.00	$ 2,300.00
11	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	151	CY	$ 80.00	$ 12,080.00	$ 120.00	$ 18,120.00	$ 55.00	$ 8,305.00	$ 200.00	$ 30,200.00
12	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P	123	GAL	$ 15.00	$ 1,845.00	$ 33.00	$ 4,059.00	$ 50.00	$ 6,150.00	$ 45.00	$ 5,535.00
13	316-6467	AGGR (TY-D GR-5)	5	CY	$ 250.00	$ 1,250.00	$ 2,625.00	$ 13,125.00	$ 3,200.00	$ 16,000.00	$ 975.00	$ 4,875.00
14	360-6080	CONC PVMT (9") (CRCP) (TRANSITION SLAB)	35	SY	$ 150.00	$ 5,250.00	$ 375.00	$ 13,125.00	$ 150.00	$ 5,250.00	$ 200.00	$ 7,000.00
15	401-6001	FLOWABLE BACKFILL	59	CY	$ 175.00	$ 10,325.00	$ 160.00	$ 9,440.00	$ 200.00	$ 11,800.00	$ 200.00	$ 11,800.00
16	420-6071	CL C CONC (COLLAR)	1	EA	$ 950.00	$ 950.00	$ 800.00	$ 800.00	$ 1,500.00	$ 1,500.00	$ 3,500.00	$ 3,500.00
17	432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	128	CY	$ 150.00	$ 19,200.00	$ 125.00	$ 16,000.00	$ 100.00	$ 12,800.00	$ 200.00	$ 25,600.00
18	462-6006	CONC BOX CULV (5 FT X 2 FT)	106	LF	$ 300.00	$ 31,800.00	$ 450.00	$ 47,700.00	$ 300.00	$ 31,800.00	$ 615.00	$ 65,190.00
19	464-6003	RC PIPE (CL III)(18 IN)	40	LF	$ 90.00	$ 3,600.00	$ 100.00	$ 4,000.00	$ 90.00	$ 3,600.00	$ 220.00	$ 8,800.00
20	467-6171	SET (TY I)(S= 5 FT)(HW= 3 FT)(3:1) ©	1	EA	$ 8,000.00	$ 8,000.00	$ 5,600.00	$ 5,600.00	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00
21	467.6172	SET (TY I)(S= 5 FT)(HW= 3 FT)(4:1) ©	1	EA	$ 8,000.00	$ 8,000.00	$ 7,400.00	$ 7,400.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00
22	467-6356	SET (TY II) (18 IN) (RCP) (3: 1) ©	2	EA	$ 2,300.00	$ 4,600.00	$ 2,000.00	$ 4,000.00	$ 2,000.00	$ 4,000.00	$ 2,000.00	$ 4,000.00
23	467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	1	EA	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00	$ 2,800.00	$ 2,800.00
24	496-6007	REMOV STR (PIPE)	293	LF	$ 25.00	$ 7,325.00	$ 25.00	$ 7,325.00	$ 25.00	$ 7,325.00	$ 30.00	$ 8,790.00
25	500-6001	MOBILIZATION	1	LS	$ 41,165.00	$ 41,165.00	$ 64,600.00	$ 64,600.00	$ 25,000.00	$ 25,000.00	$ 75,000.00	$ 75,000.00
26	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	3	MO	$ 5,000.00	$ 15,000.00	$ 5,000.00	$ 15,000.00	$ 7,500.00	$ 22,500.00	$ 4,000.00	$ 12,000.00
27	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	40	LF	$ 30.00	$ 1,200.00	$ 25.00	$ 1,000.00	$ 30.00	$ 1,200.00	$ 36.00	$ 1,440.00
28	506-6011	ROCK FILTER DAMS (REMOVE)	40	LF	$ 10.00	$ 400.00	$ 10.00	$ 400.00	$ 20.00	$ 800.00	$ 16.00	$ 640.00
29	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	78	SY	$ 15.00	$ 1,170.00	$ 15.00	$ 1,170.00	$ 20.00	$ 1,560.00	$ 18.00	$ 1,404.00
30	506-6024	CONSTRUCTION EXITS (REMOVE)	78	SY	$ 10.00	$ 780.00	$ 10.00	$ 780.00	$ 10.00	$ 780.00	$ 14.00	$ 1,092.00
31	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	95	LF	$ 5.00	$ 475.00	$ 5.00	$ 475.00	$ 3.00	$ 285.00	$ 4.00	$ 380.00
32	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	95	LF	$ 5.00	$ 475.00	$ 2.00	$ 190.00	$ 1.00	$ 95.00	$ 2.00	$ 190.00
33	528-6013	COLORED TEXTURED CONC (9")	821	SY	$ 150.00	$ 123,150.00	$ 175.00	$ 143,675.00	$ 200.00	$ 164,200.00	$ 250.00	$ 205,250.00
34	529-6002	CONC CURB (TY II)	56	LF	$ 30.00	$ 1,680.00	$ 30.00	$ 1,680.00	$ 50.00	$ 2,800.00	$ 50.00	$ 2,800.00
35	529-6036	CONCRETE CURB (SPECIAL)	86	LF	$ 30.00	$ 2,580.00	$ 40.00	$ 3,440.00	$ 55.00	$ 4,730.00	$ 80.00	$ 6,880.00
36	644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	4	EA	$ 650.00	$ 2,600.00	$ 750.00	$ 3,000.00	$ 850.00	$ 3,400.00	$ 1,000.00	$ 4,000.00
37	644-6067	IN SM RD SN SUP&AM (INST SIGN ONLY)	2	EA	$ 500.00	$ 1,000.00	$ 250.00	$ 500.00	$ 350.00	$ 700.00	$ 300.00	$ 600.00
38	666-6182	REFL PAV MRK TY II (W) 24" (SLD)	62	LF	$ 15.00	$ 930.00	$ 20.00	$ 1,240.00	$ 66.00	$ 4,092.00	$ 70.00	$ 4,340.00
39	666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	111	LF	$ 5.00	$ 555.00	$ 3.50	$ 388.50	$ 20.00	$ 2,220.00	$ 20.00	$ 2,220.00

Williamson County Road Bond Program
22IFB67 Davilla Street Culvert Replacement
February 22, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors		Patin Construction		MA Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
40	666-6224	PAVEMENT SEALER 4"	111	LF	$ 10.00	$ 1,110.00	$ 1.00	$ 111.00	$ 5.00	$ 555.00	$ 3.00	$ 333.00
41	666-6230	PAVEMENT SEALER 24"	62	LF	$ 10.00	$ 620.00	$ 5.00	$ 310.00	$ 10.00	$ 620.00	$ 10.00	$ 620.00
42	764-6025	STORM SEWER CLEANING (ALL SIZES)	200	LF	$ 10.00	$ 2,000.00	$ 5.00	$ 1,000.00	$ 50.00	$ 10,000.00	$ 30.00	$ 6,000.00
43	3076-6001	D-GR HMA TY-B PG 64-22	21	TON	$ 150.00	$ 3,150.00	$ 310.00	$ 6,510.00	$ 375.00	$ 7,875.00	$ 1,300.00	$ 27,300.00
44	3076-6004	D-GR HMA TY-B PG64-22 (LEVEL-UP)	136	TON	$ 150.00	$ 20,400.00	$ 310.00	$ 42,160.00	$ 375.00	$ 51,000.00	$ 360.00	$ 48,960.00
45	3076-6040	D-GR HMA TY-D PG70-22	6	TON	$ 200.00	$ 1,200.00	$ 625.00	$ 3,750.00	$ 750.00	$ 4,500.00	$ 1,900.00	$ 11,400.00
46	3076-6043	D-GR HMA TY-D PG70-22 (LEVEL-UP)	39	TON	$ 200.00	$ 7,800.00	$ 625.00	$ 24,375.00	$ 750.00	$ 29,250.00	$ 450.00	$ 17,550.00
47	WC5099-6001	REMOV, CLN, PALLETZ & STORE STREET BRICK	516	SY	$ 100.00	$ 51,600.00	$ 68.00	$ 35,088.00	$ 50.00	$ 25,800.00	$ 40.00	$ 20,640.00
48	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	168	DAY	$ 100.00	$ 16,800.00	$ 75.00	$ 12,600.00	$ 155.00	$ 26,040.00	$ 170.00	$ 28,560.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

49	999-WC01	FORCE ACCOUNT	25,000	DOL	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00
50	999-WC02	FORCE ACCOUNT - RAILROAD FLAGGERS	25,000	DOL	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00
51	999-WC03	FORCE ACCOUNT - SALVAGE BRICK BONUS/PENALTY	50,000	DOL	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 567,815.00**		**$664,464.00**		**$750,407.00**		**$846,039.00**
		ACTUAL BID PROPOSAL				$567,815.00		$664,464.00		$750,407.00		$846,039.00
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00
		Bid Bond						Yes		Yes		Yes
		Conflict of Interest Questionnaire						Yes		Yes		Yes
		Bidder References (Minimum of Three)						Yes		Yes		Yes

RS&H

8240 N. Mopac Expressway #300
Austin, Texas 78759

O 512-279-5429
rsandh.com

February 22, 2022

Kimberly Scherer, PE
HNTB
101 East Old Settlers Blvd, Suite 100
Round Rock, Texas 78664

Re: Davilla Culvert Replacement Bid Review

Kimberly,

I have reviewed the bid provided for the Davilla Culvert Replacement project.

Chasco Constructors is the apparent low bidder with a bid of $664,464.00

I reviewed their bid for math errors and found none.

I recommend their selection for this contract.

Please call or email with any additional questions.

Regards,

Bennett Love, Jr.

Commissioners Court - Regular Session **28.**

Meeting Date: 03/01/2022

1901-285 CR176 at RM2243 Change Order #6 (Final Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of ($10,766.76) for Project 1901-285 CR 176 at RM 2243 (Joe Bland Construction) P: 241 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a decrease of $10,766.76 to the Contract amount, for an adjusted Contract total of $2,773,065.94. The original Contract amount was $2,447,560.00. As a result of all Change Orders, $325,505.94 has been added to the Contract, resulting in an 13.3% increase in the Contract cost. Zero days will be added to the Contract as a result of this Change Order, which brings the total number of days added to the Contract by Change Orders on the project to two hundred twenty-five (225) days.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1901-285-CR176atRM2243-CO#6(Final-Balancing)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 10:52 AM
Form Started By: Julissa Vasquez		Started On: 02/22/2022 11:16 AM
Final Approval Date: 02/24/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

1. CONTRACTOR: **Joe Bland Construction**

2. Change Order Work Limits: Sta. **115+00** to Sta. **140+00**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***1901-285***
Roadway:	***CR 176 at RM 2243***
CSJ Number:	

5. Describe the work being revised:

2E. Differing Site Conditions. Miscellaneous difference in site conditons (unforseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

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 2-22-22

By

Typed/Printed Name Andrew Batten

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($10,766.76)**

RECOMMENDED FOR EXECUTION:

2/22/2022
Project Manager Date

N/A
Design Engineer Date

2/22/2022
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: ***6*** ***Project #*** ***1901-285***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
341-6008	D-GR HMA TY-B PG64-22	TON	$61.84	3,625.09	$224,175.57	(1.00)	3,624.09	$224,113.73	($61.84)
467-6363	SET (TY II)(18 IN)(RCP)(6:1)(P)	EA	$850.00	10.00	$8,500.00	(4.00)	6.00	$5,100.00	($3,400.00)
530-6008	TURNOUTS (ACP)	SY	$36.22	186.00	$6,736.92	(106.00)	80.00	$2,897.60	($3,839.32)
W1.17.AR.4"	Pipe, 4" Dia. DI CL-350 (Restrained), Complete in Place, Including Excavation and Backfill	LF	$48.00	(20.00)	($960.00)	20.00	0.00	$0.00	$960.00
104-6017	CONCRETE REMOVAL (DRIVEWAY)	LS	$3,185.94	1.00	$3,185.94	(1.00)	0.00	$0.00	($3,185.94)
104-6017	CONCRETE REMOVAL (DRIVEWAY)	LS	$3,185.49	0.00	$0.00	1.00	1.00	$3,185.49	$3,185.49
999-WC01	FORCE ACCOUNT	DOL	$1.00	4,425.15	$4,425.15	(4,425.15)	0.00	$0.00	($4,425.15)
TOTALS					$246,063.58			$235,296.82	($10,766.76)

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 176 at RM 2243
Williamson County Project No. 1902-285
Change Order No. 6

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a decrease of $10,766.76 to the Contract amount, for an adjusted Contract total of $2,773,065.94. The original Contract amount was $2,447,560.00. As a result of all Change Orders, $325,505.94 has been added to the Contract, resulting in an 13.3% increase in the Contract cost. Zero days will be added to the Contract as a result of this Change Order, which brings the total number of days added to the Contract by Change Orders on the project to two hundred twenty five (225) days.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Item: 999-WC01

Julissa Vasquez

From: Clayton Weber
Sent: Tuesday, August 25, 2020 2:37 PM
To: Dawn Haggard
Cc: Tracy Cooper; 62811_1901-285_CR176@RM2243
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13
Attachments: RE: 176 gate motor

Force Account item should include: $4424.70
$2940.00 for payment added on Estimate 4 and payment for Reed Gate $1484.70 for total of $4424.70

Payment to Mr. Reed for gate was approved by County and Sheets and Crossfield.
$1400.00 x 1.05 allowable mark up = $1470.00 x 1.01 for bond = $1484.70

Clayton K. Weber, Construction Manager
HNTB
Tel (512) 530-9342
Email cweber@hntb.com

From: Dawn Haggard <dhaggard@HNTB.com>
Sent: Tuesday, August 25, 2020 9:15 AM
To: Clayton Weber <cweber@HNTB.com>
Cc: Tracy Cooper <tcooper@HNTB.com>; 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13
Importance: High

Have you received any markups for the $1400 for the new gate? I need to add it to the July Pay application.

Also, I know I need to move items out of the Force Account, but do not know the what to move.

Please stop by or call me and we can discuss this.

Dawn Haggard
Williamson County Road Bond Program
Construction Project Administrator
Tel (512) 527-6714 Email dhaggard@hntb.com

From: Clayton Weber <cweber@HNTB.com>
Sent: Thursday, August 20, 2020 4:18 PM
To: Andrew Batten <abatten@joeblandconstruction.com>; Cristina Piccioni <cpiccioni@joeblandconstruction.com>
Cc: Dawn Haggard <dhaggard@HNTB.com>; Tracy Cooper <tcooper@HNTB.com>; 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

Ok, Dawn can change the cell.
And add the payment to Mr. Reed for $1400 plus markups.
I know the cave investigation was included in the force acct and was a new item added by the change order.

Clayton K. Weber, Construction Manager
HNTB
Tel (512) 539-9342
Email cweber@hntb.com

From: Andrew Batten <abatten@joeblandconstruction.com>
Sent: Thursday, August 20, 2020 3:38 PM
To: Clayton Weber <cweber@HNTB.com>; Cristina Piccioni <cpiccioni@joeblandconstruction.com>
Cc: Dawn Haggard <dhaggard@HNTB.com>; Tracy Cooper <tcooper@HNTB.com>; 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

Clayton,

I definitely missed this email. We cannot lower the amount in force account as that is locked through your provided excel.

I will need to see if I can figure out what has been paid.

THANKS,

ANDREW BATTEN
PROJECT MANAGER
OFFICE: 512.821.2808
CELL: 512.579.9221

JOE BLAND CONSTRUCTION
13111 DESSAU ROAD
AUSTIN, TEXAS 78754
512-821-2808

From: Clayton Weber <cweber@HNTB.com>
Sent: Thursday, August 20, 2020 3:30 PM
To: Andrew Batten <abatten@joeblandconstruction.com>; Cristina Piccioni <cpiccioni@joeblandconstruction.com>
Cc: Dawn Haggard <dhaggard@HNTB.com>; Tracy Cooper <tcooper@HNTB.com>; 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

Following up to check status of Pay app.

Clayton K. Weber, Construction Manager
HNTB
Tel (512) 539-9342
Email cweber@hntb.com

From: Clayton Weber
Sent: Wednesday, August 12, 2020 2:25 PM
To: 'Andrew Batten' <abatten@joeblandconstruction.com>
Cc: Dawn Haggard <dhaggard@HNTB.com>; Tracy Cooper <tcooper@HNTB.com>; 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: FW: 1901-285 CR 176 at RM 2243: Estimate #13

The added items in the change order should have lowered the amount in the force account item. Can you check on what has been paid in the force acct item.
The County has agreed to pay $1400 to the residents of Whisper Lane for the replacement of their motorized gate. We request that Joe Bland Construction make payment to: Bob Reed, 620 Whisper Lane, Georgetown, Texas 78628. As before, the County will reimburse JBC the cost plus allowable markups. JBC can bill the additional cost to the existing force account items in the plans. Let me know of any questions. Thanks.

Clayton K. Weber, Construction Manager
HNTB
Tel (512) 539-9342
Email cweber@hntb.com

From: Tracy Cooper <tcooper@HNTB.com>
Sent: Tuesday, August 11, 2020 2:03 PM
To: Clayton Weber <cweber@HNTB.com>
Cc: 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>; Dawn Haggard <dhaggard@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

Clayton,

They did not do any work this month but there are quite a few items on the CO section of this estimate. You may be a better person to verify that this is correct.

Thank you,

Tracy Cooper
Field Representative
Tel (512) 691-2268
Cell (512) 608-7468 Email tcooper@hntb.com

HNTB CORPORATION
101 E. Old Settlers Blvd Round Rock, Texas 78664

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

From: Dawn Haggard <dhaggard@HNTB.com>
Sent: Monday, August 10, 2020 4:51 PM
To: Tracy Cooper <tcooper@HNTB.com>
Cc: 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

Please see attached the estimate for your review.

Dawn Haggard
Williamson County Road Bond Program
Construction Project Administrator
Tel (512) 527-6714 Email dhaggard@hntb.com

From: Tracy Cooper <tcooper@HNTB.com>
Sent: Monday, August 10, 2020 3:50 PM

To: Dawn Haggard <dhaggard@HNTB.com>
Cc: 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

No, I have not seen it. I would think the only things that would be on it would be a couple of items that Clayton was working out with them. Invoices for a gate and ARV being delivered to Brushy Creek. Please send it to me and I will take a quick look.

Thank you

Tracy Cooper
Field Representative
Tel (512) 691-2258
Cell (512) 608-7465 Email tcooper@hntb.com

HNTB CORPORATION
101 E Old Settlers Blvd | Round Rock, Texas 78664

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

From: Dawn Haggard <dhaggard@HNTB.com>
Sent: Monday, August 10, 2020 2:56 PM
To: Tracy Cooper <tcooper@HNTB.com>
Cc: 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: 1901-285 CR 176 at RM 2243: Estimate #13

Estimate #13 has been received. Have you reviewed the Pay estimate #13?

If so, is it okay to process? May I use your e-signature on the estimate?

Dawn Haggard
Williamson County Road Bond Program
Construction Project Administrator
Tel (512) 744-9082 ext 16714 Direct (512) 527-6714 email dhaggard@hntb.com

HNTB CORPORATION
101 E Old Settlers Blvd Suite 100 Round Rock, TX 78664 | www.hntb.com

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This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

Item: 999-WC01

Julissa Vasquez

From: Clayton Weber
Sent: Tuesday, August 25, 2020 3:15 PM
To: Andrew Batten; Dawn Haggard; Cristina Piccioni; Cristina Piccioni
Cc: Tracy Cooper; 62811_1901-285_CR176@RM2243
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

Deduct Cave Exploration $11,953.95 – item added in CO#2
Deduct Driveway Removal $3,185.49 – item added in CO#2 **In CO#2 amount was $3,185.94**
Add Reed gate payment $1484.70 – item to be added in CO#3

Clayton K. Weber, Construction Manager
HNTB
Tel (512) 539-9342
Email cweber@hntb.com

From: Andrew Batten <abatten@joeblandconstruction.com>
Sent: Tuesday, August 25, 2020 3:07 PM
To: Dawn Haggard <dhaggard@HNTB.com>; Cristina Piccioni <cpiccioni@joeblandconstruction.com>; Clayton Weber <cweber@HNTB.com>; Cristina Piccioni <cristinapiccioni@gmail.com>
Cc: Tracy Cooper <tcooper@HNTB.com>; 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

Dawn,

Thanks for sending over.

Just for my reference can you tell me what items are the ones that make up the $13,654.74 deduct.

Thanks again.

THANKS,

ANDREW BATTEN
PROJECT MANAGER
OFFICE: 512.821.2808
CELL: 512.579.9221

JOE BLAND CONSTRUCTION
13111 DESSAU ROAD
AUSTIN, TEXAS 78754
512-821-2808

From: Dawn Haggard <dhaggard@HNTB.com>
Sent: Tuesday, August 25, 2020 2:58 PM
To: Cristina Piccioni <cpiccioni@joeblandconstruction.com>; Andrew Batten <abatten@joeblandconstruction.com>; Clayton Weber <cweber@HNTB.com>; Cristina Piccioni <cristinapiccioni@gmail.com>

Cc: Tracy Cooper <tcooper@HNTB.com>; 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

Attached, please find the updated estimate with the Force Account items.

Dawn Haggard
Williamson County Road Bond Program
Construction Project Administrator
Tel (512) 527-6714 Email dhaggard@hntb.com

From: Cristina Piccioni <cpiccioni@joeblandconstruction.com>
Sent: Friday, August 21, 2020 3:22 PM
To: Dawn Haggard <dhaggard@HNTB.com>; Andrew Batten <abatten@joeblandconstruction.com>; Clayton Weber <cweber@HNTB.com>
Cc: Tracy Cooper <tcooper@HNTB.com>; 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

Dawn,
I have sent it to your personal email from my Gmail account due to the usual issues.
Let me know if you **don't** receive it.
Thank you,

Cristina

From: Dawn Haggard [mailto:dhaggard@HNTB.com]
Sent: Friday, August 21, 2020 2:22 PM
To: Andrew Batten <abatten@joeblandconstruction.com>; Clayton Weber <cweber@HNTB.com>; Cristina Piccioni <cpiccioni@joeblandconstruction.com>
Cc: Tracy Cooper <tcooper@HNTB.com>; 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

Please send a copy of the unlocked pay estimate in excel so I can adjust the Force Account.

Dawn Haggard
Williamson County Road Bond Program
Construction Project Administrator
Tel (512) 527-6714 Email dhaggard@hntb.com

From: Andrew Batten <abatten@joeblandconstruction.com>
Sent: Thursday, August 20, 2020 3:38 PM
To: Clayton Weber <cweber@HNTB.com>; Cristina Piccioni <cpiccioni@joeblandconstruction.com>
Cc: Dawn Haggard <dhaggard@HNTB.com>; Tracy Cooper <tcooper@HNTB.com>; 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

Clayton,

I definitely missed this email. We cannot lower the amount in force account as that is locked through your provided excel.

I will need to see if I can figure out what has been paid.

THANKS,

ANDREW BATTEN
PROJECT MANAGER
OFFICE: 512.821.2808
CELL: 512.579.9221

JOE BLAND CONSTRUCTION

1311 Dessau Road
Austin, Texas 78754
512-821-2808

From: Clayton Weber <cweber@HNTB.com>
Sent: Thursday, August 20, 2020 3:30 PM
To: Andrew Batten <abatten@joeblandconstruction.com>; Cristina Piccioni <cpiccioni@joeblandconstruction.com>
Cc: Dawn Haggard <dhaggard@HNTB.com>; Tracy Cooper <tcooper@HNTB.com>; 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

Following up to check status of Pay app.

Clayton K. Weber, Construction Manager
HNTB
Tel (512) 539-9342
Email cweber@hntb.com

From: Clayton Weber
Sent: Wednesday, August 12, 2020 2:25 PM
To: 'Andrew Batten' <abatten@joeblandconstruction.com>
Cc: Dawn Haggard <dhaggard@HNTB.com>; Tracy Cooper <tcooper@HNTB.com>; 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: FW: 1901-285 CR 176 at RM 2243: Estimate #13

The added items in the change order should have lowered the amount in the force account item. Can you check on what has been paid in the force acct item.
The County has agreed to pay $1400 to the residents of Whisper Lane for the replacement of their motorized gate. We request that Joe Bland Construction make payment to: Bob Reed, 620 Whisper Lane, Georgetown, Texas 78628. As before, the County will reimburse JBC the cost plus allowable markups. JBC can bill the additional cost to the existing force account items in the plans. Let me know of any questions. Thanks.

Clayton K. Weber, Construction Manager
HNTB
Tel (512) 539-9342
Email cweber@hntb.com

From: Tracy Cooper <tcooper@HNTB.com>
Sent: Tuesday, August 11, 2020 2:03 PM
To: Clayton Weber <cweber@HNTB.com>
Cc: 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>; Dawn Haggard <dhaggard@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

Clayton,

They did not do any work this month but there are quite a few items on the CO section of this estimate. You may be a better person to verify that this is correct.

Thank you,

Tracy Cooper
Field Representative
Tel (512) 691-2268
Cell (512) 608-7468 Email tcooper@hntb.com

HNTB CORPORATION
101 E. Old Settlers Blvd. Round Rock, Texas 78664

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

From: Dawn Haggard <dhaggard@HNTB.com>
Sent: Monday, August 10, 2020 4:51 PM
To: Tracy Cooper <tcooper@HNTB.com>
Cc: 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

Please see attached the estimate for your review.

Dawn Haggard
Williamson County Road Bond Program
Construction Project Administrator
Tel (512) 527-6714 Email dhaggard@hntb.com

From: Tracy Cooper <tcooper@HNTB.com>
Sent: Monday, August 10, 2020 3:50 PM
To: Dawn Haggard <dhaggard@HNTB.com>
Cc: 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: RE: 1901-285 CR 176 at RM 2243: Estimate #13

No, I have not seen it. I would think the only things that would be on it would be a couple of items that Clayton was working out with them. Invoices for a gate and ARV being delivered to Brushy Creek. Please send it to me and I will take a quick look.

Thank you

Tracy Cooper
Field Representative
Tel (512) 691-2268
Cell (512) 608-7468 Email tcooper@hntb.com

HNTB CORPORATION
101 E. Old Settlers Blvd. Round Rock, Texas 78664

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

From: Dawn Haggard <dhaggard@HNTB.com>
Sent: Monday, August 10, 2020 2:56 PM
To: Tracy Cooper <tcooper@HNTB.com>
Cc: 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: 1901-285 CR 176 at RM 2243: Estimate #13

Estimate #13 has been received. Have you reviewed the Pay estimate #13?

If so, is it okay to process? May I use your e-signature on the estimate?

Dawn Haggard
Williamson County Road Bond Program
Construction Project Administrator
Tel (512) 744-9082 ext 16714 Direct (512) 527-6714 email dhaggard@hntb.com

HNTB CORPORATION
101 E Old Settlers Blvd Suite 100 Round Rock TX 78664 | www.hntb.com

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

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This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.
This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

Commissioners Court - Regular Session **29.**

Meeting Date: 03/01/2022

T2232 Hairy Man Rd Brushy Creek Rd Change Order #3 (HMAC Repairs & Interim Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of ($447,390.05) for Project T2232- Hairy Man/Brushy Creek Rd Improvements (DeNucci Constructors, LLC) P: 284 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds an item to adjust the unit price of Item 351-6006.

The Plan Quantity for Item 351-6006 Flexible Pavement Structure Repair (10”) was not utilized on the project. This item is defined as a major bid item in the contract because the total cost of the item, $474,390.05, is greater than 5% of the total contract cost, $3,974,320.00. The total cost of this item is 12% of the total contract cost. The original Plan Quantity is 8,480.00 SY. 2,270.71 SY was used on the project, which is 27% of the original Plan Quantity. Since the actual quantity used on the project was greater than 25% and less than the original plan quantity, the Contractor is allowed by the General Conditions of Agreement to request a revised unit price for the work. The Contractor submitted a revised unit price of $85.00 per SY. This Change Order adds Item 351-WC01 to the contract to compensate the contractor for 2,270.71 SY of pavement repair at the revised unit price of $85.00 per SY. The areas repaired were identified by the observer upon review of the existing road conditions.

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	UNIT	PRICE	QUANTITY
351-WC01	FLEXIBLE PAVEMENT STRUCTURE REPAIR (10”)	SY	$85.00	2270.71

This Change Order results in a net decrease of $447,390.05 to the Contract amount, for an adjusted Contract total of $3,526,893.95. The original Contract amount was $3,964,380.00. As a result of this and all Change Orders to-date, $437,486.05 has been deducted from the Contract, resulting in an 11.0% net reduction in the overall Contract cost. No time will be added to the Contract for this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T2232-HairyManBrushyCreek-CO#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 11:56 AM
Form Started By: Julissa Vasquez		Started On: 02/23/2022 03:27 PM
Final Approval Date: 02/24/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project:	*Hairy Man/Brushy Creek*
Roadway:	*Rdwy Improvements*
CSJ Number:	*T2232*

1. CONTRACTOR: **DeNucci Constructors, LLP**
2. Change Order Work Limits: Sta. **168+25** to Sta. **296+28**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **2E** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun/underrun of contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds an item to adjust the unit price of Item 351-6006 which is a major bid item in the contract.

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 2/24/22

By Paul T. DeNucci

Typed/Printed Name PAUL T. DENUCCI

Typed/Printed Title MANAGER

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($447,390.05)**

RECOMMENDED FOR EXECUTION:

Project Manager — 2/24/2022 — Date

N/A
Design Engineer — Date

Program Manager — 2/24/2022 — 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: *3* ***Project #*** *Hairy Man/Brushy Creek*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
104 6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	$4.00	3,618.00	$14,472.00	1,041.00	4,659.00	$18,636.00	$4,164.00
105 6045	REMOVING STAB BASE AND ASPH PAV (2"-8")	SY	$12.00	811.00	$9,732.00	1.00	812.00	$9,744.00	$12.00
164 WC04	SEEDING FOR EROSION CONTROL (TY 4)	SY	$1.00	14,895.00	$14,895.00	(14,895.00)	0.00	$0.00	($14,895.00)
164 WC10	SEEDING FOR EROSION CONTROL (TY 10)	SY	$1.00	14,895.00	$14,895.00	(14,895.00)	0.00	$0.00	($14,895.00)
168 WC01	VEGETATIVE WATERING	MG	$12.00	894.00	$10,728.00	(809.00)	85.00	$1,020.00	($9,708.00)
169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$4.00	181.00	$724.00	(181.00)	0.00	$0.00	($724.00)
169 6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	SY	$4.00	8,623.00	$34,492.00	(905.78)	7,717.22	$30,868.88	($3,623.12)
247 6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	$65.00	45.00	$2,925.00	9.00	54.00	$3,510.00	$585.00
316 6001	ASPH (MULTI OPTION)	GAL	$8.00	14,538.00	$116,304.00	(4,310.00)	10,228.00	$81,824.00	($34,480.00)
316 6193	AGGR(TY-D GR-5 SAC-B)	CY	$265.00	333.00	$88,245.00	(57.00)	276.00	$73,140.00	($15,105.00)
340 6119	D-GR HMA(SQ) TY-D SAC-A PG70-22	TON	$125.00	4,353.00	$544,125.00	(141.25)	4,211.75	$526,468.75	($17,656.25)
341 6076	D-GR HMA TY-B PG (64-22)	TON	$92.00	7,857.00	$722,844.00	29.26	7,886.26	$725,535.92	$2,691.92
351 6006	FLEXIBLE PAVEMENT STRUCTURE REPAIR (10")	SY	$56.00	8,480.00	$474,880.00	(8,480.00)	0.00	$0.00	($474,880.00)
354 6021	PLANE ASPH CONC PAV(0" TO 2")	SY	$8.00	6,126.00	$49,008.00	201.00	6,327.00	$50,616.00	$1,608.00
402 6001	TRENCH EXCAVATION PROTECTION	LF	$3.00	1,264.00	$3,792.00	(237.00)	1,027.00	$3,081.00	($711.00)
432 6002	RIPRAP (CONC) (5 IN)	CY	$600.00	4.00	$2,400.00	0.50	4.50	$2,700.00	$300.00
432 6033	RIPRAP (STONE PROTECTION)(18 IN)	CY	$65.00	211.00	$13,715.00	110.89	321.89	$20,922.85	$7,207.85
432 6045	RIPRAP (MOW STRIP)(4 IN)	CY	$22.00	134.00	$2,948.00	15.32	149.32	$3,285.04	$337.04
TOTALS					$2,121,124.00			$1,551,352.44	($569,771.56)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 *Project #* Hairy Man/Brushy Creek

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
450 6052	RAIL (HANDRAIL)(TY F)	LF	$105.00	30.00	$3,150.00	2.00	32.00	$3,360.00	$210.00
460 6001	CMP (GAL STL 12 IN)	LF	$115.00	10.00	$1,150.00	5.00	15.00	$1,725.00	$575.00
460 6007	CMP (GAL STL 48 IN)	LF	$225.00	97.00	$21,825.00	18.00	115.00	$25,875.00	$4,050.00
496 6006	REMOV STR (HEADWALL)	EA	$800.00	8.00	$6,400.00	1.00	9.00	$7,200.00	$800.00
506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$35.00	326.00	$11,410.00	(91.00)	235.00	$8,225.00	($3,185.00)
506 6001	ROCK FILTER DAMS (REMOVE)	LF	$15.00	326.00	$4,890.00	(142.00)	184.00	$2,760.00	($2,130.00)
506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	$15.00	312.00	$4,680.00	(184.00)	128.00	$1,920.00	($2,760.00)
506 6024	CONSTRUCTION EXITS (REMOVE)	SY	$9.00	312.00	$2,808.00	(184.00)	128.00	$1,152.00	($1,656.00)
506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$3.00	1,373.00	$4,119.00	2,874.00	4,247.00	$12,741.00	$8,622.00
506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$1.00	1,373.00	$1,373.00	2,874.00	4,247.00	$4,247.00	$2,874.00
506 6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	$8.00	9,726.00	$77,808.00	(550.00)	9,176.00	$73,408.00	($4,400.00)
506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	$1.00	9,726.00	$9,726.00	(550.00)	9,176.00	$9,176.00	($550.00)
529 6008	CONC CURB & GUTTER (TY II)	LF	$22.00	780.00	$17,160.00	41.00	821.00	$18,062.00	$902.00
529 6030	CONC CURB & GUTTER (VALLEY GUTTER)	LF	$18.00	25.00	$450.00	(8.00)	17.00	$306.00	($144.00)
529 6038	CONC CURB (RIBBON)	LF	$22.00	4,144.00	$91,168.00	(2.00)	4,142.00	$91,124.00	($44.00)
531 6001	CONC SIDEWALK (4")	SY	$42.00	17.00	$714.00	(11.26)	5.74	$241.08	($472.92)
540 6017	MTL BM GD FEN (LONG SPAN SYSTEM)	LF	$65.00	250.00	$16,250.00	(50.00)	200.00	$13,000.00	($3,250.00)
542 6001	REMOVE METAL BEAM GUARD FENCE	LF	$6.00	1,426.00	$8,556.00	34.00	1,460.00	$8,760.00	$204.00
644 6076	REMOVE SM RD SN SUP&AM	EA	$100.00	11.00	$1,100.00	3.00	14.00	$1,400.00	$300.00
658 6060	REMOVE DELIN & OBJECT MARKER ASSMS	EA	$100.00	16.00	$1,600.00	6.00	22.00	$2,200.00	$600.00
658 6062	INST DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)	EA	$100.00	85.00	$8,500.00	(50.00)	35.00	$3,500.00	($5,000.00)
666 6029	REFL PAV MRK TY 1 (W)8"(DOT)(090MIL)	LF	$5.00	100.00	$500.00	(76.00)	24.00	$120.00	($380.00)
666 6035	REFL PAV MRK TY 1 (W)8"(SLD)(090MIL)	LF	$5.00	80.00	$400.00	(5.00)	75.00	$375.00	($25.00)
666 6047	REFL PAV MRK TY 1 (W)24"(SLD)(090MIL)	LF	$15.00	15.00	$225.00	(4.00)	11.00	$165.00	($60.00)
666 6146	REFL PAV MRK TY 1 (Y)24"(SLD)(090MIL)	LF	$15.00	600.00	$9,000.00	(166.00)	434.00	$6,510.00	($2,490.00)
666 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$1.00	23,830.00	$23,830.00	(707.00)	23,123.00	$23,123.00	($707.00)
666 6176	REFL PAV MRK TY II (W) 8" (DOT)	LF	$1.50	100.00	$150.00	(100.00)	0.00	$0.00	($150.00)
666 6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	$6.00	600.00	$3,600.00	(166.00)	434.00	$2,604.00	($996.00)
666 6282	REF PROF PAV MRK TY I(W)4"(SLD)(060MIL)	LF	$1.00	23,335.00	$23,335.00	(403.00)	22,932.00	$22,932.00	($403.00)
666 6287	REF PROF PAV MRK TY I(Y)4"(SLD)(090MIL)	LF	$1.00	20,050.00	$20,050.00	123.00	20,173.00	$20,173.00	$123.00
666 6311	RE PM W/RET REQ TY I (Y)4"(BRK)(090MIL)	LF	$2.00	285.00	$570.00	(55.00)	230.00	$460.00	($110.00)
666 6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF	$2.00	5,195.00	$10,390.00	(484.00)	4,711.00	$9,422.00	($968.00)
666 6326	RE PM W/RET REQ TY II (Y) 4" (BRK)	LF	$1.00	285.00	$285.00	5.00	290.00	$290.00	$5.00
666 6327	RE PM W/RET REQ TY II (Y) 4" (SLD)	LF	$1.00	25,245.00	$25,245.00	(342.00)	24,903.00	$24,903.00	($342.00)
The "Totals" from Table B of the previous work sheet:					$2,121,124.00			$1,551,352.44	($569,771.56)
TOTALS					$2,533,541.00			$1,952,811.52	($580,729.48)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 *Project #* Hairy Man/Brushy Creek

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
672 6009	REFL PAV MRKR TY II-A-A	EA	$7.00	477.00	$3,339.00	(31.00)	446.00	$3,122.00	($217.00)
672 6010	REFL PAV MRKR TY II-C-R	EA	$7.00	4.00	$28.00	5.00	9.00	$63.00	$35.00
677 6001	ELIM EXT PAV MRK & MRKS (4")	LF	$4.00	495.00	$1,980.00	(390.00)	105.00	$420.00	($1,560.00)
730 6107	FULL - WIDTH MOWING	CYC	$2,400.00	2.00	$4,800.00	(2.00)	0.00	$0.00	($4,800.00)
740 6005	ANTI-GRAFFITI COATING(PERMANENT-TY III)	SF	$6.00	2,880.00	$17,280.00	(752.00)	2,128.00	$12,768.00	($4,512.00)
752 6005	TREE REMOVAL (4" - 12" DIA)	EA	$800.00	38.00	$30,400.00	17.00	55.00	$44,000.00	$13,600.00
752 6006	TREE REMOVAL (12" - 18" DIA)	EA	$1,200.00	24.00	$28,800.00	2.00	26.00	$31,200.00	$2,400.00
752 6007	TREE REMOVAL (18" - 24" DIA)	EA	$1,800.00	12.00	$21,600.00	4.00	16.00	$28,800.00	$7,200.00
752 6008	TREE REMOVAL (24" - 30" DIA)	EA	$2,400.00	8.00	$19,200.00	(4.00)	4.00	$9,600.00	($9,600.00)
559	CONCRETE BOX CULVERT, 4 FT. X 4 FT. FOR TEMPORARY BYPASS	LF	$450.00	13.00	$5,850.00	(5.00)	8.00	$3,600.00	($2,250.00)
506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTAL)	LF	$3.00	165.00	$495.00	(165.00)	0.00	$0.00	($495.00)
506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	LF	$1.00	165.00	$165.00	(165.00)	0.00	$0.00	($165.00)
504S-3W	ADJUSTING WATER VALVE BOXES TO GRADE	EA	$600.00	2.00	$1,200.00	1.00	3.00	$1,800.00	$600.00
510-AWRJ6	FACTORY RESTRAINED JOINT PIPE, 6"DIA, CLASS 350 DUCTILE IRON (ALL DEPTHS)	LF	$65.00	18.00	$1,170.00	9.00	27.00	$1,755.00	$585.00
510-AWRJ12	FACTORY RESTRAINED JOINT PIPE, 12"DIA, CLASS 350 DUCTILE IRON (ALL DEPTHS)	LF	$85.00	165.00	$14,025.00	5.00	170.00	$14,450.00	$425.00
SS511	VALVE, INSERTION, 12" DIAMETER	EA	$22,000.00	2.00	$44,000.00	(2.00)	0.00	$0.00	($44,000.00)
506-WW	MINOR MANHOLE ADJUSTMENT, 4 FT DIA	EA	$650.00	22.00	$14,300.00	1.00	23.00	$14,950.00	$650.00
999-WC01	FORCE ACCOUNT	DOL	$1.00	25,000.00	$25,000.00	(17,566.92)	7,433.08	$7,433.08	($17,566.92)
351-WC01	FLEX PAVMENT STRUCTURE REPAIR (10")	SY	$85.00	0.00	$0.00	2,270.71	2,270.71	$193,010.35	$193,010.35
The "Totals" from Table B of the previous work sheet:					$2,121,124.00			$1,551,352.44	($580,729.48)
TOTALS					$2,354,756.00			$1,918,323.87	($447,390.05)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Hairy Man Road/Brushy Creek Road Improvements
Williamson County Project No. T2232

Change Order No. 3

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds an item to adjust the unit price of Item 351-6006.

The Plan Quantity for Item 351-6006 Flexible Pavement Structure Repair (10") was not utilized on the project. This item is defined as a major bid item in the contract because the total cost of the item, $474,390.05, is greater than 5% of the total contract cost, $3,974,320.00. The total cost of this item is 12% of the total contract cost. The original Plan Quantity is 8,480.00 SY. 2,270.71 SY was used on the project, which is 27% of the original Plan Quantity. Since the actual quantity used on the project was greater than 25% and less than the original plan quantity, the Contractor is allowed by the General Conditions of Agreement to request a revised unit price for the work. The Contractor submitted a revised unit price of $85.00 per SY. This Change Order adds Item 351-WC01 to the contract to compensate the contractor for 2,270.71 SY of pavement repair at the revised unit price of $85.00 per SY. The areas repaired were identified by the observer upon review of the existing road conditions.

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	UNIT	PRICE	QUANTITY
351-WC01	FLEXIBLE PAVEMENT STRUCTURE REPAIR (10")	SY	$85.00	2270.71

This Change Order results in a net decrease of $447,390.05 to the Contract amount, for an adjusted Contract total of $3,526,893.95. The original Contract amount was $3,964,380.00. As a result of this and all Change Orders to-date, $437,486.05 has been deducted from the Contract, resulting in a 11.0% net reduction in the overall Contract cost. No time will be added to the Contract for this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.
HNTB Senior Resident Engineer

Eddie R. Church

From: Oscar Salazar-Bueno
Sent: Wednesday, January 19, 2022 8:13 AM
To: paul@denucciconstructors.com; Clayton Weber; l@denucciconstructors.com
Cc: Tracy Cooper; Josh Walenta; Aaron DeNucci; Ryan DeNucci; Christen Eschberger; 34275_RB_GreatOaksatBrushy Creek; Cindy Niels; 34275_RB_ForestNorthDrainage; Eddie R. Church; Julissa Vasquez
Subject: RE: T2232 Estimated Quantities Section 5.02 Response 3 -- Price Adjustment AGREED

For the record, as of today we have not received any documentation or calculations supporting Denucci's proposed price of $105.00/SY. A statement from the subcontractor saying that the price should have been $300.00/SY does not suffice. However, in order to move forward and resolve this issue we agree with Denucci's proposed price of **$85.00/SY** for item 351-6006 Flexible Pavement Structure Repair (10").

A Change Order adjusting the price of the item will be prepared and send to your office for signature, once the CO is executed we will pay for the monies due in the next estimate.

Oscar Salazar-Bueno, PE
Sr. Resident Engineer
Williamson County Road Bond Program
Tel (512) 527-6734 **Mobile** (737) 237-3581 **Email** osalazarbueno@hntb.com

HNTB CORPORATION
101 E. Old Settlers Blvd., Ste. 100 | Round Rock, TX 78664 | hntb.com

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From: paul@denucciconstructors.com <paul@denucciconstructors.com>
Sent: Wednesday, January 19, 2022 7:26 AM
To: Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Clayton Weber <cweber@HNTB.com>; l@denucciconstructors.com
Cc: Tracy Cooper <tcooper@HNTB.com>; Josh Walenta <joshw@denucciconstructors.com>; Aaron DeNucci <aarond@denucciconstructors.com>; Ryan DeNucci <ryand@denucciconstructors.com>; Christen Eschberger <ceschberger@HNTB.com>; 34275_RB_GreatOaksatBrushy Creek <34275_RB_GreatOaksatBrushyCreek@HNTB.com>; Cindy Niels <cindyn@denucciconstructors.com>; 34275_RB_ForestNorthDrainage <34275_RB_ForestNorthDrainage@HNTB.com>
Subject: RE: T2232 Estimated Quantities Section 5.02 Response 3

I explained our position and backed it up with our subcontractor's analysis. HNTB is using TXDOT averages which do not apply to this contract and are not applicable to the project at hand.

In order to move forward, we will accept $85.00/SY which is our historical pricing for this work at this revised qty and well below what the subcontractor would have charged.

Paul T. DeNucci
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731
512-335-0600
512-342-0600 fax
512-658-3986 cell
paul@denucciconstructors.com
www.denucciconstructors.com

-------- Original Message --------
Subject: RE: T2232 Estimated Quantities Section 5.02 Response 3
From: Oscar Salazar-Bueno <osalazarbueno@HNTB.com>
Date: Tue, January 18, 2022 5:07 pm
To: "paul@denucciconstructors.com" <paul@denucciconstructors.com>, "Clayton Weber" <cweber@HNTB.com>
Cc: Tracy Cooper <tcooper@HNTB.com>, Josh Walenta <joshw@denucciconstructors.com>, Aaron DeNucci <aarond@denucciconstructors.com>, Ryan DeNucci <ryand@denucciconstructors.com>, Christen Eschberger <ceschberger@HNTB.com>, 34275_RB_GreatOaksatBrushy Creek <34275_RB_GreatOaksatBrushyCreek@HNTB.com>, Cindy Niels <cindyn@denucciconstructors.com>, 34275_RB_ForestNorthDrainage <34275_RB_ForestNorthDrainage@HNTB.com>

Mr. Denucci,

I would recommend to move forward and solve the issue at hand, which is the flexible pavement repair underrun. A few emails ago you asked if the $75.00/SY was our final proposal, I confirm that it is. That is the price that can be supported by the price adjustment methodology prescribed in the PCM and TxDOT average prices & adjustment factors.

Please let us know if you are in agreement with this price so we can prepare the CO. Conversely, if you disagree provide back up supporting your proposed price. The back-up shall demonstrate that Denucci's cost to perform the work exceeded the amount paid for by the County.

Let me know if you have any questions.

Oscar Salazar-Bueno, PE
Sr. Resident Engineer
Williamson County Road Bond Program
Tel (512) 527-6734 **Mobile** (737) 237-3581 **Email** osalazarbueno@hntb.com

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Commissioners Court - Regular Session **30.**

Meeting Date: 03/01/2022

2019 Road Bond Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2019 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer $50,000 from P357 (Ronald Reagan Blvd at Sun City Blvd to P359 (Corridor E4), $325,000 from P376 (CR 134/CR 132 Extension) to P369 (Bartlett Street), $150,000 from P381 (Old Settler Blvd) to P374 (Thrall Street) and $2,000,000 from P379 (Cottonwood Creek Drainage Improvements) to P332 (FM 3349 at US 79 Interchange).

Background

The attached memo provides more detail on the funds being transferred.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 10:38 AM
Form Started By: Tomika Lynce		Started On: 02/24/2022 09:24 AM
Final Approval Date: 02/24/2022		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

February 23, 2022

Re: 2019 Road Bond Budget Adjustment

Dear Ms. Lynce,

Please make the following budget adjustment to the 2019 Road Bond Program:

- Move $50,000.00 from P357 Ronald Reagan Blvd at Sun City Blvd to P359 Corridor E4
- Move $325,000.00 from P376 CR 134/CR 132 Extension (Hutto Arterial) to P369 Bartlett Street Project
- Move $150,000.00 from P381 Old Settler Blvd to P374 Thrall Street Project
- Move $2,000,000.00 from P379 Cottonwood Creek Drainage Improvements to P332 FM 3349 at US 79 Interchange

If you have any questions, please let me know.

Thank you.

Michael J. Weaver

Cc: Pam Navarrette, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **31.**

Meeting Date: 03/01/2022

TXDOT Resolution for LH Bypass

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution with TXDOT for a locally funded Road Improvement Project On-System at the Liberty Hill Bypass.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TXDOT Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:51 AM
Form Started By: Charlie Crossfield		Started On: 02/23/2022 02:38 PM
Final Approval Date: 02/24/2022		

STATE OF TEXAS	*****	***THE COMMISSIONERS COURT OF***
COUNTY OF WILLIAMSON	*****	***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the 1st day of March 2022, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Agreement with TXDOT for a Locally Funded Road Improvement Project On-System, which will allow for construction of left and right turn lanes at the intersection of RM 1869 and the Liberty Hill Bypass in Williamson County, Texas

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this___day of_____, 2022.

_____
Bill Gravell Jr., County Judge

Attest:

_____
Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **32.**

Meeting Date: 03/01/2022

LOSA- LH Bypass

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 Agreement with TXDoT for Local On-System Project which will allow for construction of left and right turn lanes at the intersection of RM 1869 and the Liberty Hill Bypass in Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LOSA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:52 AM
Form Started By: Charlie Crossfield		Started On: 02/23/2022 02:40 PM
Final Approval Date: 02/24/2022		

CSJ #	**1755-01-020**
District #	**14-AUS**
Code Chart 64 #	**50246**
Project Name	**RM 1869 at Liberty Hill Bypass**

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT

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, 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, the Texas Transportation Commission passed Minute Order Number **115814**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, 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 _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Project Location Map (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. 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 completed Project is accepted by the State or unless terminated as provided below.

CSJ #	**1755-01-020**
District #	**14-AUS**
Code Chart 64 #	**50246**
Project Name	**RM 1869 at Liberty Hill Bypass**

2. Scope of Work

The Project consists of intersection improvements, at the intersection of RM 1869 and the Liberty Hill Bypass, to include roadway widening, additional turn lanes, and drainage improvements. Project to include environmental clearance, engineering, right of way, utilities, and construction in the City of Liberty Hill, Texas, described as "Project".

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, Local On-System Improvement Project Budget (Attachment C), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment C. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.

B. Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (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 Project costs.

C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment C. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment C. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment C by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment C is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.

D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment C.

E. 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 Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.

F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.

G. The Local Government will complete construction and receive the State's acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.

H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it

determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or

C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. 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. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. 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.

7. Architectural and Engineering Services

The Local Government 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. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

A. The identification and assessment of any environmental problems associated with the development of the 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 development of all required environmental documents and obtaining all required permits and approvals.
D. The preparation of documents required for the environmental clearance of the Project.

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 and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to 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. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal 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 for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project 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).

12. Construction Responsibilities

A. The Local Government shall 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. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction

within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.

C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. 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 County Judge 701 S. Main Street, ste.101 Georgetown, TX 78626	Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, Texas 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.

CSJ #	**1755-01-020**
District #	**14-AUS**
Code Chart 64 #	**50246**
Project Name	**RM 1869 at Liberty Hill Bypass**

15. 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.

16. 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.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties 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.

19. 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.

20. 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 and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government 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 completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government 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.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor 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. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. 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.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

23. Signatory Warranty

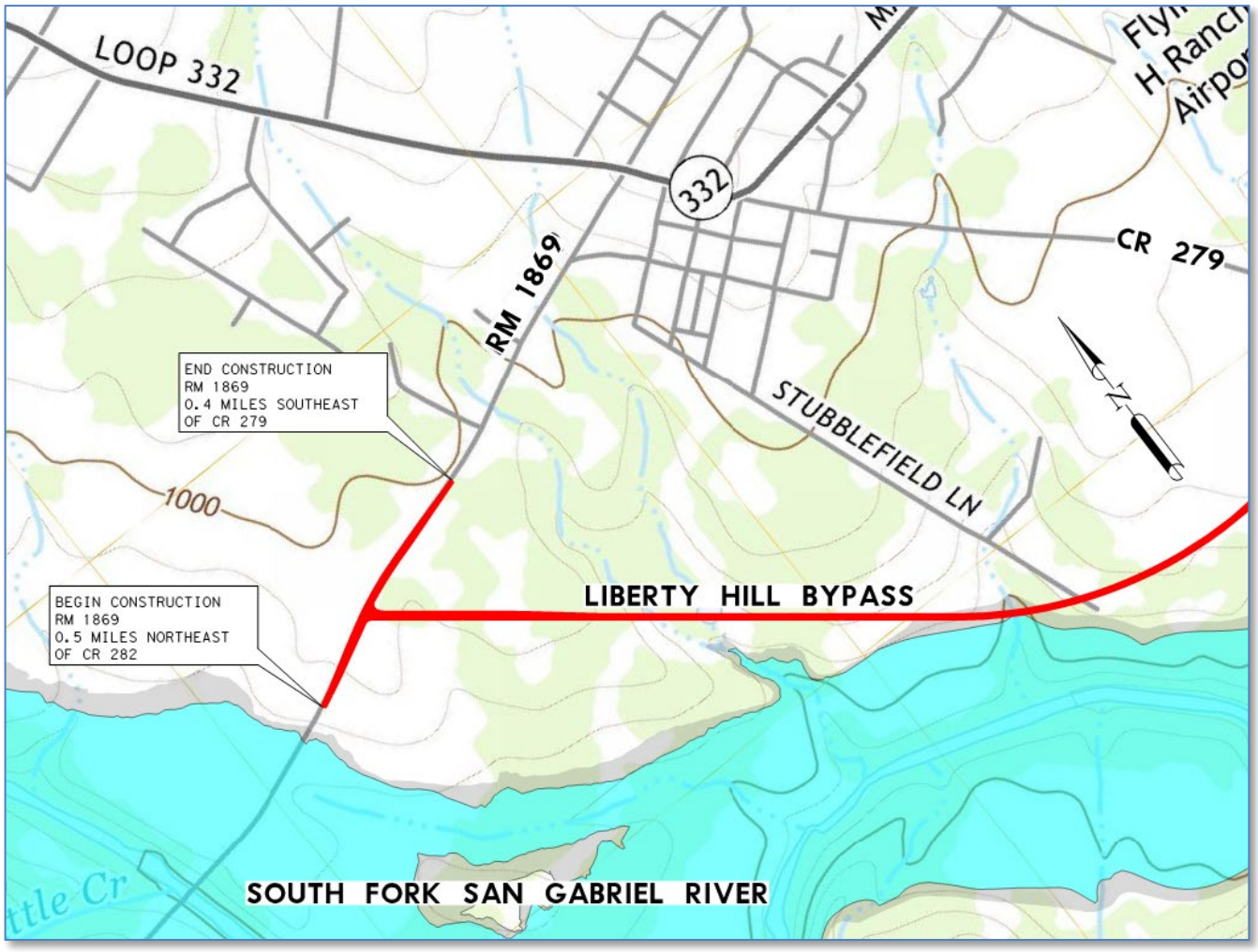
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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

CSJ #	**1755-01-020**
District #	**14-AUS**
Code Chart 64 #	**50246**
Project Name	**RM 1869 at Liberty Hill Bypass**

ATTACHMENT B
PROJECT LOCATION MAP



CSJ #	**1755-01-020**
District #	**14-AUS**
Code Chart 64 #	**50246**
Project Name	**RM 1869 at Liberty Hill Bypass**

ATTACHMENT C
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	$15,000	
Right of Way	$40,000	
Engineering	$60,000	
Utility Work	$25,000	
Construction	$1,054,897	
Subtotal for Project Phases		$1,194,897
DIRECT STATE COSTS:	**Paid By: ☐ Local Government ☒ State**	
Environmental	$4,182	
Right of Way	$1,046	
Engineering	$6,273	
Utility Work	$1,046	
Construction	$29,275	
Subtotal for Direct State Costs		$41,822
INDIRECT STATE COSTS:	**Paid By: ☐ Local Government ☒ State**	
Subtotal for Indirect State Costs (4.77%)		$56,997
TOTAL ESTIMATED COST OF PROJECT		$1,293,716

$0	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.

CSJ #	**1755-01-020**
District #	**14- AUS**
Code Chart 64 #	**50246**
Project Name	**RM 1869 at Liberty Hill Bypass**

ATTACHMENT A
RESOLUTION

Commissioners Court - Regular Session **33.**

Meeting Date: 03/01/2022

CR 258 Deed

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 special warranty deed with Enclave at Liberty Hill, LLC and 2125 Hydepark Apartments, LLC regarding the donation of right of way for the CR 258 project. (Parcel 4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Enclave Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:53 AM
Form Started By: Charlie Crossfield		Started On: 02/23/2022 02:42 PM
Final Approval Date: 02/24/2022		

Parcel 4

SPECIAL WARRANTY DEED
County Road 258 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **ENCLAVE AT LIBERTY HILL, LLC and 2125 HYDEPARK APARTMENTS, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Donate, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.375-acre (16,351 square foot) parcel of land out of the B. Manlove Survey, Abstract No.417, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 4).

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas 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 County Road 258.

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, except as to the Reservations from and Exceptions to Conveyance and Warranty, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the 16th day of FEBRUARY, 2022.

[signature page follows]

GRANTOR:

ENCLAVE AT LIBERTY HILL, LLC

By: K.V.N. Ramakrishna

Name: RAMAKRISHNA KANDULA

Its: MANAGER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

STATE OF California §
§
COUNTY OF Santa Clara §

This instrument was acknowledged before me on this the 16th day of February, 2022 by Ramakrishna Kandula, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of California

SEUNG EUN YU
COMM. #2309549
Notary Public - California
Santa Clara County
My Comm. Expires Oct. 20, 2023

GRANTOR:

2125 HYDEPARK APARTMENTS, LLC

By: K.V.N. Ramakrishna

Name: RAMAKRISHNA KANDULA

Its: MANAGER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

STATE OF California §
§
COUNTY OF Santa Clara §

This instrument was acknowledged before me on this the 16th day of February, 2022 by Ramakrishna Kandula, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of California

SEUNG EUN YU
COMM. #2309549
Notary Public - California
Santa Clara County
My Comm. Expires Oct. 20, 2023

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

July 30, 2021

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.375 ACRE (16,351 SQ. FT.) PARCEL OF LAND LOCATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 30.000 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BECKY ELAINE GADDY COLEMAN, RECORDED JANUARY 8, 2018 IN DOCUMENT NO. 2018007336, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.375 ACRE (16,351 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 59.13 feet right of County Road 258 (C.R. 258) Engineer's Centerline Station (E.C.S.) 70+60.00 on the existing south right-of-way line of C.R. 258, a variable width right-of-way, conveyed to Williamson County in Document No. 2015052467, O.P.R.W.C.TX., for a northeast corner of said 30.000 acre tract, same being the northwest corner of a called 4.99 acre tract of land, described in a deed to Claire Sirota and Lloyd Sirota, wife and husband, recorded in Document No. 2012016607, O.P.R.W.C.TX.;

THENCE with the existing south right-of-way line of said C.R. 258, the following two (2) courses and distances:

S 68°13'58" W, a distance of 95.43 feet to a calculated point, and

S 68°43'58" W, a distance of 178.53 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,219,179.60, E=3,070,916.21) set 59.96 feet right of C.R. 258 E.C.S 67+85.98 on the proposed south right-of-way line of C.R. 258, for the most easterly northeast corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the existing south right-of-way line of said C.R. 258, with the proposed south right-of-way line of said C.R. 258, over and across said 30.000 acre tract, the following four (4) courses and distances numbered 1-4:

1) S 21°23'17" E, a distance of 8.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 258 E.C.S 67+86.00, for an angle corner of the parcel described herein,

2) S 68°43'58" W, a distance of 113.72 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 258 E.C.S 66+72.28, for an angle corner of the parcel described herein,

3) S 21°16'02" E, a distance of 15.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet right of C.R. 258 E.C.S 66+72.28, for an angle corner of the parcel described herein, and

4) S 68°43'58" W, a distance of 115.17 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet right of C.R. 258 E.C.S 65+57.12 on the proposed east right-of-way line of C.R. 258, for an angle corner of the parcel described herein;

5) **THENCE** S 03°14'38" W, departing the proposed south right-of-way line of said C.R. 258, with the proposed east right-of-way line of said C.R. 258, over and across said 30.000 acre tract, a distance of 253.07 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 313.26 feet right of C.R. 258 E.C.S 64+52.13 on the south line of said 30.000 acre tract, for the southeast corner of the parcel described herein;

6) **THENCE** N 74°02'25" W, departing the proposed east right-of-way line of said C.R. 258, with the south line of said 30.000 acre tract, a distance of 13.18 feet to a 1/2-inch iron rod with a plastic cap found on the existing east right-of-way line of C.R. 258, a variable width right-of-way, conveyed to Williamson County in Document No. 2003006084, O.P.R.W.C.TX., for the southwest corner of said 30.000 acre tract and the parcel described herein;

THENCE with the existing east right-of-way line of said C.R. 258, the following two (2) courses and distances numbered 7-8:

7) N 21°50'15" W, a distance of 21.60 feet to a calculated point, said point being the beginning of a curve to the right, and

8) With said curve to the right, an arc distance of 409.83 feet, through a central angle 90°08'49", having a radius of 260.48 feet, and a chord that bears N 23°14'29" E, a distance of 368.85 feet to a 1/2-inch iron rod with a plastic cap stamped "WALKER 5283" found on the existing south right-of-way line of said C.R. 258, for the most northerly northeast corner of said 30.000 acre tract and the parcel described herein;

THENCE departing the existing east right-of-way line of said C.R. 258, with the existing south right-of-way line of said C.R. 258, the following two (2) courses and distances numbered 9-10:

9) S 21°16'02" E, a distance of 39.32 feet to a 1/2-inch iron found, for an angle corner of the parcel described herein, and

THIS SPACE INTENTIONALLY LEFT BLANK

10) N 68°43'58" E, a distance of 86.00 feet to the **POINT OF BEGINNING**, and containing 0.375 acre (16,351 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

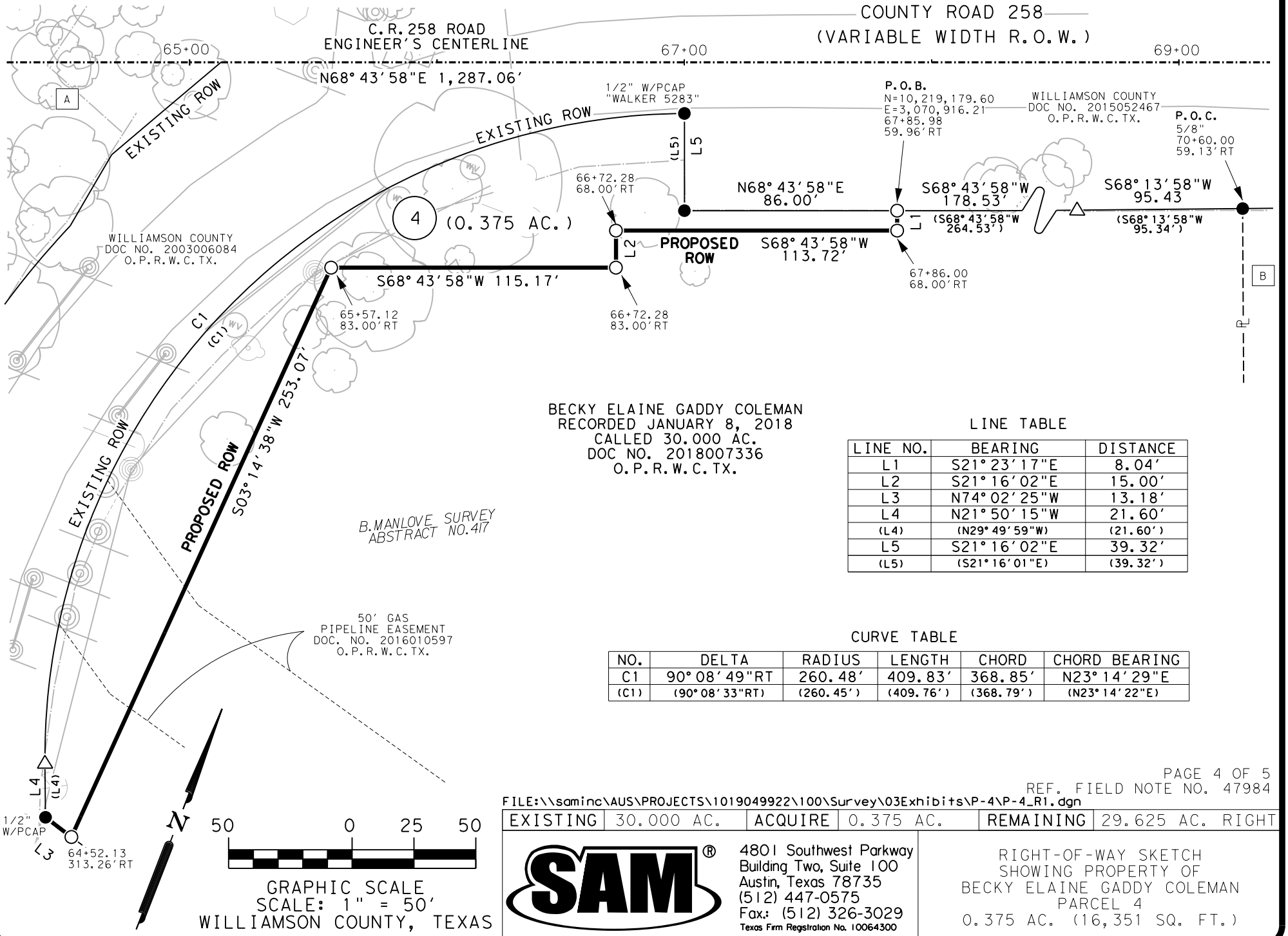
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



7/30/21

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

BECKY ELAINE GADDY COLEMAN
RECORDED JANUARY 8, 2018
CALLED 30.000 AC.
DOC NO. 2018007336
O.P.R.W.C.TX.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S21°23'17"E	8.04'
L2	S21°16'02"E	15.00'
L3	N74°02'25"W	13.18'
L4	N21°50'15"W	21.60'
(L4)	(N29°49'59"W)	(21.60')
L5	S21°16'02"E	39.32'
(L5)	(S21°16'01"E)	(39.32')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	90°08'49"RT	260.48'	409.83'	368.85'	N23°14'29"E
(C1)	(90°08'33"RT)	(260.45')	(409.76')	(368.79')	(N23°14'22"E)

REF. FIELD NOTE NO. 47984

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\P-4\P-4_R1.dgn

EXISTING	30.000 AC.	ACQUIRE	0.375 AC.	REMAINING	29.625 AC. RIGHT

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
BECKY ELAINE GADDY COLEMAN
PARCEL 4
0.375 AC. (16,351 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	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
	DEED LINE (COMMON OWNERSHIP)
	PROPOSED TEMPORARY EASEMENT LINE

A

MACNAK, LLC
REMAINDER OF A
CALLED 262.022 AC.
DOC NO. 2007083912
O.P.R.W.C.TX.

B

CLAIRE SIROTA AND
LLOYD SIROTA, WIFE AND HUSBAND
CALLED 4.99 AC.
DOC NO. 2012016607
O.P.R.W.C.TX.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2033122-KFO, EFFECTIVE DATE MARCH 10, 2021, AND ISSUED DATE MARCH 22, 2021. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 258 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM AMERICAN STRUCTURE, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2020.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

7/30/21
DATE

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2033122-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 10, 2021, AND ISSUED DATE MARCH 22, 2021.

1. RESTRICTIVE COVENANTS: ITEM NO. 1, SCHEDULE B, IS HEREBY DELETED.

10A. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

B. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

C. ANY VISIBILE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

D. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARAIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

E. ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

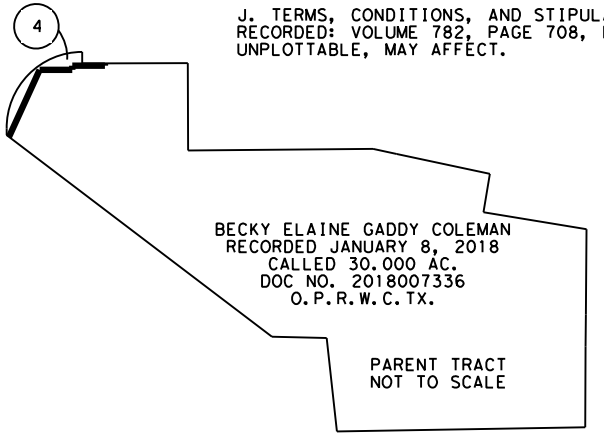
F. RIGHT OF TENANTS, AS TENANTS ONLU, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

G. EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME 837, PAGE 651, DEED RECORDS, WILLIAMSON COUNTY, TEXAS AND AS AMENDED IN VOLUME 2163, PAGE 82, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. SAID EASEMENT MAY BE AFFECTED BY DOCUMENT NO(S) 2016010597 AND 2020082921, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. AFFECTS, AS SHOWN.

H. EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORP., BY INSTRUMENT RECORDED IN VOLUME 964, PAGE 537, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. UNPLOTTABLE, MAY AFFECT.

I. TERMS, CONDITIONS, AND STIPULATIONS IN OIL, GAS AND MINERAL LEASE: RECORDED: VOLUME 493, PAGE 628, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. UNPLOTTABLE, MAY AFFECT.

J. TERMS, CONDITIONS, AND STIPULATIONS IN OIL, GAS AND MINERAL LEASE: RECORDED: VOLUME 782, PAGE 708, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. UNPLOTTABLE, MAY AFFECT.





REF. FIELD NOTE NO. 47984

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\P-4\P-4_R1.dgn

EXISTING	30.000 AC.	ACQUIRE	0.375 AC.	REMAINING	29.625 AC. RIGHT

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
BECKY ELAINE GADDY COLEMAN
PARCEL 4
0.375 AC. (16,351 SQ. FT.)

Commissioners Court - Regular Session **34.**

Meeting Date: 03/01/2022

N. Mays exchange deed

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 deed to Foreverforward, LLC releasing excess right of way in exchange for the proposed right of way on the N. Mays project (Parcel 8).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Foreverforward Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:54 AM
Form Started By: Charlie Crossfield		Started On: 02/23/2022 02:44 PM
Final Approval Date: 02/24/2022		

DEED

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That WILLIAMSON COUNTY, TEXAS, 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 connection with the acquisition of that certain right of way parcel for construction of North Mays, 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 to FOREVERFORWARD, LLC, a Texas limited liability company, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.129 acre (5,630 square foot) tract of land situated in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; said tract more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

THIS CONVEYANCE OF THE PROPERTY TO GRANTEE IS MADE ON AN "AS IS", "WHERE IS" BASIS, "WITH ALL FAULTS." EXCEPT FOR THE SPECIAL WARRANTY OF TITLE, GRANTOR MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATING OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, CONDITION, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. GRANTOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE

PROPERTY, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO QUALITY AND SUITABILITY FOR ANY PURPOSE, PROVIDED THAT THIS DISCLAIMER SHALL NOT BE CONSTRUED AS A DISCLAIMER OF ANY SPECIAL WARRANTY OF TITLE OF THE PROPERTY.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Mr. W Fireworks, Inc. and its assigns forever; and Grantors doe hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2022.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Bill Gravell, Jr., Williamson County Judge, 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

GRANTEE'S ADDRESS:

ForeverForward, LLC
479 Shady Hollow
New Braunfels, Texas 78132-2310

AFTER RECORDING RETURN TO:

EXHIBIT A

County: Williamson
Parcel : Right-of-Way Reversion Tract
Highway: North Mays Street

PROPERTY DESCRIPTION FOR A PORTION OF NORTH MAYS STREET

DESCRIPTION OF A 0.129 ACRE (5,630 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 0.398 RIGHT-OF-WAY ACQUISITION TRACT DESCRIBED IN DEED TO WILLIAMSON COUNTY, TEXAS RECORDED IN DOCUMENT NO. 2021197509 AND THAT CALLED 1.225 ACRE RIGHT-OF-WAY ACQUISITION TRACT DESCRIBED IN DEED TO SAID WILLIAMSON COUNTY, TEXAS RECORDED IN DOCUMENT NO. 2018020604 (EXHIBIT A, PARCEL 9) BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.129 ACRE (5,630 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with aluminum cap stamped "ROW-4933" set 50.00 feet right of proposed North Mays Baseline Station 77+39.20, (Grid Coordinates determined as N=10,175,340.84, E=3,130,124.01TxSPC Zone 4203), being a point of intersection in the existing easterly Right-of-Way (ROW) line of North Mays Street (Right-of-Way width varies), and the existing easterly ROW line of said Oakmont Drive (60' ROW width), same being the southerly corner of that called 0.136 acre ROW Acquisition tract described in Deed to Williamson County, Texas recorded in Document No. 2018040315 of the Official Public Records of Williamson County, Texas, also being in the westerly boundary line of the Replat of Lot 3, Block "A", Oakmont Centre, Section Five, a subdivision of record in Cabinet Z, Slide 161-162 of the Plat Records of Williamson County, Texas, also being the northerly corner of that called 0.378 acre portion of said Oakmont Drive to be abandoned;

THENCE, departing said existing North Mays ROW line, with the proposed easterly ROW line of said North Mays Street, same being the westerly line of said 0.378 acre tract, S 12°09'15" E, for a distance of 144.30 feet to a calculated point, being the intersection of the southwesterly line of said 0.378 acre tract (existing southwesterly ROW of Oakmont Drive) and the existing easterly ROW line of said North Mays Street (1.225 acre Exhibit A, Parcel 9), for the northerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with said existing northeasterly ROW line of said North Mays Street (northeasterly line of said 1.225 acre tract), same being said southwesterly line of the 0.378 acre tract, the following two (2) courses:

1) **S 37°40'14" E,** for a distance of **9.98** feet to a 1/2" iron rod found, for the beginning of a non-tangent curve to the left;

2) Along said curve to the left, having a delta angle of **24°24'58"**, a radius of **330.00** feet**,** an arc length of **140.64** feet, and a chord which bears **S 50°07'56" E,** for a distance of **139.58** feet to an iron rod found, being an angle point in said 1.225 acre tract, same being the most northerly corner of said 0.398 acre ROW Acquisition tract;

3) **THENCE,** departing said 1.225 acre tract, continuing with said southwesterly line of Oakmont Drive, same being the northeasterly line of said 0.398 acre Acquisition tract, with a continuation of the 0.378 acre tract curve to the left, having a delta angle of **04°02'49"**, a radius of **330.00** feet**,** an arc length of **23.31** feet, and a chord which bears **S 64°21'54" E,** for a distance of **23.30** feet to a calculated point in the proposed northerly ROW line of said Oakmont Drive, and from which, an iron rod with aluminum cap stamped "ROW-4933" set, being an angle point in said proposed northerly ROW line of Oakmont Drive, same being in the southerly boundary line of Lot 3B, Replat of Lot 3, Block A, Oakmont Centre Section Five, a subdivision of record in Cabinet Z, Slides 161-162 of the Plat Records of Williamson County, Texas bears, crossing said Oakmont Drive with said proposed northerly ROW line, same being the southerly line of said 0.378 acre tract, N 77°50'45" E, for a distance of 158.23 feet;

4) **THENCE**, departing said 0.378 acre tract, through the interior of said 0.398 acre ROW Acquisition tract, with said proposed northerly ROW line of Oakmont Drive, **S 77°50'45" W,** for a distance of **30.33** feet to a calculated point in the northwesterly line of said 0.398 acre tract, same being the easterly line of said 1.225 acre tract;

5) **THENCE**, continuing with said proposed northerly ROW line of Oakmont Drive, through the interior of said 1.225 acre tract, **S 77°50'45" W,** for a distance of **53.52** feet to an iron rod with aluminum cap stamped "ROW-4933" set 74.75 feet right of proposed North Mays Baseline Station 74+61.59, for the beginning of a cut-back line transitioning to the proposed easterly ROW line of said North Mays Street;

6) **THENCE**, with said cut-back line, **N 57°09'15" W,** for a distance of **35.00** feet to an iron rod with aluminum cap stamped "ROW-4933" set 50.00 feet right of proposed North Mays Baseline Station 74+86.34 in said proposed easterly ROW line of North Mays Street;

7) **THENCE,** with said proposed easterly ROW line, **N 12°09'15" W,** for a distance of **108.56** feet to the **POINT OF BEGINNING**, containing 0.129 acres (5,630 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 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

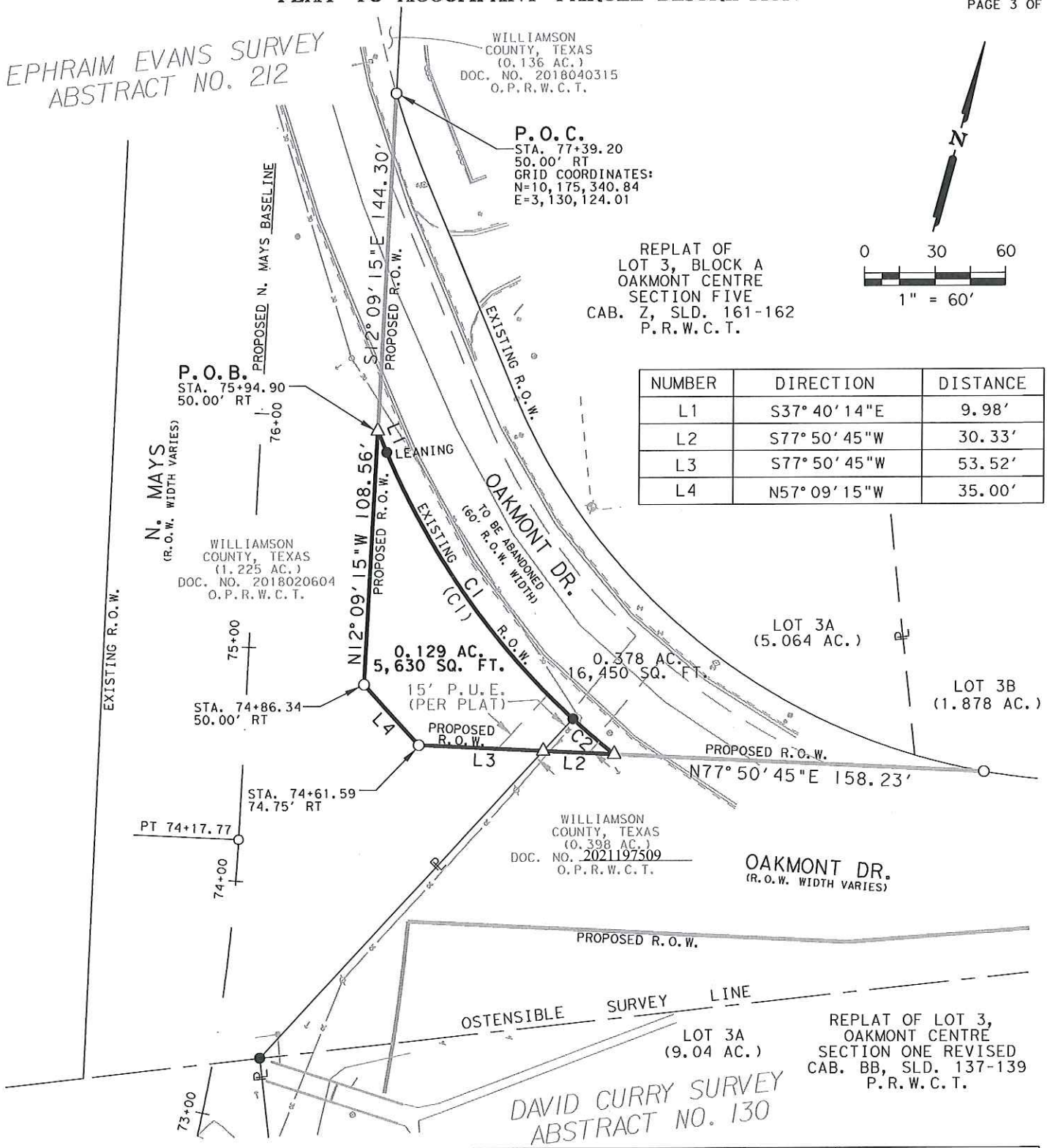
M. Stephen Truesdale — 3 FEB 2021

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	S37° 40' 14"E	9.98'
L2	S77° 50' 45"W	30.33'
L3	S77° 50' 45"W	53.52'
L4	N57° 09' 15"W	35.00'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	24° 24' 58"	330.00'	140.64'	139.58'	S50° 07' 56"E
(C1)	(24° 32' 43")	(330.00')	(141.37')	(140.29')	(S49° 00' 55"E)
C2	04° 02' 49"	330.00'	23.31'	23.30'	S64° 21' 54"E

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

WILLIAMSON COUNTY, TEXAS

SCALE	PROJECT	COUNTY
1" = 60'	N. MAYS EXTENSION	WILLIAMSON

REVERSION TRACT
0.129 AC.
5,630 SQ. FT.

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◉	½" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)

℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
⟋	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON 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 HERON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3 FEB 2021

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

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
WILLIAMSON COUNTY, TEXAS

SCALE	PROJECT	COUNTY
1" = 60'	N. MAYS EXTENSION	WILLIAMSON

REVERSION TRACT
0.129 AC.
5,630 SQ. FT.

S:*LJA\NMAYS EXT\PARCELS\REVERSION TRACT 0.129 ACRES\CHANDLER CREEK PARCEL E&F LP-REVERSION.dgn

Commissioners Court - Regular Session **35.**

Meeting Date: 03/01/2022

CR 111 PUA

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 possession and use agreement for transportation purposes with R040062, LP, a Texas limited partnership for a waterline easement needed on the CR 111 project (Parcel 21WE).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:55 AM
Form Started By: Charlie Crossfield		Started On: 02/23/2022 02:48 PM
Final Approval Date: 02/24/2022		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION/UTILITY PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 21WE (P2.3)
COUNTY OF WILLIAMSON	§	Project: CR111/Westinghouse Road

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS and JONAH WATER SPECIAL UTILITY DISTRICT** (collectively the "County"), and **R040062, LP, a Texas limited partnership** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of portions of the Grantor's property for the purpose of constructing the County Road 111/Westinghouse Road Project and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibits "A-B") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor and Grantee covenants, warranties, and obligations under this Agreement, the County and Grantor agree to postpone proceeding with a formal condemnation proceedings so that the parties may engage in additional good faith efforts to negotiate all available monetary and non-monetary compensation alternatives for acceptable conveyance of the Property upon terms which are acceptable to the parties herein. The County will be entitled to take possession and use of the Property upon full execution and recording of this document by County in the Official Records of Williamson County, subject to the conditions in paragraph 13 below, if any. The parties agree that the conditions and representations in this Agreement represent adequate and full compensation for the possession and use of the Property.

3. The effective date of this Agreement will be the date on which the final required party executes the Agreement (the "Effective Date").

4. The Grantor warrants and represents by, through, or under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances (and any subsequent updates prior to the Effective Date), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. 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 as of the Effective Date.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of an easement interest in the Property. The Grantor reserves all rights of compensation for the proposed easement interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for the proposed easement interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings, except as such removal or construction of improvements may impact or damage the Remainder. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until sixty (60) days after entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor and Grantee to continue negotiations for monetary and/or non-monetary alternative forms of compensation for the Property which is acceptable to both parties. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.

10. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

12. It is agreed the County will record this document.

13. Other conditions:

    (a) If Grantor determines in good faith that that parties are unable to agree upon any monetary or non-monetary compensation to acquire the Property, upon written request from Grantor the County shall proceed with any remaining statutory prerequisites to filing a condemnation suit to acquire the Property, and shall schedule a Special Commissioners hearing for any legally available acquisition of the Property within one hundred twenty (120) days following such request.

    (b) Should there be a Special Commissioners' Award ("Award") in any future condemnation suit to acquire the Property, the County shall tender the amount of such Award to the registry of the court within 30 (thirty) days of the date that the Award document is filed with the applicable court.

14. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration (if any) recited herein:

Tenants: _____

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

R040062, LP,
a Texas limited partnership

By: _____

Name: Louis Mertz

Its: Manager

ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Harris

This instrument was acknowledged before me on this the 18th day of February, 2022 by Susana Paredes, in the capacity and for the purposes and consideration recited herein.

SUSANA PAREDES
124431347
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUGUST 7, 2023

_____
Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2022 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

EXHIBIT "A"

Proj No. 22009
April 26, 2021

Parcel 21 WE – Part 2
0.520 AC Easement
John McQueen Survey
Abstract No. 426
Williamson County, Texas

DESCRIPTION OF EASEMENT: PARCEL 21 WE-PART 2

DESCRIPTION OF A 0.520 ACRE TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 67.07 ACRE TRACT OF LAND CONVEYED TO ERNEST W. KIMBRO BY GENERAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 2007004401, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.520 AC TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with cap stamped "RPLS 5784" found in the east boundary line of Bell Gin Road, a variable width right-of-way, no dedication found to date, same line being the west boundary line of said 67.07 acre tract, at its intersection with the north right-of-way line of County Road 111, same line being the north boundary line of that certain called 3.885 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2018082244, said Official Public Records, for the northwest corner of said 3.885 acre tract of land and for the southwest corner of the herein described tract;

THENCE, North 21°50'37" West, with the common line of said 67.07 acre tract and said Bell Gin Road, a distance of 44.65 feet, to a point for the northwest corner of the herein described tract, from which point a 1/2 inch iron rod with cap stamped "FORREST 1847" found for the northwest corner of said 67.07 acre tract bears North 21°50'37" West, with the common line of said 67.07 acre tract and said Bell Gin Road, a distance of 1409.35 feet;

THENCE, over and across said 67.07 acre tract of land the following six (6) courses and distances:

1. North 68°09'16" East, a distance of 25.00 feet
2. South 21°50'37" East, a distance of 30.24 feet, to a point;
3. North 69°30'55" East, a distance of 210.37 feet, to a point;
4. South 20°29'05" East, a distance of 65.27 feet, to a point;
5. North 71°56'26" East, a distance of 510.88 feet, to a point;
6. North 69°30'55" East, a distance of 648.92 feet to a point in the north boundary line of said 3.885 acre tract of land, for the northeast corner of the herein described tract, from which point a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set for a corner of said 3.885 acre tract of land bears North 13°07'27" West, with said 3.885 acre tract of land, a distance of 34.88 feet;

THENCE, with the north boundary line of said 3.885 acre tract of land, over and across said 67.07 acre tract of land, the following five (5) courses and distances:

MAE 04/26/2021 STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

Parcel 21 WE – Part 2
0.520 AC Easement
John McQueen Survey
Abstract No. 426
Williamson County, Texas

1. South 13°07'27" East, a distance of 15.12 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found for the southeast corner of the herein described tract;
2. South 69°30'55" West, a distance of 647.30 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found;
3. South 71°56'26" West, a distance of 525.58 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found for an interior ell corner of said 3.885 acre tract, for the southernmost southwest corner of the herein described tract;
4. North 20°29'05" West, a distance of 64.65 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found for an interior ell corner of the herein described tract;
5. South 69°30'55" West, a distance of 220.02 feet, to the **POINT OF BEGINNING**, and containing 0.520 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

The subject tract is an easement, monuments were not set for corners.

I certify that this description was prepared from a survey made on the ground in October 2016 to October, 2020, under my supervision.

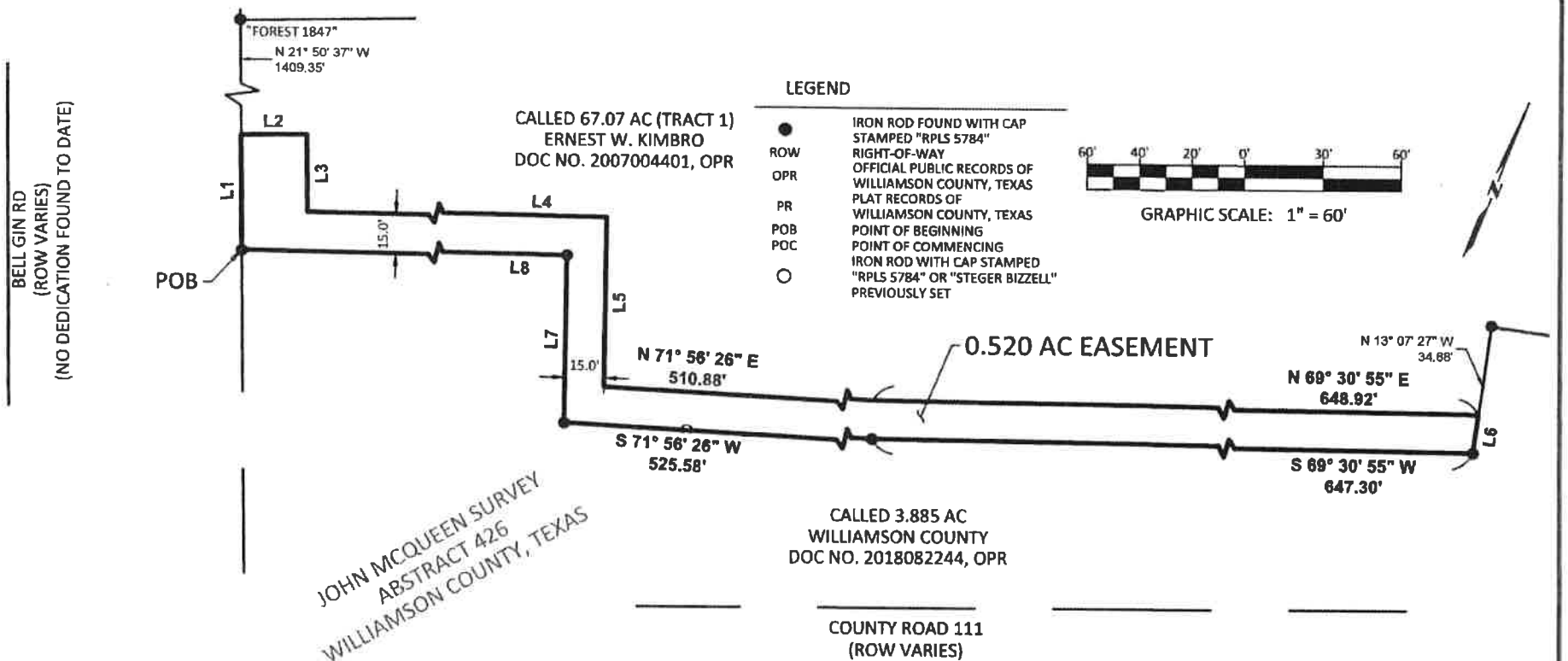
Steger & Bizzell Engineering Inc.

04/26/2021

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\Descriptions\DESCRIPTION OF ESMT PARCEL 21 WE-PART 2.docx



NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
3. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STEGER BIZZELL

04/26/2021

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

Line Table		
Line #	Direction	Length
L1	N 21°50'37" W	44.65'
L2	N 68°09'16" E	25.00'
L3	S 21°50'37" E	30.24'
L4	N 69°30'55" E	210.37'
L5	S 20°29'05" E	65.27'
L6	S 13°07'27" E	15.12'
L7	N 20°29'05" W	64.65'
L8	S 69°30'55" W	220.02'

PARCEL 21 WE-PART 2
SKETCH TO ACCOMPANY DESCRIPTION OF A 0.520 AC EASEMENT OUT OF CALLED 67.07 AC TRACT CONVEYED TO ERNEST W. KIMBRO DOC. NO. 2007004401, OPR WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
VOICE 512.930.9412 TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM NO. 100335-00 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

DATE 4-23-2021 JOB NO. 22009

SHEET 1 OF 1

J:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\CAD\WSUD EASEMENTS\22009-ESMT-JWSUD-PARCEL 21 WE-P2.dwg

EXHIBIT "B"

Proj No. 22009
March 24, 2021

Parcel 21 WE – Part 3
3482 Sq.Ft. Easement
John McQueen Survey
Abstract No. 426
Williamson County, Texas

DESCRIPTION OF EASEMENT: PARCEL 21 WE-PART 3

DESCRIPTION OF A 3482 SQ FT TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 67.07 ACRE TRACT OF LAND CONVEYED TO ERNEST W. KIMBRO BY GENERAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 20007004401, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.989 AC TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set on the common line of Lot 1, Block A, VALLEY VISTA, a subdivision of record in Cabinet P, Slide 18, Plat Records of Williamson County, Texas, and said 67.07 acre tract of land, at its intersection with the north right-of-way line of County Road 111, a variable width right-of-way for the northwest corner of that certain called 0.026 acre tract conveyed to Williamson County by Deed of record in Document No. 2018107579, said Official Public Records, same point being the northeast corner of that certain called 3.885 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2018082244, said Official Public Records, for the southeast corner of the herein described tract, from which point a 1/2 inch iron rod found for the southwest corner of said Lot 1, same point being the southeast corner of said 67.07 acre tract of land, bears South 21°15'14" East, with the common line of said 0.026 acre tract, said 67.07 acre tract, said 3.885 acre tract, and said Lot 1, a distance of 21.58 feet;

THENCE, over and across said 67.07 acre tract, with the north line of said 3.885 acre tract, the following three (3) courses and distances:

1. South 80°22'34" West, a distance of 81.16 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set;
2. South 76°52'33" West, a distance of 152.04 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set for the southwest corner of the herein described tract;
3. North 13°07'27" West, a distance of 15.00 feet, to a point for the northwest corner of the herein described tract, from which point a 1/2 inch iron rod with cap stamped "RPLS 5784" found for a corner of said 3.885 acre tract bears North 13°07'27" West, a distance of 35.00 feet;

THENCE, over and across said 67.07 acre tract, departing the north line of said 3.885 acre tract, the following two (2) courses and distances:

1. North 76°52'33" East, a distance of 152.50 feet, to a point;
2. North 80°22'34" East, a distance of 78.53 feet, to a point in said common line of the 67.07 acre tract and Lot 1;

MAS 03/24/2021

STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

Parcel 21 WE – Part 3
3482 Sq.Ft. Easement
John McQueen Survey
Abstract No. 426
Williamson County, Texas

THENCE, South 21°15'14" East, with said common line of the 67.07 acre tract and Lot 1, a distance of 15.31 feet, to the **POINT OF BEGINNING**, and containing 3482 square feet of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

The subject tract is an easement, monuments were not set for corners.

I certify that this description was prepared from a survey made on the ground in October 2016 to October, 2020, under my supervision.

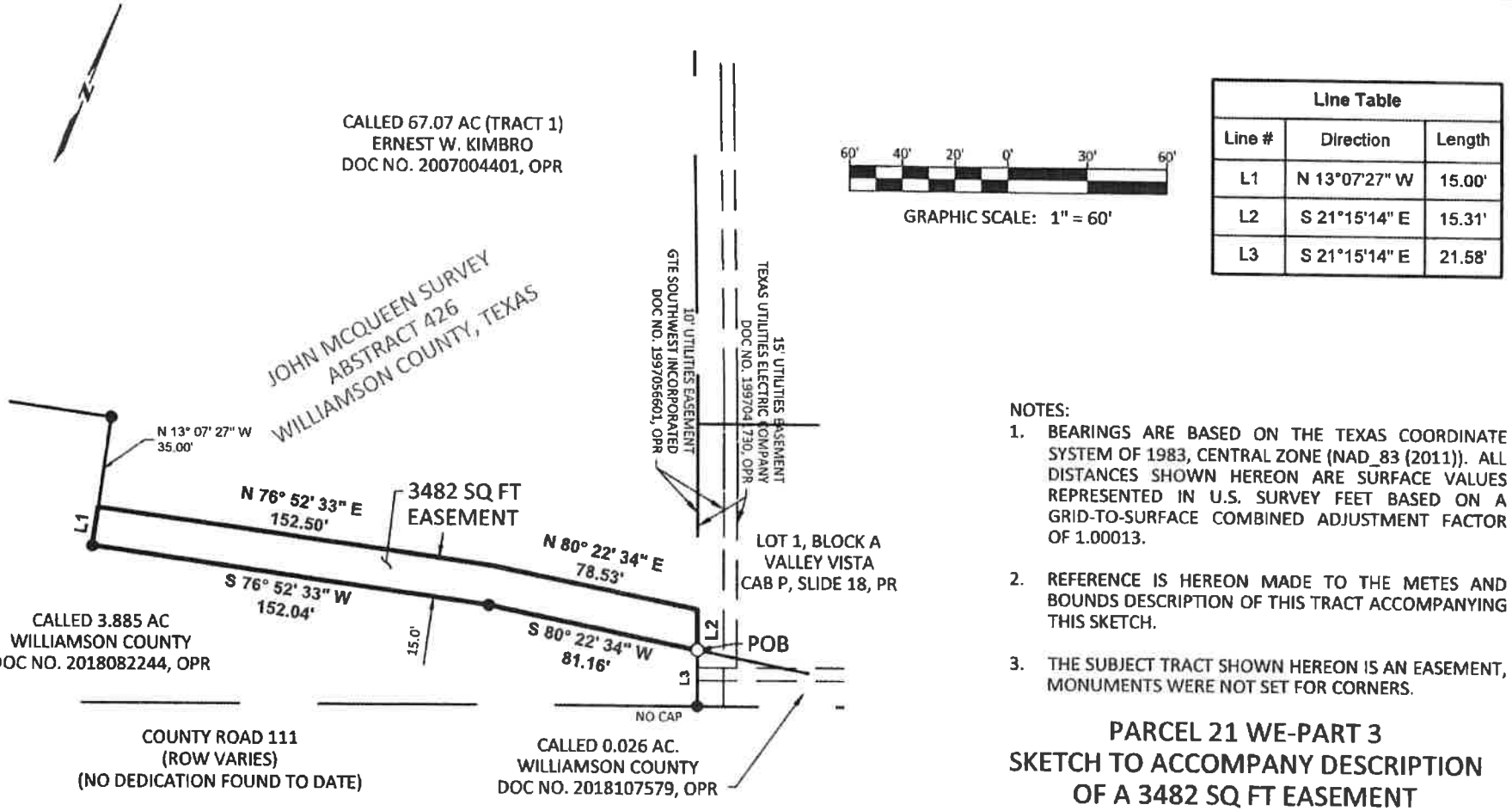
Steger & Bizzell Engineering Inc.

03/24/2021



Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\Descriptions\DESCRIPTION OF ESMT PARCEL 21 WE-PART 3.docx



Line Table		
Line #	Direction	Length
L1	N 13°07'27" W	15.00'
L2	S 21°15'14" E	15.31'
L3	S 21°15'14" E	21.58'

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
3. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

PARCEL 21 WE-PART 3
SKETCH TO ACCOMPANY DESCRIPTION OF A 3482 SQ FT EASEMENT OUT OF CALLED 67.07 AC TRACT CONVEYED TO ERNEST W. KIMBRO DOC. NO. 2007004401, OPR WILLIAMSON COUNTY, TEXAS

LEGEND

●	1/2" IRON ROD FOUND W/ CAP STAMPED "STEGER BIZZELL" (OR AS NOTED)
ROW	RIGHT-OF-WAY
OPR	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
O	IRON ROD WITH CAP STAMPED "RPLS 5784" OR "STEGER BIZZELL" PREVIOUSLY SET

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STEGER BIZZELL

03/24/2021

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No. 100037-00 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>>SURVEYORS

DATE 3-22-2021 JOB NO. 22009

SHEET 1 OF 1

I:\2009\22009 WILCO CR111 Route Study\Survey Data\LAND\WSOU EASEMENTS\22009-ESMT-WSOU-PARCEL 21 WE-P3.dwg

Commissioners Court - Regular Session **36.**

Meeting Date: 03/01/2022

ILA on Sam Bass Rd

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 for Completing Design Services and Construction Related to the Location of City of Round Rock Waterline Improvements along Sam Bass Road with the City of Round Rock. Funding Source: Road Bonds P462.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:56 AM
Form Started By: Charlie Crossfield		Started On: 02/23/2022 02:50 PM
Final Approval Date: 02/24/2022		

INTERLOCAL AGREEMENT
FOR COMPLETING DESIGN SERVICES AND CONSTRUCTION
RELATED TO THE LOCATION OF CITY OF ROUND ROCK WATER LINE IMPROVEMENTS
ALONG SAM BASS ROAD

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT REGARDING THE LOCATION OF WATER SYSTEM IMPROVEMENTS ("**Agreement"**) is entered into between the City of Round Rock, 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, the County is and has been in the process of making road improvements to Sam Bass Road from its intersection with RM 1431 to Wyoming Springs Road (the "County Project"); and

WHEREAS, the proposed County Project includes the widening of the right-of-way on Sam Bass Road; and

WHEREAS, the City desires to facilitate the construction of a new 42" waterline at the location shown on Exhibit "A", attached hereto (the "City Waterline"); and

WHEREAS, in connection with the construction of the roadway improvements, the County and the City desire to locate the City Waterline into new easements abutting Sam Bass Road; and

WHEREAS, the City desires to cooperate with the County to facilitate the simultaneous construction of the roadway improvements and the City Waterline; 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 for the County's location and construction of the City Waterline in conjunction with the construction of the County Project, based on the terms and conditions stated herein.

1.02 Continuation of Service. The County agrees that the City Project shall be undertaken so as to minimize any disruption of water service to existing City customers and will not result in the permanent loss of water service to any such customers.

II.
CONSTRUCTION OF CITY PROJECT

2.01 County Obligations. The County shall construct all physical improvements that constitute the City Project, except as stated herein. The County will jointly bid the City Project and construct it concurrently with the County Project.

2.02 City Obligations. The City shall be responsible for all costs associated with the preliminary and final design related to the City Project. The City shall submit project plans and specifications and a utility permit application to the County for approval prior to bidding and contract award.

2.03 City Payment. The City will pay the County for the full amount of the City Waterline construction using the following payment schedule:

- 30% within 30 days after contract award.
- 30% when construction of the City Waterline is 30% complete as determined by the value of the work completed to date against the contract amount.
- 30% when construction of the City Waterline is 60% complete as determined by the value of the work completed to date against the contract amount.
- Final 10%, including any adjustments for change orders, at substantial completion of the City Waterline.

2.04 Inspection. The City may inspect the relocation of the City Project 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.

2.05 Permits. Except as specifically stated herein, the County shall not be responsible for obtaining permits, if any, required for the construction of the City Project.

2.06 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 City Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the City for the City Project in amounts satisfactory to the City. The County shall transfer any warranties for the City Project to the City upon final completion and acceptance of the project.

2.07 Easements. The City Waterline will be located into private easements acquired by the City at the City's sole expense. The City will coordinate with the County to acquire the easements as expeditiously as possible. If any of the City Project lies within new or existing County

right-of-way, the City shall be solely responsible for repairing, replacing or relocating the waterline, subject to County approval.

2.08 Acceptance of City Project. After the City accepts the City Project, the City will own and maintain the City Project, without need of formal conveyance.

2.09 Change Orders. The County will present all change orders regarding the City Project to the City for approval prior to acceptance by the County.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The

Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 NO LIABILITY OR WARRANTY OF SERVICES. ROUND ROCK AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. ROUND ROCK AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT ROUND ROCK MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY ROUND ROCK, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER ROUND ROCK RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

4.03 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the City's acceptance of the City Project.

4.04 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.

4.05 Default and Remedies. If Round Rock fails to pay for services under this Agreement, and continues such failure for thirty (30) days after the County provides written notice to cure, Round Rock 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, Round Rock may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

4.06 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

4.07 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.08 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 City Project referred to herein.

4.09 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.10 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.

4.11 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:

ROUND ROCK: City of Round Rock
221 East Main, Round Rock, Texas 78664
Attn: City Manager
Telephone: (512) 218-5430
Email: lhadley@roundrocktexas.gov

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
bgravell@wilco.org
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

4.12 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.

4.13 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

4.14 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

4.15 No Joint Venture. This Agreement does not constitute a joint venture or any other kind of partnership between the parties.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

ATTEST:

By: _____
Meagan Spinks, City Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 27th day of January, 2022, by Craig Morgan as Mayor of the City of Round Rock, a Texas home-rule city, on behalf of said city.

_____
Notary Public, State of Texas

MONIQUE ADAMS
NOTARY PUBLIC
STATE OF TEXAS
ID# 126257913
EXPIRES 3-22-2022

WILLIAMSON COUNTY, TEXAS

By:_____
William Gravell, Jr., County Judge

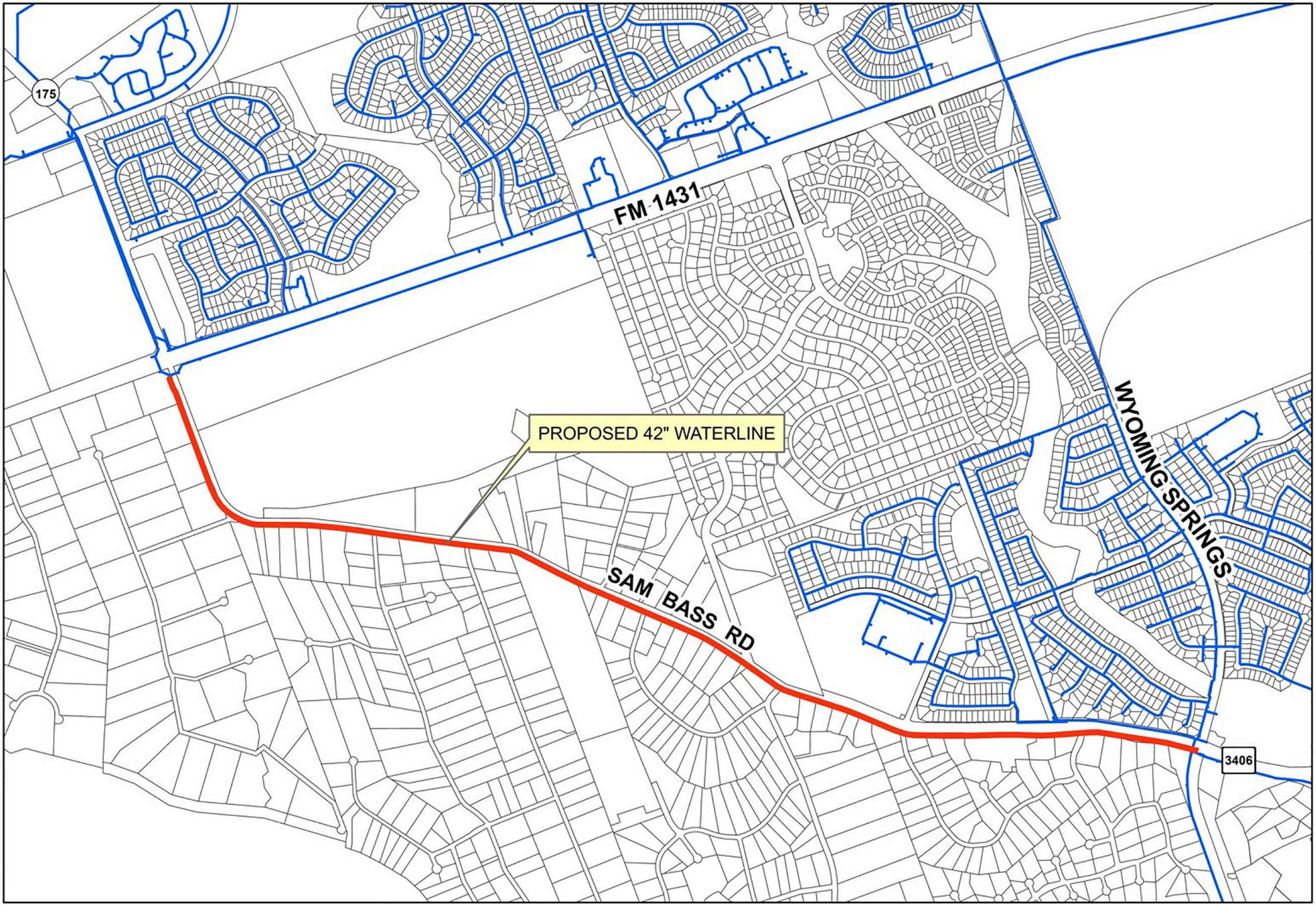
ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas



Document Path: O:\Workspaces_GIS\+Utilities_workspace\MAPS\2020\Council\SamBassRd42inTransmissionMain\SamBassRd42inTransmissionMain\SamBassRd42inTransmissionMain.aprx

Date: 9/1/2020

N

PROPOSED WATERLINE

EXISTING WATERLINES

SAM BASS ROAD
42 INCH TRANSMISSION MAIN

Exhibit "A"

ROUND ROCK TEXAS
UTILITIES AND ENVIRONMENTAL SERVICES

Commissioners Court - Regular Session **37.**

Meeting Date: 03/01/2022

Sam Bass Relocation Claim

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 1 claim for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462
Unit 045- Portillo

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Unit 045 claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:57 AM
Form Started By: Charlie Crossfield		Started On: 02/23/2022 02:52 PM
Final Approval Date: 02/24/2022		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Martin F. Portillo	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #045**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	3. Address Moved To: 116 Tanager Pass, Leander, Tx 78641
4. Occupancy of Property Acquired by Williamson County: From (Date): 2017 To (Date of Move): 10-23-2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 12 Miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule** **Auto**

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.

Martin F. Portillo
Signature Claimant

Date of Claim: 02/14/22 Martin F. Portillo
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

2-21-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Martin Portillo
Tenant Personal Property Relocation Estimate			Unit Number 045
			Comments:
Type of Property		Buehler	
		cost per each	
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: Martin F. Portillo

Unit/Space #: 45

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.

Martin F. Portillo
Signature

Date: 02/14/22

Martin F. Portillo
Signature

Date: 02/14/22

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

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 045

Name Martin Portillo

Phone [redacted]

Email [redacted]

Date	Comments
9-20-2021	Martin Portillo called regarding relocation benefits for his vehicle stored at Sam Bass Storage. I explained project and relocation benefits. I explained the fixed payment of $250.00. He said he needed to move the vehicle to Laredo, I explained that I could only move up to 50 miles. He ask if I could provide him some moving companies. I said I would look and let him know. I also explained I could not recommend any moving company and that had to be his choice.
10-1-2021	I sent Mr. Portillo an email explain his relocation benefits and lists some auto and towing companies. I also explained his relocation benefits. Email attached for reference.
12-10-2021 12-10-2021	Martin Portillo called and said that he had moved his truck. I told him I would prepare the needed form for his signature and sent to him. Verified Move
12-13-2021 02-14-2022 02-21-2022	Prepared claim forms and sent to Mr. Portello for his signature Mr. Portillo returned signed claim documents Prepared and sent claim package to Sheets and Crossfield for approval and payment.

Commissioners Court - Regular Session **38.**

Meeting Date: 03/01/2022

CR 129 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 Chad Cotton for right of way needed on the CR 129 project (Parcel 8). Funding Source: Road Bonds P375.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cotton contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:58 AM
Form Started By: Charlie Crossfield		Started On: 02/23/2022 02:53 PM
Final Approval Date: 02/24/2022		

REAL ESTATE CONTRACT
County Road 129 Right of Way—Parcel 8

THIS REAL ESTATE CONTRACT ("Contract") is made by **CHAD COTTON, a married man** (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 0.3792 acre (16,519 square foot) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, 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 8**);

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 and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of SEVENTEEN THOUSAND THREE HUNDRED FORTY-FIVE and 00/100 Dollars ($17.345.00).

2.01.1. As Additional Compensation for any improvements on the Property, the future reconstruction of a replacement driveway access connection, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of TWELVE THOUSAND FOUR HUNDRED FORTY-FOUR and 00/100 Dollars ($12,444.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

Special Provisions

2.03. No Driveway Replacement. By execution of this Contract the parties specifically acknowledge that a portion of the Additional Compensation is specifically in lieu of Seller being obligated to construct a replacement driveway connection between the proposed CR 129 roadway improvements on the Property, and the remaining property of Seller. Purchaser shall be allowed to remove the existing driveway connection as part of the CR 129 construction project, and Seller agrees to release, indemnify and otherwise hold Purchaser harmless from such removal, and County/Seller shall have no obligation to construct a replacement driveway access connection to the remaining property as part of its roadway project, or at any time thereafter.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before March 31, 2022, 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 and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, 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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after May 30, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed County Road 129 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Chad Cotton

Address: 7501 Howard Cove
Austin, TX 78750

Date: 2/22/22

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

November 19, 2021

PROPERTY DESCRIPTION FOR PARCEL 8

DESCRIPTION OF a 16,519 square foot (0.3792 of one acre) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas, and being a portion of that tract described as 5.00 acres conveyed to Chad Cotton by General Warranty Deed dated June 12, 2020, as recorded in Document No. 2020062193, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 16,519 square foot (0.3792 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found at the southeast corner of said 5.00 acre Cotton tract, being at the northeast corner of that tract described as 5.00 acres conveyed to Daine H. Smith and wife, Cynthia M. Smith by Warranty Deed dated February 28, 1997, as recorded in Document No. 9708851, O.P.R.W.C.T.;

THENCE N 89°23'39" W, along the south line of said 5.00 acre Cotton tract and the north line of said 5.00 acre Smith tract, a distance of 460.59 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of County Road 129 (CR 129), for the **POINT OF BEGINNING**, being 88.00 feet right of Engineer's Baseline Station 30+83.12 and having Surface Coordinates of North=10,152,141.03, East=3,189,307.67;

1) **THENCE, N 89°23'39" W,** continuing along the south line of said 5.00 acre Cotton tract and the north line of said 5.00 acre Smith tract, a distance of **71.70 feet** to a 1/2-inch iron rod found at the southwest corner of said 5.00 acre Cotton tract, being at the northwest corner of said 5.00 acre Smith tract, and being in the exiting east right-of-way line of CR 129 (varying width);

2) **THENCE, N 08°23'45" E,** along the west line of said 5.00 acre Cotton tract and the existing east right-of-way line of CR 129, a distance of **413.43 feet** to a 1/2-inch iron rod with "B&G Surveying" cap found at the northwest corner of said 5.00 acre Cotton tract, being at the southwest corner of that tract described as 8.376 acres (Tract 1) conveyed to Mirna S. Vargas by General Warranty Deed dated May 16, 2019, as recorded in Document No. 2019043584, O.P.R.W.C.T.;

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

PROPERTY DESCRIPTION FOR PARCEL 8

3) **THENCE, S 89°21'13" E,** along the north line of said 5.00 acre Cotton tract and the south line of said 8.376 acre Vargas tract, a distance of **8.96 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 129, being 28.00 feet right of Engineer's Baseline Station 34+88.36, from which a 1/2-inch iron rod found at the northeast corner of said 8.376 acre Vargas tract, bears S 89°21'13" E, a distance of 521.60 feet, and N 08°07'40" E, a distance of 890.88 feet;

4) **THENCE, S 00°19'51" E,** along the proposed east right-of-way line of CR 129, crossing said 5.00 acre Cotton tract, a distance of **409.66 feet** to the **POINT OF BEGINNING** and containing 16,519 square feet (0.3792 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

November 19, 2021

PROPERTY DESCRIPTION FOR PARCEL 8

A parcel plat of even date was prepared in conjunction with this property description.

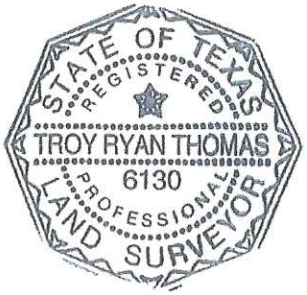
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 19th day of November, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

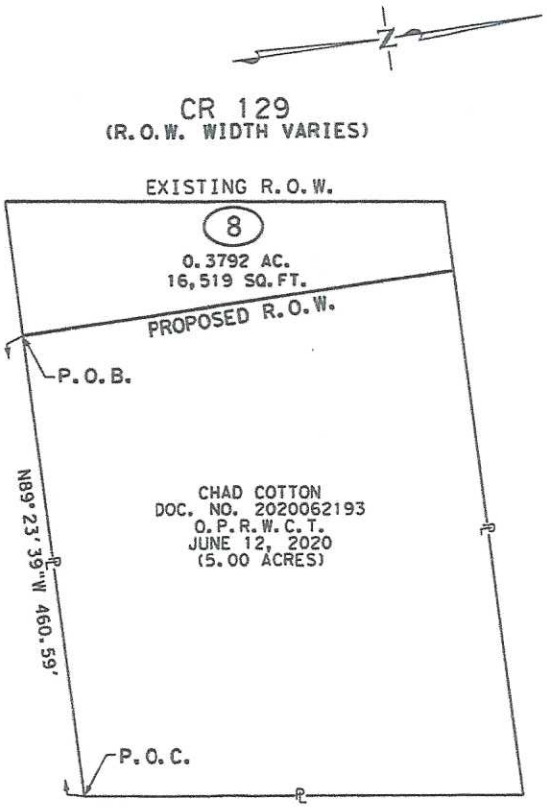


11/19/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 129 Williamson County/Parcel 8

LEGEND

●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
▲	FOUND NAIL (60-D UNLESS NOTED)
○	1/2" IRON ROD W/ "MCGRAY MCGRAY" CAP SET (UNLESS NOTED)
△	CALCULATED POINT, NOT SET
(XXX)	RECORD INFORMATION
—|—	DEED LINE (OWNERSHIP IN COMMON)
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—S—	APPROXIMATE SURVEY LINE
—\/—	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
P.U.E.	PUBLIC UTILITY EASEMENT
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION



DICY HOPKINS SURVEY,
ABSTRACT NO. 300

PROPERTY INSET
NOT TO SCALE

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAN TITLE INSURANCE COMPANY IN JULY 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JUNE 2020 THROUGH NOVEMBER 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN JUNE 2020 AND DECEMBER 2020.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061625 ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 1, 2021, ISSUED DATE JULY 13, 2021.

1. RESTRICTIVE COVENANTS: VOLUME 835, PAGE 36, SUBJECT TO:

10A. EASEMENT TO TEXAS POWER & LIGHT COMPANY IN VOLUME 286, PAGE 422 D.R.W.C.T. (UNABLE TO PLOT)

REVISIONS

RECORD	ACQUISITION	REMAINING RT
5.00 AC. (217,800 SQ.FT.)	0.3792 AC. (16,519 SQ.FT.)	4.62 AC. (201,281 SQ.FT.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

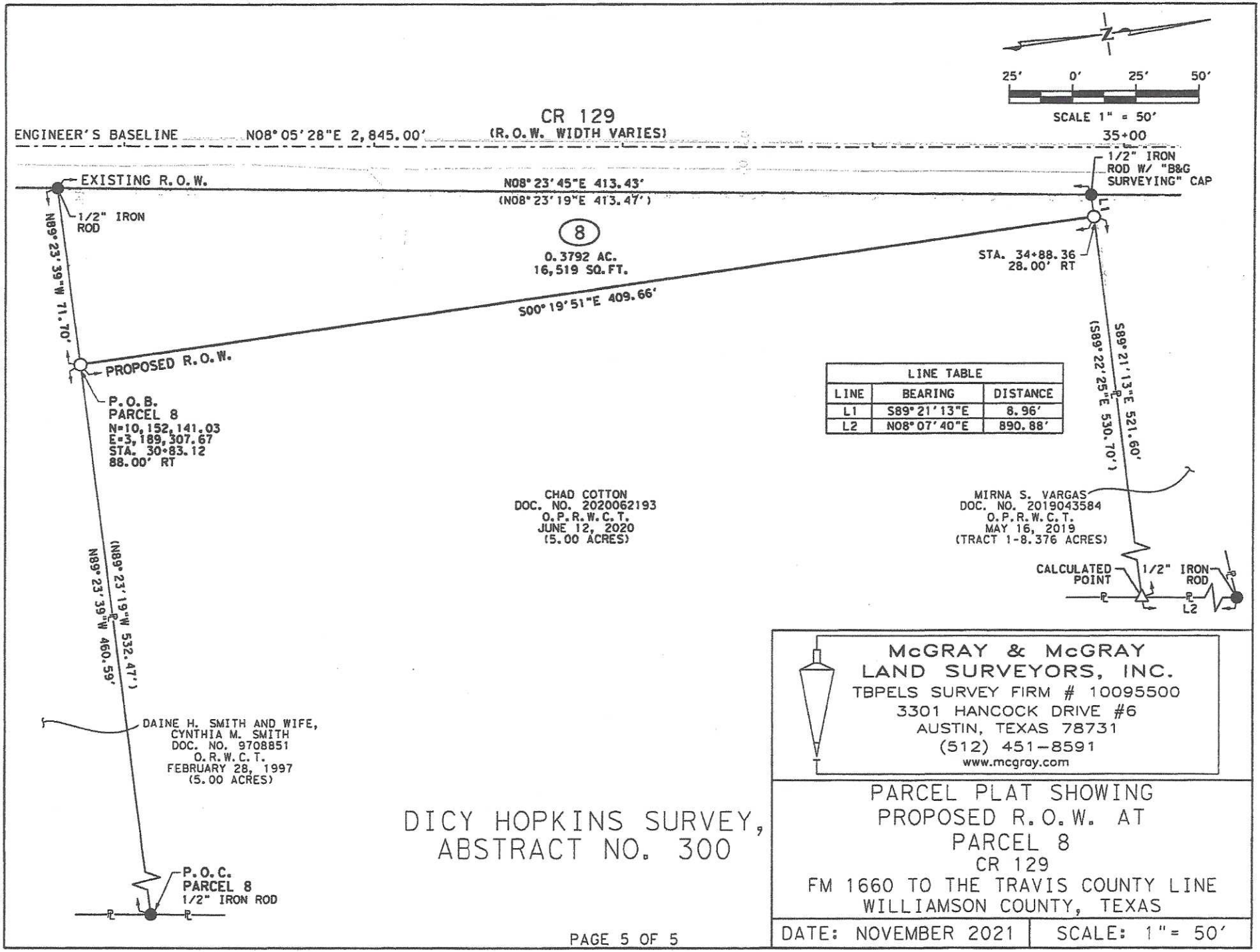
STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

11/19/2021
DATE

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 8 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 | SCALE: N.T.S.



DICY HOPKINS SURVEY,
ABSTRACT NO. 300

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 8

CR 129
FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 | SCALE: 1" = 50'

EXHIBIT "B"

Parcel 8

DEED
County Road 129 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 **CHAD COTTON, a married man,** not joined by my spouse as this property is my sole and separate property and forms no portion of my homestead either owned or occupied, 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 0.3792 acre (16,519 foot) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, 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 11**)

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 129.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature on following page]

GRANTOR:

_____
Chad Cotton, a married man

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Chad Cotton, 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 **39.**

Meeting Date: 03/01/2022

SE Loop Seg3 Relocation Claim

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 claim for actual moving expenses with Bobby Sliva for the cost of relocating his cattle pens out of the acquired right of way needed on the SE Loop Segment 3 (Parcel 64) project. Funding Source: Road Bonds P332.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Relo Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:59 AM
Form Started By: Charlie Crossfield		Started On: 02/23/2022 02:56 PM
Final Approval Date: 02/24/2022		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Bobby Shaw ☒ Personal Property Only	Parcel No: 64	County: Williamson Project: Corridor A1/ SE Loop
2. Address of Property Acquired by Williamson County: West side FM 3349. South of US 79 Taylor, Texas Claimant's Telephone No.:	3. Address Moved To: 1408 CR 373	
4. Occupancy of Property Acquired by Williamson County: From (Date): 2018 To (Date of Move): 1-22-22 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 3 Miles 7. Mover's Name and Address: Castillo Construction Round Rock 512-848-0471	

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	01	26	2021
b. Date Property Acquired	10	12	2021
c. Date Required to Move	11	29	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	$1,600.00
Total Amount	**$1,600.00**

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.

Bobby Shaw 2/5/22
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 $ 1,600.00

2-11-2022
Date

Relocation Agent

Date

Williamson County Judge

CASTILLO Const.
000 BMARVE
Round Rock TX 78681

518451

stomer's order no. | phone | date

me BOBBY SLiVA

dress

y, state, zip

ld by | cash ☐ charge ☐ check ☐ c.o.d. ☐ on acct. ☐ #_____ | shipping information

tity	description	price	amount
	Move CATTle PENS		1600-
	Pd CASH		
	Verified Paid with Joe 2-22-2022 Danny Jackson ROWTX		

ed by

ams• keep this slip for reference DC5808UV/10-13

Castillo Cruit
1000 Emmett Rowe Rd Ft 78681
512-848-0471

418575

customer's order no.	phone	date
Bobby Rivera		

name

address Bldg Andy

city, state, zip

sold by

cash ☐ charge ☐ check ☐
c.o.d. ☐ on acct. ☐ #____

shipping information

antity	description	price	amount
	Move attic pen		160 00
	Auto		160 00
	C.O.D.		

ved by

dams®

keep this slip for reference

DC5808UV/10-13

CERTIFICATION OF ELIGIBILITY

Project Corridor A-1 SE Loop
Parcel: 64

Name: Bobby Silva

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Signature Date: 2/8/22

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

Meeting Date: 03/01/2022
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
g) Discuss the sale of 106 Dana Drive, Hutto, Texas
h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

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	02/24/2022 09:00 AM
Form Started By: Charlie Crossfield		Started On: 02/23/2022 03:01 PM
Final Approval Date: 02/24/2022		

Commissioners Court - Regular Session **41.**

Meeting Date: 03/01/2022

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:
Business prospect(s) that may locate or expand within Williamson County.

a) Project Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

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