NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
March 8, 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 – 24)

3. Discuss, consider, and take appropriate action on a line item transfer for the Commissioners Court Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	NonDept/Contingencies	$1,200.00
To	0100-0401-003901	CommCt/Publications	$1,200.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > $5,000	$10,000.00
To	0100-0540-003311	Uniforms	$10,000.00

5. Discuss, consider and take appropriate action on a line-item transfer for the Fire Marshal Special Operations Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-003110	Other Supplies	$5,000.00
To	0100-0542-003001	Small Equipment & Tools	$5,000.00

6. Discuss, consider, and take appropriate action on a line item transfer for the Corrections Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.005700	Vehicles > $5,000	$8,345.73
From	0100.0570.005003	Equipment > $5000	$2,694.98
To	0100.0570.003200	Medical Supplies	$11,040.71

7. Discuss, consider and take appropriate action on reversing a budget amendment for Non-Departmental in the General Fund, approved on 12/21/2021 (Item 59).

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.004998	Contingencies	-$1,637,260

8. 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

9. Discuss, consider, and take appropriate actions on amending the salary agreement with Texas A&M AgriLife Extension Service to provide the mid-year 3% COLA increase.

10. 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 01.0100.0576.004510 rather than the incorrect number of 01.0100.0576.004501 that was set forth in said item.

11. Discuss, consider and take appropriate action to correct a typographical error in the wording for Item No. 21 of the Williamson County Commissioners Court March 1, 2022 session so that the minutes properly reflect the wording should be "acknowledge additional expenditures" rather than "acknowledge additional revenues" that was set forth in said item.

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

13. Discuss, consider and take appropriate action on approving the Constable Precinct 4 Office racial profiling and comparative analysis report of motor vehicle stops for the 2021 calendar year as required by the Texas Code of Criminal Procedure.

14. Discuss, consider, and take appropriate action on approving the purchase of staff uniforms from GT Distributors, Inc. for the EMS Department in the not-to-exceed amount of $56,400.00, pursuant to BuyBoard Contract #603-20.

15. Discuss, consider and take appropriate action on approving the purchase of new chemical identifying equipment and training from FarrWest Environmental Supply, Inc. in the amount of $73,625.15, per the terms of Buyboard contract #603-20.

16. Discuss, consider, and take appropriate action regarding Change Order No. 1 from Knight Security Systems, Inc. in the amount of $954.87 for Job #21513-1-0 at the Williamson County Inner Loop Annex Elections Department, originally approved on 01.11.2022 under agenda item #21, pursuant to DIR-CPO 4494 contract, and authorizing the execution of the Change Order.

17. Discuss, consider, and take appropriate action on approving the purchase of additional Laserfiche licenses from MCCi for Rio Records Management for a total of $11,286.00, pursuant to BuyBoard Co-op contract #625-20, and authorizing the execution of the expansion agreement.

18. Discuss, consider and take appropriate action on approving the agreement between Brycomm, LLC and Williamson County for Countywide Outside Plant (OSP) Fiber Optic Annual Maintenance in the amount of $21,500.00, pursuant to DIR contract #DIR-CPO-4777, and authorizing execution of the agreement.

19. Discuss, consider and take appropriate action on accepting a donation of materials from the National Neighborhood Watch Institute in support of the Williamson County Sheriff's Office Neighborhood Watch Program (pursuant to Tex. Loc. Gov't Code 81.032).

20. Discuss, consider and take appropriate action on space needs and allocation for 508 Holly St., Bldg. 2, Georgetown, to allow for the I.T. Department Warehouse Operations to use the building as necessary for overflow storage.

21. Discuss, consider and take appropriate action on authorizing the extension of Contract T3086 Portland Cement, renewal option period 1, covering the term of March 9, 2022 – March 8, 2023, with the same terms and conditions with the exception of fee increases (detailed in the attached spreadsheet) and no longer using the Spreader Services. Per vendor, product I/II will be phased out and has been replaced with Portland Cement IL.

22. Discuss, consider and take appropriate action on approval of the final plat for the Walnut Tree subdivision – Precinct 4.

23. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1, Section 10 subdivision – Precinct 2.

24. Discuss, consider and take appropriate action on approval of the preliminary plat for the Saddleback at Santa Rita Ranch Phase 2 subdivision – Precinct 2.

REGULAR AGENDA

25. Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Otis T. Clark) who passed away in Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

26. Discuss and take appropriate action on proclaiming the month of March 2022 as Purchasing Month and recognizing the Purchasing Department as a recipient of the 2021 Achievement of Excellence in Public Procurement Award by the National Procurement Institute (NPI).

27. Recognition of the outstanding work that Team Rubicon performed during a fire mitigation project at Twin Springs Preserves in collaboration with the Parks Department and the Office of Emergency Management.

28. Discuss, consider and take appropriate action on a Proclamation to recognize Meals on Wheels of Williamson & Burnet Counties celebrating a special March for Meals honoring the 50th anniversary of the Older Americans Act Nutrition Program.

29. Hear presentation from HR on the 7th Edition of the Employee Analytics Guide.

30. Discuss, consider, and take appropriate action on reorganizing the Risk Department.

31. Discuss, consider and take appropriate action on approving a 2022 Capital Improvement Program Budget transfer to move $192,000 from P576 (2022 CIP Non-Departmental) to P565 (CTTC Winter Storm).

32. Discuss, consider and take appropriate action ratifying and approving an Amendment No. 1 to the Authorized Use Agreement between Williamson County and North Center Productions, Inc. for the use of Williamson County properties for filming and production of the HBO Max limited series titled Love & Death, and to authorize paid overtime to facilities personnel for after-work hours with such overtime to be reimbursed by North Center Productions, Inc.

33. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Broker of Record for Risk Coverage, under RFP #22RFP79.

34. Discuss, consider and take appropriate action on four Lease Agreements between the Williamson County and Cities Health District (WCCHD) and Williamson County, Texas relating to the establishment, maintenance, operation and use by the District of the County's facilities located at 355 Texas Ave, Round Rock, TX; 115 W 6th St. Taylor, TX; 100 W. 3rd St. Georgetown, TX; and 350 Discovery Blvd #102 Cedar Park, TX.

35. Discuss, consider and take appropriate action on approval and signature authorization of an Interlocal Cooperation Contract between Williamson County and Texas Parks and Wildlife Department regarding the proposed amendments to the Regional Habitat Conservation Plan.

36. Discuss, consider, and take appropriate action on approving the quote and purchase agreement from Butterfly Network for the purchase of Butterfly iQ+ ultrasound devices for use by Williamson County EMS.

37. Discuss, consider and take appropriate action to approve (3) K-9 inserts for replacement Tahoes in the 2022-2023 budget year.

38. Discuss, consider and take appropriate action on approving a Long Term Planning Budget Transfer per Mike Weaver, Road Bond Manager, to move $550,000 from P461 (Corridor F; US 183) to P385 (Ronald Reagan Corridor Segment A).

39. Discuss, consider and take appropriate action on awarding IFB # 22IFB60 Tradesman's Industrial and Business Park Milling and Overlay Project to Texas Materials Group, Inc. in the not-to-exceed amount of $1,025,782.63, and authorizing the execution of the agreement.

40. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Ronald Reagan Corridor Segment A project contract between Williamson County and LJA Engineering, Inc. relating to the LTP Corridor Program. Project: P385. Fund Source: Corridor.

41. Discuss, consider and take appropriate action authorizing the County Judge to execute a Roadway Closure Order to vacate, abandon and close a portion of CR 305.

42. Discuss, consider and take appropriate action accepting a drainage easement from 600 Westinghouse Investments LLC for the CR 111 project (Parcel 50DE). Funding Source: Road Bonds P292.

43. Discuss, consider and take appropriate action on a settlement and mediation Rule 11 agreement with Donna Wicker, Brian Gawarecki and Adam Gawarecki for right of way needed on the CR 111 project (Parcels 5 & 6). Funding Source: Road Bonds P292.

44. Discuss, consider and take appropriate action on a real estate contract with Daine H. Smith and Cynthia M. Smith for right of way and temporary construction easement needed on the CR 129 project (Parcel 7). Funding Source: Road Bonds P375.

45. Discuss, consider and take appropriate action on a TXDOT Resolution for an AFA Amendment #1 for the CR 366 Project, Road Bond Project, P296.

46. Discuss, consider and take appropriate action on an Advance Funding Agreement Amendment (AFA) #1 with TXDOT to add construction to the AFA for the CR 366, Road Bond Project P296.

47. Discuss, consider and take appropriate action on a real estate contract with The Marilyn Elaine Adams Morgan Revocable Trust dated July 11, 2012, for right of way and a temporary construction easement needed on CR 129 (Parcel 1). Funding Source: Road Bonds P375.

48. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.077 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (Scott Lee Ira Helms/ Parcel 48). Funding Source: Road Bonds P346.

49. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.923 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (Christina A. Helms/ Parcel 4). Funding Source: Road Bonds P346.

50. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.285 acres and 16.010 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (J. Patrick Harlow and Lisa M. Harlow/Parcels 2 & 47). Funding Source: Road Bonds P346.

51. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.802 acres) required for the construction of CR 401, and take appropriate action. (Norma R. White; Aaron Keith White and Lance Alan White/ Parcel 3). Funding Source: Road Bonds P390.

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)."

52. 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.

53. 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

54. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

A. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. 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.

B. Litigation:

1. 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
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al.; In the District Court of Williamson County, Texas
3. Civil Action No. 1:20-cv-00842; SonWest Co. v. J. Terron Evertson, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. 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.
5. 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
6. 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
7. 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
8. 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
9. 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
10. Civil Action No. 1:21-cv-00481-LY; 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
11. 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
12. 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
13. Civil Action 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
14. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas

C. EEOC/TWC matters:

1. EEOC Charge #451-2021-00812 – S.H.
2. EEOC Charge #451-2021-00920 – K.B.
3. EEOC Charge #451-2021-01357 – J.G.

4. EEOC Charge #451-2021-01145 – G.H.
5. EEOC Charge #451-2021-01742 – J.R.

D. Claims:

1. Demand of Stanard & Associates, Inc.

E. Other:

1. 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.
2. Legal matters pertaining to the Emergency Communications Department.
3. Legal matters pertaining to the GardaWorld contract.

55. Discussions regarding an Automatic License Plate Reader Program for the Williamson County Sheriff's Office (Executive Session as per Tex. Govt. Code §551.076 and §551.089 - Deliberation Regarding Security Devices).

56. 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).

57. 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).

58. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of the Director of Veterans Services (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

59. Discuss and take appropriate action concerning economic development.

60. Discuss and take appropriate action concerning real estate.

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

A. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. 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.

B. Litigation:

1. 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
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al.; In the District Court of Williamson County, Texas
3. Civil Action No. 1:20-cv-00842; SonWest Co. v. J. Terron Evertson, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division

4. 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.
5. 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
6. 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
7. 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
8. 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
9. 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
10. Civil Action No. 1:21-cv-00481-LY; 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
11. 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
12. 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
13. Civil Action 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
14. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas

C. EEOC/TWC matters:
1. EEOC Charge #451-2021-00812 – S.H.
2. EEOC Charge #451-2021-00920 – K.B.
3. EEOC Charge #451-2021-01357 – J.G.
4. EEOC Charge #451-2021-01145 – G.H.
5. EEOC Charge #451-2021-01742 – J.R.

D. Claims:
1. Demand of Stanard & Associates, Inc.

E. Other:
1. 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.
2. Legal matters pertaining to the Emergency Communications Department.
3. Legal matters pertaining to the GardaWorld contract.

62. 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.

63. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of the Director of Veterans Services.

64. Comments from Commissioners.

65. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers

should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

_____
Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 4th day of March 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: 03/08/2022

Line Item Transfer

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Commissioners Court Department.

Background

The line item transfer will cover payment for a legal publication/newsletter used by the attorneys reporting directly to the Commissioners Court. This funding request was inadvertently left out of the budget for FY22.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	NonDept/Contingencies	$1,200.00
To	0100-0401-003901	CommCt/Publications	$1,200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget Office	Ashlie Holladay	03/03/2022 08:38 AM
County Judge Exec Asst. (Originator)	Becky Pruitt	03/03/2022 09:03 AM
Budget Office	Ashlie Holladay	03/03/2022 09:12 AM
Form Started By: Andrea Schiele		Started On: 03/02/2022 06:42 PM
Final Approval Date: 03/03/2022		

Commissioners Court - Regular Session **4.**

Meeting Date: 03/08/2022

Uniform LIT

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Line item transfer of funds to cover uniform cost for new employees.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > $5,000	$10,000.00
To	0100-0540-003311	Uniforms	$10,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/25/2022 01:40 PM
Budget Office	Ashlie Holladay	02/25/2022 01:56 PM
Form Started By: Michael Knipstein		Started On: 02/25/2022 12:49 PM
Final Approval Date: 02/25/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 03/08/2022

FMSO Line Item Transfer for Hazmat Response Equipment

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line-item transfer for the Fire Marshal Special Operations Department.

Background

Line-item transfer to provide funds for the purchase of a chlorine cylinder emergency leak kit (Kit-A) and a hydrocarbon transfer pump for roadway emergency incidents.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-003110	Other Supplies	$5,000.00
To	0100-0542-003001	Small Equipment & Tools	$5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/02/2022 10:00 AM
Budget Office	Ashlie Holladay	03/02/2022 10:04 AM
Form Started By: Hank Jones		Started On: 03/01/2022 03:18 PM
Final Approval Date: 03/02/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 03/08/2022

Line Item Transfer - Corrections

Submitted For: Mike Gleason **Submitted By:** Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Corrections Department.

Background

This transfer is being requested to re-stock needed medical supplies such as dietary supplements, undergarments, and over the counter items.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.005700	Vehicles > $5,000	$8,345.73
From	0100.0570.005003	Equipment > $5000	$2,694.98
To	0100.0570.003200	Medical Supplies	$11,040.71

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/02/2022 10:02 AM
Budget Office	Ashlie Holladay	03/02/2022 10:05 AM
Form Started By: Peggy Braun		Started On: 03/02/2022 09:37 AM
Final Approval Date: 03/02/2022		

Commissioners Court - Regular Session **7.**

Meeting Date: 03/08/2022

Budget Amendment General Fund Non-Departmental

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reversing a budget amendment for Non-Departmental in the General Fund, approved on 12/21/2021 (Item 59).

Background

During our outside audit, it was determined that this was a prior year expense. The expense has been booked to FY21.Thus, these funds are not needed in FY22.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.004998	Contingencies	-$1,637,260

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:18 AM
Form Started By: Tomika Lynce		Started On: 03/03/2022 10:09 AM
Final Approval Date: 03/03/2022		

Commissioners Court - Regular Session **8.**

Meeting Date: 03/08/2022

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 the Texas AgriLife Office as approved by the Commissioners 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	02/25/2022 01:39 PM
Form Started By: Ashlie Holladay		Started On: 02/25/2022 09:31 AM
Final Approval Date: 02/25/2022		

Commissioners Court - Regular Session **9.**

Meeting Date: 03/08/2022

AgriLife Extension Salary Agreement Addendum

Submitted By: Katherine Whitney, Extension Service

Department: Extension Service

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate actions on amending the salary agreement with Texas A&M AgriLife Extension Service to provide the mid-year 3% COLA increase.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Amendment AgriLife

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/02/2022 11:45 AM
Form Started By: Katherine Whitney		Started On: 02/24/2022 12:56 PM
Final Approval Date: 03/02/2022		

DocuSign Envelope ID: 5FF090B0-6823-4F9A-83CD-0C4417F8BEA5

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

FIRST COUNTY ADDENDUM FOR TEXAS AGRILIFE EXTENSION SERVICE SALARY CONTRIBUTION AGREEMENT

(Additional 3% COLA)

THIS FIRST ADDENDUM TO SALARY CONTRIBUTION AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Texas A&M Agrilife Extension Service of the Texas A&M University System** (hereinafter "Agency"). The County agrees to further fund the Agreement pursuant to the following additional terms, conditions, and restrictions:

I.

Article IV, Subsection A ("Annual Salary Contribution") is further amended as follows:

A. Annual Salary Contribution

The County, the State of Texas and other entities co-fund five extension agent positions in Williamson County. The County's contribution towards funding these positions shall be $132,505.33 (which consist of a $121,272.58 contribution towards the Agency's extension agents' salaries plus $11,232.75 of county merit/COLA increases approved by the Williamson County Commissioners Court for a total of $132,505.33) plus employer FICA at the rate of 7.65%, unemployment compensation insurance (UCI), and worker's compensation insurance (WCI) for the term of this Agreement.

II.

In all other respects, the Interlocal Agreement is reaffirmed.

DocuSign Envelope ID: 5FF090B0-6823-4F9A-83CD-0C4417F8BEA5

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

WILLIAMSON COUNTY:

_____
Authorized Signature
Date: _____, 2022

TEXAS A&M AGRILIFE EXTENSION SERVICE

DocuSigned by:
Donna Alexander
72FC25C2A549419...
_____
Authorized Signature
Date: February 28, 2022

By: Donna Alexander
Title: Assistant Director, Agency & CFO

Reviewed AgriLife Contract Office

LF 9763/22

Commissioners Court - Regular Session **10.**

Meeting Date: 03/08/2022

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 01.0100.0576.004510 rather than the incorrect number of 01.0100.0576.004501 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	03/01/2022 10:30 AM
Form Started By: Pam Navarrette		Started On: 03/01/2022 09:39 AM
Final Approval Date: 03/01/2022		

Commissioners Court - Regular Session **11.**

Meeting Date: 03/08/2022

Rescind #21 3.1.22 Agenda

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to correct a typographical error in the wording for Item No. 21 of the Williamson County Commissioners Court March 1, 2022 session so that the minutes properly reflect the wording should be "acknowledge additional expenditures" rather than "acknowledge additional revenues" 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	03/02/2022 09:57 AM
Form Started By: Melanie Denny		Started On: 03/01/2022 11:23 AM
Final Approval Date: 03/02/2022		

Commissioners Court - Regular Session **12.**

Meeting Date: 03/08/2022

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	03/02/2022 11:48 AM
County Judge Exec Asst.	Becky Pruitt	03/02/2022 02:48 PM
Form Started By: Kayla Marek		Started On: 03/02/2022 11:18 AM
Final Approval Date: 03/02/2022		

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
Purchasing	Contracts Specialist.1701.001100.	15536	$53,957.34	$1,000.00	1.85	$54,957.34	-	MERIT	18-Mar-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0494	001100	1000	
01	0100	0494	001130		1000

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
0540 EMS	0857	15841	$42,370.29	$42,370.29	$51,041.28	$46,641.65	$4,399.63	N/A	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCN 0857 to PCN 0799	3/10/2022
0540 EMS	0799	Vacant	N/A	N/A	$50,628.52	$55,028.15	N/A	$4,399.63	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCN 0857 to PCN 0799	3/10/2022

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **13.**

Meeting Date: 03/08/2022

Constable Pct. 4 Office 2021 Racial Profiling and Comparative Analysis Report

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Constable Precinct 4 Office racial profiling and comparative analysis report of motor vehicle stops for the 2021 calendar year as required by the Texas Code of Criminal Procedure.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2021 Pct 4 RP Comparative Analysis Report

2021 Pct 4 RP TCOLE Submitted Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/02/2022 09:57 AM
Form Started By: Brian Olson		Started On: 03/01/2022 11:40 AM
Final Approval Date: 03/02/2022		

WILLIAMSON COUNTY CONSTABLE PCT 4
2021 RACIAL PROFILING COMPARATIVE ANALYSIS REPORT

01. Total Traffic Stops 2373

02. Location of Stop

a.	City Street	139	5.86%
b.	US Highway	1611	67.89%
c.	State Highway	38	1.60%
d.	County Road	583	24.57%
e.	Private Property or Other	2	0.08%

03. Was Race known prior to Stop

a.	No	2349	98.99%
b.	Yes	24	1.01%

04. Race or Ethnicity

a.	Alaska / Native American Indian	3	0.13%
b.	Asian / Pacific Islander	45	1.90%
c.	Black	360	15.17%
d.	White	1877	79.10%
e.	Hispanic / Latino	88	3.71%

05. Gender:

a.	Female	946	39.87%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		24	2.54%
	3. Black		136	14.38%
	4. White		759	80.23%
	5. Hispanic / Latino		27	2.85%
b.	Male	1427	60.13%	
	1. Alaska / Native American Indian		3	0.21%
	2. Asian / Pacific Islander		21	1.47%
	3. Black		224	15.70%
	4. White		1118	78.35%
	5. Hispanic / Latino		61	4.27%

06. Reason for Stop:

a.	Violation of Law	1	0.04%
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		0	0.00%
	4. White		0	0.00%
	5. Hispanic / Latino		1	100.00%
b.	Pre-Existing Knowledge	2092	88.16%	
	1. Alaska / Native American Indian		1	0.05%
	2. Asian / Pacific Islander		36	1.72%
	3. Black		327	15.63%
	4. White		1669	79.78%
	5. Hispanic / Latino		59	2.82%
c.	Moving Traffic Violation	254	10.70%	
	1. Alaska / Native American/ Indian		2	0.79%
	2. Asian / Pacific Islander		9	3.54%
	3. Black		29	11.42%
	4. White		189	74.41%
	5. Hispanic / Latino		25	9.84%
d.	Vehicle Traffic Violation	26	1.10%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		4	15.38%
	4. White		19	73.08%
	5. Hispanic / Latino		3	11.54%

07. Was a Search Conducted

a.	No	2370	99.87%	
	1. Alaska / Native American Indian		3	0.13%
	2. Asian / Pacific Islander		45	1.90%
	3. Black		360	15.19%
	4. White		1875	79.11%
	5. Hispanic / Latino		87	3.67%
b.	Yes	3	0.13%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		0	0.00%
	4. White		2	66.67%
	5. Hispanic / Latino		1	33.33%

08. Reason for Search

a.	Consent	0	0.00%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	0	0.00%
	4. White	0	0.00%
	5. Hispanic / Latino	0	0.00%
b.	Contraband in Plain View	0	0.00%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	0	0.00%
	4. White	0	0.00%
	5. Hispanic / Latino	0	0.00%
c.	Probable Cause	1	0.04%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	0	0.00%
	4. White	1	100.00%
	5. Hispanic / Latino	0	0.00%
d.	Inventory	0	0.00%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	0	0.00%
	4. White	0	0.00%
	5. Hispanic / Latino	0	0.00%
e.	Incident to Arrest	2	0.08%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	0	0.00%
	4. White	1	50.00%
	5. Hispanic / Latino	1	50.00%

09. Was Contraband Discovered

a. Yes	1	0.04%	
1. Alaska / Native American Indian		0	0.00%
Finding resulted in arrest - Yes	0		
Finding resulted in arrest - No	0		
2. Asian / Pacific Islander		0	0.00%
Finding resulted in arrest - Yes	0		
Finding resulted in arrest - No	0		
3. Black		0	0.00%
Finding resulted in arrest - Yes	0		
Finding resulted in arrest - No	0		
4. White		1	100.00%
Finding resulted in arrest - Yes	0		
Finding resulted in arrest - No	1		
5. Hispanic / Latino		0	0.00%
Finding resulted in arrest - Yes	0		
Finding resulted in arrest - No	0		
b. No	2	0.08%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		1	50.00%
5. Hispanic / Latino		1	50.00%

10. Description of Contraband

a.	Drugs	1	0.04%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	0	0.00%
	4. White	1	100.00%
	5. Hispanic / Latino	0	0.00%
b.	Currency	0	0.00%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	0	0.00%
	4. White	0	0.00%
	5. Hispanic / Latino	0	0.00%
c.	Weapons	0	0.00%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	0	0.00%
	4. White	0	0.00%
	5. Hispanic / Latino	0	0.00%
d.	Alcohol	0	0.00%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	0	0.00%
	4. White	0	0.00%
	5. Hispanic / Latino	0	0.00%
e.	Stolen Property	0	0.00%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	0	0.00%
	4. White	0	0.00%
	5. Hispanic / Latino	0	0.00%
f.	Other	0	0.00%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	0	0.00%
	4. White	0	0.00%
	5. Hispanic / Latino	0	0.00%

11. Result of Stop

a.	Verbal Warning	89	3.75%
	1. Alaska / Native American Indian		1	1.12%
	2. Asian / Pacific Islander		2	2.25%
	3. Black		16	17.98%
	4. White		64	71.91%
	5. Hispanic / Latino		6	6.74%
b.	Written Warning	2086	87.91%	
	1. Alaska / Native American Indian		2	0.10%
	2. Asian / Pacific Islander		40	1.92%
	3. Black		320	15.34%
	4. White		1655	79.34%
	5. Hispanic / Latino		69	3.31%
c.	Citation	189	7.96%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		3	1.59%
	3. Black		23	12.17%
	4. White		152	80.42%
	5. Hispanic / Latino		11	5.82%
d.	Written Warning and Arrest	4	0.17%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		1	25.00%
	4. White		1	25.00%
	5. Hispanic / Latino		2	50.00%
e.	Citation and Arrest	3	0.13%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		0	0.00%
	4. White		3	100.00%
	5. Hispanic / Latino		0	0.00%
f.	Arrest	2	0.08%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		0	0.00%
	4. White		2	100.00%
	5. Hispanic / Latino		0	0.00%

12. Arrest Based On

a.	Violation of Penal Code	0	0.00%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	0	0.00%
	4. White	0	0.00%
	5. Hispanic / Latino	0	0.00%
b.	Violation of Traffic Law	0	0.00%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	0	0.00%
	4. White	0	0.00%
	5. Hispanic / Latino	0	0.00%
c.	Violation of City Ordinance	0	0.00%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	0	0.00%
	4. White	0	0.00%
	5. Hispanic / Latino	0	0.00%
d.	Outstanding Warrant	9	0.38%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	1	11.11%
	4. White	6	66.67%
	5. Hispanic / Latino	2	22.22%

13. Was Physical Force Used

a.	No	2373	100.00%
	1. Alaska / Native American Indian	3	0.13%
	2. Asian / Pacific Islander	45	1.90%
	3. Black	360	15.17%
	4. White	1877	79.10%
	5. Hispanic / Latino	88	3.71%
b.	Yes	0	0.00%
	1. Alaska / Native American Indian	0	0.00%
	2. Asian / Pacific Islander	0	0.00%
	3. Black	0	0.00%
	4. White	0	0.00%
	5. Hispanic / Latino	0	0.00%
13 b1.	Yes: Physical force resulting in bodily injury to suspect	0	0.00%
13 b2.	Yes: Physical force resulting in bodily injury to officer	0	0.00%
13 b3.	Yes: Physical force resulting in bodily injury to both	0	0.00%

14. Total number of racial profiling complaints received 0

Note: An increase in the number of total stops and reason for stops (Pre-existing knowledge) over previous years, are largely due to a selective traffic enforcement agreement with CTRMA (Central Texas Regional Mobility Authority) enforcing tollway habitual violater laws as authorized by the Texas Transportation Code.

Report compiled on February 1, 2022

Racial Profiling Report | Full

Agency Name: WILLIAMSON CO. CONST. PCT. 4
Reporting Date: 02/17/2022
TCOLE Agency Number: 491104

Chief Administrator: PAUL L. LEAL

Agency Contact Information:
Phone: (512) 352-4181
Email: paul.leal@wilco.org

Mailing Address:
412 VANCE ST STE 3
TAYLOR, TX 76574-3507

This Agency filed a full report

WILLIAMSON CO. CONST. PCT. 4 has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the WILLIAMSON CO. CONST. PCT. 4 from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the WILLIAMSON CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the WILLIAMSON CO. CONST. PCT. 4 has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the WILLIAMSON CO. CONST. PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the WILLIAMSON CO. CONST. PCT. 4 policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
a. the race or ethnicity of the individual detained;
b. whether a search was conducted and, if so, whether the individual detained consented to the search;
c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
d. whether the peace officer used physical force that resulted in bodily injury during the stop;
e. the location of the stop;
f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
a. the Commission on Law Enforcement; and
b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WILLIAMSON CO. CONST. PCT. 4 has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Brian Olson
Chief Deputy

Date: 02/17/2022

Total stops: 2373

Street address or approximate location of the stop	
City street	139
US highway	1611
County road	583
State highway	38
Private property or other	2
Was race or ethnicity known prior to stop?	
Yes	24
No	2349
Race / Ethnicity	
Alaska Native / American Indian	3
Asian / Pacific Islander	45
Black	360
White	1877
Hispanic / Latino	88
Gender	
Female	**946**
Alaska Native / American Indian	0
Asian / Pacific Islander	24
Black	136
White	759
Hispanic / Latino	27
Male	**1427**
Alaska Native / American Indian	3
Asian / Pacific Islander	21
Black	224
White	1118
Hispanic / Latino	61
Reason for stop?	
Violation of law	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	1
Preexisting knowledge	**2092**
Alaska Native / American Indian	1
Asian / Pacific Islander	36
Black	327
White	1669
Hispanic / Latino	59
Moving traffic violation	**254**
Alaska Native / American Indian	2
Asian / Pacific Islander	9
Black	29
White	189
Hispanic / Latino	25
Vehicle traffic violation	**26**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	19
Hispanic / Latino	3

Was a search conducted?

Yes	**3**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	1
No	**2370**
Alaska Native / American Indian	3
Asian / Pacific Islander	45
Black	360
White	1875
Hispanic / Latino	87

Reason for Search?

Consent	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Contraband	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Probable	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Inventory	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Incident to arrest	**2**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1

Was Contraband discovered?

		Did the finding result in arrest? (total should equal previous column)	
Yes	**1**		
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	1	Yes 0	No 1
Hispanic / Latino	0	Yes 0	No 0
No	**2**		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	1		

Description of contraband	
Drugs	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Weapons	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	**89**

Alaska Native / American Indian	1
Asian / Pacific Islander	2
Black	16
White	64
Hispanic / Latino	6
Written warning	**2086**
Alaska Native / American Indian	2
Asian / Pacific Islander	40
Black	320
White	1655
Hispanic / Latino	69
Citation	**189**
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	23
White	152
Hispanic / Latino	11
Written warning and arrest	**4**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	2
Citation and arrest	**3**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	0
Arrest	**2**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0

Arrest based on

Violation of Penal Code	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	**9**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	6
Hispanic / Latino	2

Was physical force resulting in bodily injury used during stop?

Yes	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	**2373**
Alaska Native / American Indian	3
Asian / Pacific Islander	45
Black	360
White	1877
Hispanic / Latino	88

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	☐
Use Department's submitted analysis	☒

Optional Narrative

N/A

Submitted electronically to the

The Texas Commission on Law Enforcement

Commissioners Court - Regular Session **14.**

Meeting Date: 03/08/2022

Approval of Purchase of FY22 Uniforms from GT Distributors, Inc. for EMS 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 the purchase of staff uniforms from GT Distributors, Inc. for the EMS Department in the not-to-exceed amount of $56,400.00, pursuant to BuyBoard Contract #603-20.

Background

Approval of this purchase will provide uniforms for 141 EMS employees. Estimated budgeted is $400.00 per employee, however uniform requirements vary with each position. Orders will be placed according to the individual employee requirements. The attached quote shows unit prices per garment and item only. This expenditure will be charged to 01.0100.0540.003311. Department point of contact is Ed Tydings.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/24/2022 08:38 AM
County Judge Exec Asst.	Becky Pruitt	02/24/2022 08:43 AM
Purchasing (Originator)	Joy Simonton	03/03/2022 05:28 AM
Form Started By: Andrew Portillo		Started On: 02/22/2022 09:46 AM
Final Approval Date: 03/03/2022		

Quote	QTEU013588
Date	2/15/2022
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Williamson Co EMS (TX)
Attn Accounts Payable
P.O. Box 873
Georgetown TX 78627

Ship To:

Williamson Co EMS (TX)
3189 SE Inner Loop
Attn: Cmdr Tydings
Georgetown TX 78626

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
UNIFORMS 2021	006055	BF		NET 15	0/0/0000	2,512,990

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	ELB-K5104-L	Elbeco UFX Uniform Polo Dark Navy Large GT: Dept RT sleeve, DOH LT sleeve Badge LT chest *Specify Badge & insignia* if needed	EA	$47.52	$47.52
1	FT-112509-729-M	First Tactical Performance Polo S/S, Midnight N GT: Small Dept patch LT chest	EA	$33.53	$33.53
1	FT-122509-729-M	First Tactical Wmns Performance Polo S/S, Mic GT: Small Dept patch LT chest	EA	$33.53	$33.53
1	FECH-92R7886Z-L	Fechheimer: Power Stretch Shirt Navy SS, Poly GT: Dept RT sleeve, DOH LT sleeve *Specify insignia* if needed	EA	$52.99	$52.99
1	FECH-42W7886Z-17.5X	Fechheimer Size 17.5x35 Stretch Side Panel Sl GT: Dept RT sleeve, DOH LT sleeve *Specify insignia* if needed	EA	$57.23	$57.23
1	FECH-42W7800Z-17.5X	Fech:sz17.5X35 Stretch Side Panel Shirt White GT: Dept RT sleeve, DOH LT sleeve *Specify insignia* if needed	EA	$57.23	$57.23
1	HP-8016	Hero's Pride-Paramedic Patch-Large	EA	$2.95	$2.95
1	HP-8015	Hero's Pride-Licensed Paramedic Patch-Large	EA	$3.95	$3.95
1	HP-8017C	Hero's Pride TX EMT Advanced Patch, Large	EA	$2.95	$2.95
1	HP-8018	Hero's Pride TX EMT Patch Basic Large	EA	$2.95	$2.95
1	FECH-47280-86-36	Fechheimer Size 36 Serge Mns Pant Poly Woo GT: Hem TBD	EA	$82.12	$82.12

Quote	QTEU013588
Date	2/15/2022
Page:	2

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
UNIFORMS 2021	006055	BF		NET 15	0/0/0000	2,512,990

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	FECH-V47680-86-36	Fechheimer Size 36 Mens Pant w/Vertx Pocket	EA	$110.96	$110.96
		GT: Hem TBD			
1	SB-90010-61	Samuel Broome-18"Tie-Buttonholes-Navy	EA	$4.95	$4.95
1	SB-90051-61	Samuel Broome-Ladies Tie-Buttonholes-Navy	EA	$4.95	$4.95
1	SB-90043-61	Samuel Broome-20"Tie-Buttonholes-Navy	EA	$4.95	$4.95
1	SB-90063-61	Samuel Broome-X Long Tie-Buttonholes-Dk. Na	EA	$4.95	$4.95
1	FT-124013-729-2R	Women's V2 EMS Pant, Midnight Navy Size 2R	EA	$54.59	$54.59
1	FT-114013-729-32-34	Men's V2 EMS Pant, Midnight Navy, 32x34	Each	$54.59	$54.59
1	511-64360-724-12	511 Women's Taclite Pro Pant Dark Navy Size	PR	$42.00	$42.00
1	511-74273-724-36-32	511 Taclite Pro Pants Dark Navy W-36 L-32	PR	$42.00	$42.00
1	511-74273L-724-46	511Taclite Pro Pants 46 Unhemmed Dark Navy	PR	$47.60	$47.60
		GT: Hem TBD			
1	511-64386-724-10R	511 Wmn Stryke Pant w/Flex-Tac Dk Navy Sz 1	EA	$59.50	$59.50
1	511-74369-724-36-32	511 Flex Tac Stryke Pant Navy Sz 36/32	EA	$59.50	$59.50
1	511-74369L-724-46	5.11 Men Stryke Pant, Dark Navy, Size 46	EA	$67.90	$67.90
		GT: Hem TBD			
1	511-74434-724-36-30	5.11 Apex Pant, Dark Navy, 36x30	EA	$63.00	$63.00
1	511-64446-724-4L	WOMEN'S APEX DK NAVY 4L	EA	$63.00	$63.00
1	GOW-70RXL-LR	Gow Eclipse Jacket Lime/Navy Size Lg-Reg	EA	$239.00	$239.00

Quote	QTEU013588
Date	2/15/2022
Page:	3

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
UNIFORMS 2021	006055	BF		NET 15	0/0/0000	2,512,990

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
		GOW: Add WCEMS on back of outer shell OI GT: Dept RT sleeve, DOH LT sleeve Badge patch LT chest **Specify badge*			
1	GOW-PRINT-WCEMS	Gerber Outerwear-Custom Print WCEMS 3" Reflective Silver To Read: WCEMS	EA	$22.50	$22.50
1	GOW-51S3-LR	GOW Warrior Softshell Liner Blk Lg-Rg GT :Dept RT sleeve, DOH LT sleeve Badge LT chest *specify badge *	EA	$113.00	$113.00
1	GOW-70ZL-L/XL-BEMS	GOW Hi Vis Sfty vest w/ 4" Black EMS L/XL	EA	$37.80	$37.80
1	FECH-74086-L	Fechheimer- 1/4 Zip neck Justice Sweater Navy GT: Dept RT sleeve, DOH LT sleeve Badge LT chest,Add EPS & sew down tips **Specify Badge*	EA	$108.04	$108.04
1	FECH-74086-2XL	Fechheimer- 1/4 Zip neck Justice Sweater Navy GT: Dept RT sleeve, DOH LT sleeve Badge LT chest,Add EPS & sew down tips **Specify Badge*	EA	$109.50	$109.50
1	FECH-74086-3XL	Fechheimer- 1/4 Zip neck Justice Sweater Navy GT: Dept RT sleeve, DOH LT sleeve Badge LT chest,Add EPS & sew down tips **Specify Badge*	EA	$119.99	$119.99
1	FECH-79086-L	Fechheimer- V Neck Justice Sweater Navy Sz l GT: Dept RT sleeve, DOH LT sleeve Badge LT chest,Add EPS & sew down tips	EA	$108.04	$108.04

Quote	QTEU013588
Date	2/15/2022
Page:	4

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
UNIFORMS 2021	006055	BF		NET 15	0/0/0000	2,512,990

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	FECH-79086-2XL	**Specify Badge* Fechheimer- V Neck Justice Sweater Navy Sz 2 GT: Dept RT sleeve, DOH LT sleeve Badge LT chest,Add EPS & sew down tips **Specify Badge*	EA	$109.50	$109.50
1	FECH-79086-3XL	Fechheimer- V Neck Justice Sweater Navy Sz 2 GT: Dept RT sleeve, DOH LT sleeve Badge LT chest,Add EPS & sew down tips **Specify Badge*	Each	$119.99	$119.99
1	DM-1611-38	Garrison Belt Plain Black/Nickel Sz 38	EA	$20.00	$20.00
1	DM-1611B-38	Duty Man Belt Plain Black/Brass Size 38	EA	$20.00	$20.00
1	DM-1611-46	Garrison Belt Plain Black/Nickel Sz 46	EA	$23.95	$23.95
1	DM-1611-54	Duty Man Belt Plain Black/Nickel Size 54	EA	$24.95	$24.95
1	BI-17381	Bianchi #7200 Nylon Sam Brown Belt M	EA	$34.10	$34.10
1	BI-18521	Bianchi #7314S Accumold Univ Radio Holder	EA	$24.18	$24.18
1	511-12391-019-10.5	ATAC 2.0 8" Side Zips Boots sz 10.5 Reg	PR	$80.50	$80.50
1	511-12403-019-7	WOMEN'S A.T.A.C.® 2.0 8" Size 7	PR	$80.50	$80.50
1	511-12394-019-11	A.T.A.C. 2.0 6" Side Zip Boots sz 11 Reg	PR	$77.00	$77.00
1	511-12404-019-8	511 Womens ATAC 2.0 6" Side-Zip Boot Black	EA	$80.50	$80.50
1	511-12416-019-11.5	5.11 ATAC 2.0 SHIELD BOOT BLACK size 11.5	PR	$119.00	$119.00
1	CON-RB086-6	Reebok Women's Sublite Cushion 6", Black, 6	EA	$129.60	$129.60

Quote	QTEU013588
Date	2/15/2022
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Georgetown TX 78626

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
UNIFORMS 2021	006055	BF		NET 15	0/0/0000	2,512,990

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	CON-RB8605-11	Reebok Sublite Cushion Tactical 6", Black, Size	EA	$129.60	$129.60
1	511-12394-019-10	A.T.A.C. 2.0 6" Side Zip Boots sz 10	PR	$77.00	$77.00
1	511-12405-019-6	WOMEN'S A.T.A.C.® 2.0 Size 6	EA	$77.00	$77.00
1	BATES-1140-6	Bates Women's Rush Mid, Black, Size 6	EA	$89.96	$89.96
1	BATES-1040-11	Bates Rush Mid Black Size 11	PR	$89.96	$89.96
1	DAN-21210-10	Danner Acadia Boots - 10 Reg	PR	$300.00	$300.00
1	PRE-P2853	Premier: Silver FTO Insignia (2 Blk stripes on s	EA	$7.65	$7.65
1	PRE-P2855	Premier:Silver FTO Insignia (3 Blk stripes on si	EA	$7.65	$7.65
1	BL-A1973G	Blackinton Lieutenant Bar Gold	EA	$13.64	$13.64
1	BL-A982-3G	VHB-Small Major Leaves-Gold-Clutch Back	EA	$16.49	$16.49
1	BL-A5697G	VHB 3/4" Smooth Gold Star	EA	$10.38	$10.38
1	BL-A4888G-2	VHB-Star Insigina-5/8 Inch-Gold-2	EA	$10.38	$10.38
1	BL-A4888G-3	VHB-3-5/8" Stars-3 on Bar-Gold	EA	$11.38	$11.38
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain	EA	$1.50	$1.50
		Patch removal			
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain	EA	$3.00	$3.00
		Patch sew			
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain	EA	$4.00	$4.00
		Patch sew jacket			

Quote	QTEU013588
Date	2/15/2022
Page:	6

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UNIFORMS 2021	006055	BF		NET 15	0/0/0000	2,512,990

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain Leg taper ***NOT AVAIL ON 5.11***	EA	$15.00	$15.00
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain GT: Waist/crotch taper ***NOT AVAIL ON 5.11***	EA	$15.00	$15.00
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain Short sleeves/ tails ***NOT AVAIL ON POLOS***	EA	$10.00	$10.00
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 603-20. Contract period 04/01/21-03/31/22. Email BuyBoard PO's to info@buyboard.com	EA	$0.00	$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Thank You for Your Business! Karen Villa

Subtotal	$3,752.62
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$3,752.62

Commissioners Court - Regular Session **15.**

Meeting Date: 03/08/2022

Approval of Agreement for Chemical Identifying Equipment and Training for Hazmat Division

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of new chemical identifying equipment and training from FarrWest Environmental Supply, Inc. in the amount of $73,625.15, per the terms of Buyboard contract #603-20.

Background

This quote is for the purchase of chemical identifying equipment to support the operations of the HazMat Division of the Fire Marshall's Department. The chemical monitor has a built-in library of chemicals that is updated and maintained. It also includes training for the Hazmat team members on the new equipment. Funding Source is 442P. Point of contact is Hank Jones.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/03/2022 06:23 AM
County Judge Exec Asst.	Becky Pruitt	03/03/2022 08:56 AM
Form Started By: Andrew Portillo		Started On: 02/23/2022 02:38 PM
Final Approval Date: 03/03/2022		

Estimate

FARRWEST

Date	Estimate #
2/9/2022	13422

108 Commercial Place
Schertz, TX 78154

Ph: 210-566-1857
Fax 210-566-1897

WILLIAMSON COUNTY
ACCOUNTS PAYABLE
3189 SE INNER LOOP
GEORGETOWN, TX 78626

P.O. No.	Rep	Project/Event
	JWC	

Item	Description	Qty	Cost	Total
200-00-0021	ThreatID GLS - Includes: Full spectrum FTIR spectrometer with hot-swappable batteries. Upgradeable sample interface for solids and liquids, gases or all. Integrated video beneath interface for ease of sample placement/verification of solids/liquids interface cleanliness. Large, hardened touch screen compatible with gloved hands. ThreatAssistTM Chemical Properties Database -proprietary on-board chemical properties database provides instant access to actionable data on ALL library spectra including: Common name, physical appearance and common uses, IDLH and Vapor pressure as well as ghs hazard class pictograms and NFPA diamonds. Reachback 1 Year Support Package - free software and library upgrades for life of support package. Full warranty on all parts and labor to repair system. Free loaner system during repair.	1	35,450.15	35,450.15

THANK YOU FOR YOUR BUSINESS!

Subtotal	
Sales Tax (0.0%)	
Total	

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwest.com

Estimate

FARRWEST

Date	Estimate #
2/9/2022	13422

108 Commercial Place
Schertz, TX 78154

Ph: 210-566-1857
Fax 210-566-1897

WILLIAMSON COUNTY
ACCOUNTS PAYABLE
3189 SE INNER LOOP
GEORGETOWN, TX 78626

P.O. No.	Rep	Project/Event
	JWC	

Item	Description	Qty	Cost	Total
200-00-2001	Solids/Liquids sample interface consisting of a diamond crystal, pressure device and liquids well. This allows the instant analysis of solids, liquids, pastes and gels with no preparation. The interface is positioned over pins and locked into position with no need for alignment. The Solids/liquids interface is provided with more than 23,000 library spectra including TICS, TIMS, Drugs (including fentanyl derivatives), WMD agents including blister, nerve and next generation agents, pesticides, common consumer products and common mixtures.	1	14,775.00	14,775.00
FW-SAMPL-08	FARRWEST TRAINING- CHEMICAL SAMPLING CLASS. - COVERS PROPER USE OF EQUIPMENT AND SAMPLING WITH THE LATEST IN COLORIMETRIC PAPERS, GAS SENSOR, PID, FT-IR, RAMAN AND GC/MS TECHNOLOGIES. 1-DAY, 8HR CLASS	1	0.00	0.00

THANK YOU FOR YOUR BUSINESS!

Subtotal	
Sales Tax (0.0%)	
Total	

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwest.com

Estimate

FARRWEST

Date	Estimate #
2/9/2022	13422

108 Commercial Place
Schertz, TX 78154

Ph: 210-566-1857
Fax 210-566-1897

WILLIAMSON COUNTY
ACCOUNTS PAYABLE
3189 SE INNER LOOP
GEORGETOWN, TX 78626

P.O. No.	Rep	Project/Event
	JWC	

Item	Description	Qty	Cost	Total
FW-SAMPL-08	FARRWEST TRAINING- CHEMICAL SAMPLING CLASS. - COVERS PROPER USE OF EQUIPMENT AND SAMPLING WITH THE LATEST IN COLORIMETRIC PAPERS, GAS SENSOR, PID, FT-IR, RAMAN AND GC/MS TECHNOLOGIES. 1-DAY, 8HR CLASS	2	1,850.00	3,700.00
200-00-3001	Reachback 1 Year Support Package - This is in addition to the 1 year Support Package that is included in the system configuration. Includes free software and library upgrades for life of support package. Full warranty on all parts and labor to repair system. Free loaner system during repair.	4	4,925.00	19,700.00
	BUYBOARD CONTRACT#603-20 HGAC CONTRACT# EP11-20			

THANK YOU FOR YOUR BUSINESS!

Subtotal	$73,625.15
Sales Tax (0.0%)	$0.00
Total	$73,625.15

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwest.com

Commissioners Court - Regular Session **16.**

Meeting Date: 03/08/2022

Approval of Change Order from Knight Security Systems, Inc. for Security Cameras for Elections Ballot Room for Elections Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 from Knight Security Systems, Inc. in the amount of $954.87 for Job #21513-1-0 at the Williamson County Inner Loop Annex Elections Department, originally approved on 01.11.2022 under agenda item #21, pursuant to DIR-CPO 4494 contract, and authorizing the execution of the Change Order.

Background

This Change Order adds additional cabling, patch panel mini-com, terminations and programming required to complete the installation. One interior rated dome camera (ceiling mounted) will be provided by Williamson County. Knight Security Systems will install One (1) IP Axis security camera, mounts, Axis camera station license and programming. The attached Change Order document contains additional information regarding the equipment and installation. The line item expenditure is 01.0376.0376.003010 for the equipment amount of $206.82, and the line expenditure is 01.0376.0376.004100 for the labor amount of $748.05. The department point of contact will be Christopher Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Knight Security Change Order Inner Loop Annex

Original Knight Security quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/03/2022 10:59 AM
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:10 AM
Form Started By: Mary Watson		Started On: 02/25/2022 01:52 PM
Final Approval Date: 03/03/2022		

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

KNIGHT SECURITY SYSTEMS
HONOR, INTEGRITY, SERVICE

Kevin Garlick
kgarlick@knightsecurity.com
(512) 590-7886

Name: Williamson County - Info Tech Services

Site	**Billing**	**Contact**
301 SE Inner Loop, Ste 105 Georgetown, TX 78626	301 SE Inner Loop, Ste 105 Georgetown, TX 78626	Chris Ball **P** **E** cball@wilco.org

PROJECT NAME: CO1-Camera add

PROJECT SCOPE OF WORK

DIR-CPO-4494
Knight Security Systems (KSS) will provide and install Security additions for Wilco-Inner Loop Annex Center.

This scope is a Change Order 1 to job: 21513-1-0

System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

General Scope of Work : Video Surveillance System additions

- Install One IP Axis security cameras, mounts, Axis camera station licenses and programming
  - One Interior rated dome cameras (ceiling mounted) is Provided by Wilco
  - KSS provided, cabling, Patch panel mini-com, patch cable, terminations and programming
  - Cabling will be run to the data rack in the IDF Rm [redacted]

New camera will be added to the Existing NVR and use an existing license(s) from the new KSS provided Axis video server. Based on normal interior conditions a **180 day storage** will need **11.2TB** of estimated space.
KSS will enroll the cameras and set up basic motion detection.

Note: It will be intended to Live stream the video camera images and is the responsibility of Wilco IT for any configurations outside of KSS scope in the details above.

Customer Provided Items

- PoE switches and patch panels
- Network configurations for connection of devices to Customer's network
- Network configurations and setup for live streaming
- IP address assignments

Finance

Purchaser hereby agrees to pay KSS the following terms:

Project Milestones and Invoicing Procedures

- The Customer is required to pay every invoice in full within 30 days of receiving the invoice.
- Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer.

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

Engineering - Not included with this scope.

Cabling & Wiring - **IS** included with this scope.

Field Devices
KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

Programming
KSS trained personnel will program the security system to provide a functioning operational system. KSS will program each device according to the system matrix provided in the security plans or to match the existing naming convention.

Rental Equipment - Not included with this scope.

Testing
KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. The final system test report will be sent to all parties.

Training - Not included with this scope.

Conditions and Qualifications

- Customer shall designate a single point of contact for Knight Security. Designated person will coordinate among all departments or agencies and will have authority to make project related decisions and provide final acceptance.
- Work provided by Knight Security, including training, is assumed to be during normal business hours; 7a-5p M-F excluding holidays.
- 120vac, space for control panels, switch, and UPS in a centrally located closet in a climate controlled space provided by Owner.
- Cables will be routed in the accessible ceilings or exposed when attached to building structure. Conduit or other metallic raceway is not included in this proposal unless stated above.
- KSS is not responsible for any existing devices being reused. A quote will be provided to the customer for any devices that are found to be defective or inoperable.
- KSS is not responsible for any damages left from the removal of existing devices. The Customer is responsible for patching and repairing any damages left from the removal of existing devices.

Client Initials:_____

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PROJECT INVESTMENT

CO1

QTY	Description	Unit Price	Ext.Price
1	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$14.86	$14.86
1	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$11.22	$11.22
1	23-4P UNS SOL CMP C6 YLW JKT	$180.74	$180.74

Investment Summary

Total Equipment	**$206.82**
Total Labor	**$748.05**
Total Proposal Amount	**$954.87**

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **$954.87**

The price above includes: material, equipment and labor as described within this proposal.

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

Kevin Garlick
kgarlick@knightsecurity.com
(512) 590-7886

Name: Williamson County - Info Tech Services

Site	**Billing**	**Contact**
301 SE Inner Loop, Ste 105	301 SE Inner Loop, Ste 105	[redacted]
Georgetown, TX 78626	Georgetown, TX 78626	**P**
		E [redacted]

PROJECT NAME: Wilco-Inner Loop-Ballot room cameras

PROJECT SCOPE OF WORK

[redacted] Systems (KSS) will provide and install Security additions for Wilco-Inner Loop Annex Center.

System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

General Scope of Work : Video Surveillance System additions

- One Axis S2212 Camera Station Network video recorder
  - 12TB of storage space (includes 6TB standard + 6TB expansion hard drive)
  - Integrated Network POE managed switch
  - Rack-mount hardware included
- Five IP Axis security cameras, mounts, Axis camera station licenses and programming
  - Five M3015 Interior rated dome cameras (ceiling mounted)
  - KSS provided cameras, mounts, cabling, Patch panel,/cables, terminations, licenses and programming
  - Cabling will be run to the data rack in the IDF Rm 201

New camera license(s) will be added to the new KSS provided Axis video server. Based on normal interior conditions a **180 day storage** will need **11.2TB** of estimated space.
KSS will enroll the cameras and set up basic motion detection.

Note: It will be intended to Live stream the video camera images and is the responsibility of Wilco IT for any configurations outside of KSS scope in the details above.

Client Initials: BG

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21513-1-0 Wilco-Inner Loop-Ballot room cameras-Survey-1

Customer Provided Items

- PoE switches and patch panels
- Network configurations for connection of devices to Customer's network
- Network configurations and setup for live streaming
- IP address assignments

Finance

Purchaser hereby agrees to pay KSS the following terms:

Project Milestones and Invoicing Procedures

- The Customer is required to pay every invoice in full within 30 days of receiving the invoice.
- Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer.

Engineering - Not included with this scope.

Cabling & Wiring - **IS** included with this scope.

Client Initials: BG

KNIGHT SECURITY SYSTEMS HONOR, INTEGRITY, SERVICE

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Field Devices
KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

Programming
KSS trained personnel will program the security system to provide a functioning operational system. KSS will program each device according to the system matrix provided in the security plans or to match the existing naming convention.

Rental Equipment - Not included with this scope.

Testing
KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. The final system test report will be sent to all parties.

Training - Not included with this scope.

Conditions and Qualifications

- Customer shall designate a single point of contact for Knight Security. Designated person will coordinate among all departments or agencies and will have authority to make project related decisions and provide final acceptance.
- Work provided by Knight Security, including training, is assumed to be during normal business hours; 7a-5p M-F excluding holidays.
- 120vac, space for control panels, switch, and UPS in a centrally located closet in a climate controlled space provided by Owner.
- Cables will be routed in the accessible ceilings or exposed when attached to building structure. Conduit or other metallic raceway is not included in this proposal unless stated above.
- KSS is not responsible for any existing devices being reused. A quote will be provided to the customer for any devices that are found to be defective or inoperable.
- KSS is not responsible for any damages left from the removal of existing devices. The Customer is responsible for patching and repairing any damages left from the removal of existing devices.

[redacted]

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

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

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

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

Right to Audit: Knight Security Systems, LLC agrees that licensee 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 Knight Security Systems, LLC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations,

Client Initials: BG

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

excerpts, and transcriptions. Knight Security Systems, LLC agrees that licensee shall have access during normal working hours to all necessary Knight Security Systems, LLC facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Knight Security Systems, LLC reasonable advance notice of intended audits.

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

PROJECT INVESTMENT

Estimate

QTY	Description	Unit Price	Ext.Price
5	AXIS M3065-V is an ultra-compact, indoor fixed min	$208.68	$1,043.40
1	AXIS Camera Station S2212 Appliance is a twelve ch	$2,326.55	$2,326.55
1	Surveillance Hard Drive 6TB is a 3.5-inch internal	$278.50	$278.50
6	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$14.86	$89.16
6	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$11.22	$67.32
1	Mini Com 24-port modular patch panel with faceplat	$45.08	$45.08
5	DIR- Project Install Kit	$33.00	$165.00
1	23-4P UNS SOL CMP C6 Ylw Jkt	$361.49	$361.49

Investment Summary

Total Equipment	**$4,376.50**
Total Labor	**$5,842.08**
Total Proposal Amount	**$10,218.58**

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Client Initials: RJ BG

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Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **$10,218.58**

Annual SecurePlan Recurring **$1,285.80**

Grand Total : $11,504.38

The price above includes: material, equipment and labor as described within this proposal.

IN WITNESS WHEREOF, Williamson County and Knight Security Systems have duly executed this Agreement to be effective as of the date of the last party's execution below.

COUNTY:
WILLIAMSON COUNTY

By: Bill Gravell (Jan 11, 2022 14:23 CST)

Printed Name: Bill Gravell

Representative Capacity: County Judge

Date: Jan 11, 2022, 20____

KNIGHT SECURITY SYSTEMS:

By:

Printed Name: Kevin Garlick

Representative Capacity: Account Manager

Date: 12/13/2021, 20____

Client Initials: BG

Commissioners Court - Regular Session **17.**

Meeting Date: 03/08/2022

Approval of Purchase of Additional Laserfiche Licenses with MCCi for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of additional Laserfiche licenses from MCCi for Rio Records Management for a total of $11,286.00, pursuant to BuyBoard Co-op contract #625-20, and authorizing the execution of the expansion agreement.

Background

The approval of this purchase will provide additional licenses for Laserfiche Rio Records Management software and support subscription. The attached agreement has the details of the software agreement and what it entails. Funding is through ARPA, 445P. The department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MCCi Redacted quote Laserfiche

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/03/2022 10:45 AM
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:11 AM
Form Started By: Mary Watson		Started On: 02/28/2022 09:36 AM
Final Approval Date: 03/03/2022		

LASERFICHE EXPANSION

Quote the "**Order**") is entered into as of _____, ("**Order Effective Date**"), by and between MCCI and Client and is hereby incorporated into the Master Agreement and made a part thereof. If there is any conflict between a provision of the Master Agreement and this Order, the Master Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Order to be executed by their respective duly authorized representatives as of the Order Effective Date.

MCCi, LLC ("MCCi")

Signed: E-SIGNED by Donny Barstow on 2022-03-01 16:18:01 GMT

Name: Donny Barstow

Title: President & CEO

Date: March 01, 2022

WILLIAMSON COUNTY ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

PRICING: LASERFICHE EXPANSION

mcci
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to:

Ship to:

cc AP Contact:

Client Name: Williamson County
Quote Number:
Order Type: Expansion

Quote Date: February 21, 2022

Product Description:	*Qty.*	*Unit Cost*	*BuyBoard*	*Total*
CONTENT SERVICES SOFTWARE LICENSING FOR RIO				
☑ Laserfiche Rio Records Management Edition Named Full User (200-499 Users)	12	$726.00	$675.18	$8,102.16
☑ Laserfiche Rio Forms Professional (200-499 Users)	12	$66.00	$61.38	$736.56
☑ Laserfiche Rio Connector (200-499 Users)	12	$33.00	$30.69	$368.28
Laserfiche Software Subtotal				***$9,207.00***

GRAND TOTAL - ONE-TIME SOFTWARE	***$9,207.00***

Product Description:	*Qty.*	*Unit Cost*	*BuyBoard*	*Annual Total*
LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC				
☑ Laserfiche Rio Records Management Edition Named Full User (200-499 Users)	12	$145.20	$130.68	$1,568.16
☑ Laserfiche Rio Forms Professional (200-499 Users)	12	$13.20	$11.88	$142.56
☑ Laserfiche Rio Connector (200-499 Users)	12	$6.60	$5.94	$71.28
Laserfiche Annual Recurring Software Support Subtotal				***$1,782.00***

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	***$1,782.00***

☑ ***Laserfiche Recurring Annual Support Proration for 14 Months***	$297.00
TOTAL LASERFICHE COST	***$11,286.00***

All Order Pricing Expires in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

Order - [redacted]

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ **Initial Sale:** Upon delivery of software or activation of the subscription ▪ **Annual Renewal:** 75 days in advance of expiration date

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) is such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with on-premises Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. On-premises Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then current policy
- Continued access to Client's Laserfiche solution*

** Specific to Laserfiche Cloud and Laserfiche on-premises Subscription licensed Clients*

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.
- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e. prorating for less than four months may not be permittable due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.
- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche on-

premises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.

- Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

LASERFICHE RIO SHARED SERVICES PROVISIONS

The Host Entity is the owner of the Laserfiche licensing and is registered as such with MCCi and Laserfiche corporate. For Laserfiche corporate licensing rules, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferrable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform and for being the main point of contact for support provided through MCCi. The account can only be renewed once all entities have paid for the full LSAP.

Commissioners Court - Regular Session **18.**

Meeting Date: 03/08/2022

Approval of Countywide Outside Plant (OSP) Fiber Optic Annual Maintenance Agreement with Brycomm, LLC 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 agreement between Brycomm, LLC and Williamson County for Countywide Outside Plant (OSP) Fiber Optic Annual Maintenance in the amount of $21,500.00, pursuant to DIR contract #DIR-CPO-4777, and authorizing execution of the agreement.

Background

Approval of this item supports the IT Departments's annual maintenance requirements for the County's fiber-optic cabling that include preventative maintenance as well as incident response. This is a planned, budgeted item for Technology Services that is reviewed and renewed annually. Proposal and Service Agreement are attached. Legal, audit, and budget have reviewed this item. This expenditure will be charged to 01.0100.0503.004500. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal and Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/02/2022 10:00 PM
County Judge Exec Asst.	Becky Pruitt	03/03/2022 08:57 AM
Form Started By: Erica Smith		Started On: 02/28/2022 02:16 PM
Final Approval Date: 03/03/2022		

BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP

Williamson County
TX

A Proposal For

WILLIAMSON COUNTY
1848

DIR CONTRACT NUMBER: [redacted]

Outside Plant Fiber Maintenance FY 2022

Proposal # [redacted]

Prepared by:
Chris Gonzales
chris.gonzales@brycomm.com
O: 512-712-4008
M: 512-569-5309

Date: 3-17-21

Submit Contracts & PO's to: chris.gonzales@brycomm.com

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

Project Name:	Williamson County Fiber Optic OSP Maintenance		
Scope of Work:	Outside Plant Fiber Maintenance 10/01/21 – 11/02/22		
Estimated By:	Chris Gonzales	**Submit Contracts & PO's to:**	chris.gonzales@brycomm.com

I. SCOPE OF WORK

Fiber Optic OSP Maintenance

A. Plant Inspections

1. BryComm shall perform inspections of the Williamson County plant on a Biannual basis.

2. BryComm shall provide an exception-based inspection report for the previous inspection, in electronic format, to the Williamson County Network Manager. The report shall contain a list of observed deficiencies, including location and type, and actions taken to correct the deficiencies.

3. All observed deficiencies in the plant will need to be handled in the following ways:

a. "Routine" deficiencies are those that should be handled within 7 working days from the date the issue was noted. (See below list).

b. All observed "emergency" deficiencies posing an immediate threat to preservation of the plant will be corrected the same day that the deficiency was noted or reported with a proposed solution to the emergency deficiency to the network manager. Any issue outside of best practices will be reported with the biannual report for the network manager to decide on a course of action.

c. All other deficiencies will be reported on the biannual report with a recommendation for remediation to the network manager.

4. Deficiencies include but are not limited to:

a. Pole Transfer(s) - Routine and worked in conjunction with other utilities
b. Make Ready Per Contact - Routine unless within 40" of power
c. Tree Trimming (Per Span) - Routine
d. Broken / Loose Lashing Wire - Emergency
e. Weakened/Broken Hardware - Emergency
f. Re-work Slack - Routine
g. Install Slack Mgmt. - Routine
h. Tree Guard - Emergency, same day repair required
i. Loose Down Guy/Guy Guard - Routine

j. Sheath Damage (Squirrel) – Emergency
k. Height of Fiber Span not at 18ft over roadways and 15 ½ ft. standard - Emergency
l. Cracked Splice Case(s) – Emergency

5. If, during the course of the inspection damaged plant is located, BryComm will test the affected section to determine strand continuity and notify Network Manager of damage. If all tested strands are viable and buffer tubes appear intact, BryComm will make repairs to the outer sheath of the plant to prevent further deterioration. However, if damage to buffer tube(s) is apparent, regardless of strand integrity, BryComm will submit a report in electronic format of condition to the Network Manager outlining the problem, repair cost estimates, recommendations, and schedule for replacement.

B. Tree Trimming

1. BryComm shall provide up to five (5) spans of tree trimming per year. All tree trimming shall be performed in strict accordance with specifications determined by City of Georgetown arborists and the applicable franchise provider. The pricing for additional tree trimming shall be provided at "Attachment A" prices.

C. Transfers/Make Ready

1. BryComm shall provide up to five (5) aerial only pole transfers and handle up to five (5) make ready requests per year. The intent of this coverage is for small numbers or isolated requests for work to be performed under the Maintenance contract. Any additional pole transfers or make ready requests required will be submitted by the BryComm to the Network Manager for written approval prior to performing any additional pole transfers. The pricing for the additional pole transfer and make ready requests shall be provided at "Attachment A" prices.

2. The cost to transfer from overhead to underground will be calculated separately on a case-by-case basis and performed under the extended part of the agreement.

3. BryComm shall produce and maintain records with respect to the nature and number of transfers performed and BryComm shall provide the Network Manager with an electronic report on a biannual basis.

D. Network Monitoring and Testing

1. Network Testing

a. BryComm shall perform OTDR sweeps for continuity on inactive fiber strands on a biannual basis. BryComm shall give seven days' written notice before OTDR sweeping occurs. If routine sweeping reveals loss of continuity on any strand or high loss strands, BryComm shall notify the Network Manager in writing of any such occurrence and obtain further instructions on how to proceed.

b. BryComm shall perform uni-directional power tests on strands and perform specialty testing, i.e. chromatic dispersion, PMD, etc. as required.

c. BryComm shall maintain and track all OTDR test results. All testing documentation shall be provided to the Network Manager in electronic form with duplicate copies being maintained by BryComm for the duration of this Contract and associated Warranty period.

F. Repair Response Time and Emergency Notifications

1. BryComm shall establish and maintain an emergency on call system 24 hours a day, 7 days a week 365 days a year. The emergency number shall be provided to the Network Manager to be used should any outage occur. This number is used for emergencies during non-business hours.

2. When BryComm is alerted to a problem, BryComm shall make telephone contact with the Network Manager or designee within 30 minutes of receiving the alert during normal business hours or 1-hour during non-business hours.

3. BryComm shall be onsite within 2 hours of notification with the necessary staff and equipment to handle emergency repairs. Working with network management, BryComm shall identify the damaged area and immediately secure the Williamson County OSP plant to prevent further fiber damage or risk to the Public.

4. Failure to meet response times may result in one or more of the following non-performance penalties:

a. A fine, at the discretion of the Network Manager, not to exceed $500 per incident.
b. Cancellation of contract.
c. Disbarment from future bidding.

G. Communications Requirements

1. BryComm shall provide a Single Point of Contact for all communications.

2. With exception of the instances described in Paragraph F Response Time and Emergency Notifications, BryComm shall reply to all e-mail and voice mail communications by close of business the following business day and no later than 4:00pm CST/CDT.

H. Design Requirements

1. BryComm is required to have a full time RCDD on staff. BryComm may provide engineering and design services to Williamson County in order to coordinate construction, transfers, make ready requests and other such tasks as they pertain to the maintenance of the existing plant. The pricing for these design services shall be provided at “Attachment A” prices. BryComm shall provide a written proposal and preliminary work print to the Network Manager for written approval prior to providing these services.

I. Documentation Requirements

1. BryComm shall provide all drafting services to document and maintain accurate and up to date electronic and hard copy documentation on the Williamson County plant. This documentation includes but is not limited to; as-built drawings for all work performed, new design documents, site information, designing plant improvement changes for review and approval, preparing preliminary prints/documentation for pole/trenching permits, gathering all environmental and utility information required under general permit to submit for construction permits and updating prints to reflect cable type and strand count conversion, etc. Pricing for these services are per 'Attachment A' pricing.

2. BryComm shall complete all as-built documentation within ten (10) business days from the date of completion of the physical work.

J. Other Maintenance Requirements

1. Beyond the clearly defined aspects of this proposal, by virtue of securing a contract as it relates to Williamson County maintenance BryComm agrees to perform all work necessary to preserve the value and functionality of the plant which may include, but not be limited to: cable replacement, bulk transfers, termination, splicing, engineering, underground replacement, new pathway construction, or any other item(s) items which directly or indirectly effect the viability, usage, value or potential capacity of the Williamson County plant.

2. The pricing for these services shall be provided at "Attachment A" prices. If certain aspects of the work to be quoted are not listed on "Attachment A", then "Attachment A" will be amended to include such work. All work and "Attachment A" amendments will be subject to final approval of the Network Manager prior to commencement. BryComm shall provide a written proposal to the Network Manager for written approval prior to providing these services.

II. PRICING SUMMARY:

Scope of Work		Cost
	Fiber Optic OSP Maintenance	**$21,500.00**
		$21,500.00

OSP Maintenance Unit Pricing

OSP (Outside Plant) Cabling Services Price Sheet - Labor Only

ATTACHMENT A

Part Number	Description	Unit of Measure	List Price	Zone 1 Discount	Extended Cost
UC-OSP-001	Place New Fiber, Lashed (ABV), 1-1000'	ft.	$1.11	30.00%	$0.78
UC-OSP-002	Place New Fiber, Lashed (not ABV), 1-1000'	ft.	$1.40	30.00%	$0.98
UC-OSP-003	Place New Fiber, Lashed (ABV), over 1001'	ft.	$1.06	30.00%	$0.74
UC-OSP-004	Place New Fiber, Lashed (not ABV), over 1001'	ft.	$1.27	30.00%	$0.89
UC-OSP-005	Place New Fiber, Self-supporting (ABV), 1-1000'	ft.	$1.93	30.00%	$1.35
UC-OSP-006	Place New Fiber, SS (not ABV), 1-1000'	ft.	$2.36	30.00%	$1.65
UC-OSP-007	Place New Fiber, Self-supporting (ABV), over 1001'	ft.	$1.79	30.00%	$1.25
UC-OSP-008	Place New Fiber, SS (not ABV), over 1001'	ft.	$2.21	30.00%	$1.55
UC-OSP-009	Place New Strand, 1-1000' with hardware	ft.	$1.14	30.00%	$0.80
UC-OSP-010	Place New Strand, over 1001' with hardware	ft.	$0.79	30.00%	$0.55
UC-OSP-011	J-Hook Poles to temp. Cable	ea.	$50.00	30.00%	$35.00
UC-OSP-012	Place 2 Inner ducts in Existing Conduit, 1-1000'	ft.	$1.41	30.00%	$0.99
UC-OSP-013	Place 2 Inner ducts in Existing Conduit, over 1001'	ft.	$1.36	30.00%	$0.95
UC-OSP-014	Place New Fiber Cable in Existing Conduit or DOM, 1-1000'	ft.	$1.07	30.00%	$0.75
UC-OSP-015	Place New Fiber Cable in Existing Conduit or DOM, over 1001'	ft.	$0.93	30.00%	$0.65
UC-OSP-016	Place new DOM (Duct on Messenger)	ft.	$1.71	30.00%	$1.20
UC-OSP-017	Place new Strand (Catinary Wire) 1/4" or 3/8"	ft.	$0.79	30.00%	$0.55
UC-OSP-018	Overlash New Fiber to Existing	ft.	$1.21	30.00%	$0.85
UC-OSP-019	½" Penetration thru Masonry	ea.	$107.14	30.00%	$75.00
UC-OSP-020	½" Penetration thru Siding/Sheetrock	ea.	$64.29	30.00%	$45.00
UC-OSP-021	Place 1" EMT Above False Ceiling, 1-200'	ft.	$12.14	30.00%	$8.50
UC-OSP-022	Place 1" EMT Above False Ceiling, over 201'	ft.	$10.00	30.00%	$7.00
UC-OSP-023	Place Fiber thru EMT, 1-200'	ft.	$1.13	30.00%	$0.79
UC-OSP-024	Place Fiber thru EMT, over 201'	ft.	$1.06	30.00%	$0.74
UC-OSP-025	Place 19" or 23" Bolt-down Rack, grounding, power strip	ea.	$107.14	30.00%	$75.00
UC-OSP-026	Place Free-standing Rack + sides + fans, grounding, power strip	ea.	$214.29	30.00%	$150.00
UC-OSP-027	Place 24 port Light guide Box + 6 packs in rack	ea.	$107.14	30.00%	$75.00
UC-OSP-028	Place 12/24 Light guide Box + 6 packs on wall	ea.	$121.43	30.00%	$85.00
UC-OSP-029	Place Polished SC or ST connector/Terminate SM Fiber	ea.	$28.57	30.00%	$20.00
UC-OSP-030	Place Polished SC or ST connector/Terminate MM Fiber	ea.	$28.57	30.00%	$20.00
UC-OSP-031	Hang or Rehang splice case	ea.	$164.29	30.00%	$115.00
UC-OSP-032	Place or Replace Loopers (Slack Mgmt Brackets)	Pair	$142.86	30.00%	$100.00
UC-OSP-033	Place or Replace Tie Wraps (Slack Coil)	ea.	$7.06	30.00%	$4.94
UC-OSP-034	Place Extension Bracket	ea.	$107.14	30.00%	$75.00
UC-OSP-035	Fusion Splice Fiber Optic Pigtails	ea.	$41.43	30.00%	$29.00
UC-OSP-036	Fusion Splicing, SM Fiber	ea.	$50.00	30.00%	$35.00
UC-OSP-037	Fusion Splicing, SM Fiber (72 strand minimum)	ea.	$35.71	30.00%	$25.00
UC-OSP-038	Fusion Splice MM Fiber	ea.	$50.00	30.00%	$35.00
UC-OSP-039	Fusion Splice MM Fiber (72 strand minimum)	ea.	$35.71	30.00%	$25.00

UC-OSP-040	Uni-Direction OTDR Testing (single wavelength)	ea.	$12.86	30.00%	$9.00
UC-OSP-041	Bi-Directional OTDR Testing (single wavelength)	ea.	$20.00	30.00%	$14.00
UC-OSP-042	Uni-Direction OTDR Testing (dual wavelength)	ea.	$15.71	30.00%	$11.00
UC-OSP-043	Bi-Directional OTDR Testing (dual wavelength)	ea.	$22.86	30.00%	$16.00
UC-OSP-044	Uni-Direction Power Meter Testing (single wavelength)	ea.	$17.14	30.00%	$12.00
UC-OSP-045	Bi-Directional Power Meter Testing (single wavelength)	ea.	$24.29	30.00%	$17.00
UC-OSP-046	Uni-Direction Power Meter Testing (dual wavelength)	ea.	$20.00	30.00%	$14.00
UC-OSP-047	Bi-Directional Power Meter Testing (dual wavelength)	ea.	$27.14	30.00%	$19.00
UC-OSP-048	Transfer In line Cable	ea.	$107.14	30.00%	$75.00
UC-OSP-049	Pole Make Ready (for cable assignment)	ea.	$64.29	30.00%	$45.00
UC-OSP-050	Contact Steel Pole (up to 40')	ea.	$71.43	30.00%	$50.00
UC-OSP-051	Transfer Cable at Deadend Pole	ea.	$107.14	30.00%	$75.00
UC-OSP-052	Transfer Down or Overhead Guy	ea.	$107.14	30.00%	$75.00
UC-OSP-053	Transfer False Deadend Pole	ea.	$107.14	30.00%	$75.00
UC-OSP-054	Transfer Extension Bracket	ea.	$71.43	30.00%	$50.00
UC-OSP-055	Transfer Riser Cable & U-guard	ea.	$71.43	30.00%	$50.00
UC-OSP-056	Transfer 90 degree Bend with Cable	ea.	$71.43	30.00%	$50.00
UC-OSP-057	Transfer 90 degree Bend only	ea.	$71.43	30.00%	$50.00
UC-OSP-058	Transfer 90 degree Bend w/Cable & Conc. Cap	ea.	$71.43	30.00%	$50.00
UC-OSP-059	Transfer 90 degree Bend Only w/Concrete Cap	ea.	$71.43	30.00%	$50.00
UC-OSP-060	Transfer Sidewalk Guy	ea.	$71.43	30.00%	$50.00
UC-OSP-061	Top Pole	ea.	$107.14	30.00%	$75.00
UC-OSP-062	Unlash/Relash Broken Lashing Wire	ft.	$0.71	30.00%	$0.50
UC-OSP-063	Remove Guy and Anchor	ea.	$171.43	30.00%	$120.00
UC-OSP-064	Remove Guy Only	ea.	$71.43	30.00%	$50.00
UC-OSP-065	Delash Cable	ft.	$1.07	30.00%	$0.75
UC-OSP-066	Remove/Replace Strand	ft.	$1.36	30.00%	$0.95
UC-OSP-067	Remove Strand, 1 - 1000'	ft.	$1.29	30.00%	$0.90
UC-OSP-068	Remove Strand, 1000' minimum	ft.	$0.64	30.00%	$0.45
UC-OSP-069	Remove Cable+Strand, 1 - 1000'	ft.	$2.00	30.00%	$1.40
UC-OSP-070	Remove Cable+Strand, 1000' minimum	ft.	$1.07	30.00%	$0.75
UC-OSP-071	Remove Self-supporting Cable, 1 - 1000'	ft.	$1.43	30.00%	$1.00
UC-OSP-072	Remove Self-supporting Cable, 1000' minimum	ft.	$0.71	30.00%	$0.50
UC-OSP-073	Remove Cable via Unlashing, 1-1000'	ft.	$1.36	30.00%	$0.95
UC-OSP-074	Remove Cable via Unlashing, over 1001'	ft.	$1.07	30.00%	$0.75
UC-OSP-075	Remove Telephone Pole in Dirt (30')	ea.	$500.00	30.00%	$350.00
UC-OSP-076	Remove Telephone Pole in Dirt (40')	ea.	$571.43	30.00%	$400.00
UC-OSP-077	Remove Telephone Pole in Dirt (50')	ea.	$642.86	30.00%	$450.00
UC-OSP-078	Remove Telephone Pole in Concrete/Asphalt (30')	ea.	$714.29	30.00%	$500.00
UC-OSP-079	Remove Telephone Pole in Concrete/Asphalt (40')	ea.	$785.71	30.00%	$550.00

UC-OSP-080	Remove Telephone Pole in Concrete/Asphalt (50')	ea.	$857.14	30.00%	$600.00
UC-OSP-081	Place New Telephone Pole in Dirt (30')	ea.	$928.57	30.00%	$650.00
UC-OSP-082	Place New Telephone Pole in Dirt (40')	ea.	$1,071.43	30.00%	$750.00
UC-OSP-083	Place New Telephone Pole in Dirt (50')	ea.	$1,357.14	30.00%	$950.00
UC-OSP-084	Place New Telephone Pole in Concrete/Asphalt (30')	ea.	$1,142.86	30.00%	$800.00
UC-OSP-085	Place New Telephone Pole in Concrete/Asphalt (40')	ea.	$1,285.71	30.00%	$900.00
UC-OSP-086	Place New Telephone Pole in Concrete/Asphalt (50')	ea.	$1,571.43	30.00%	$1,100.00
UC-OSP-087	Remove cable from DOM	ft.	$0.57	30.00%	$0.40
UC-OSP-088	Remove UG Cable to Clear Duct	ft.	$0.57	30.00%	$0.40
UC-OSP-089	Remove Cable and Install Pull String	ft.	$1.21	30.00%	$0.85
UC-OSP-090	Place or Replace Anchor w ½" Rod	ea.	$285.71	30.00%	$200.00
UC-OSP-091	Hand Dig New Anchor	ea.	$357.14	30.00%	$250.00
UC-OSP-092	Place New or Replace Overhead Guy	ft.	$0.71	30.00%	$0.50
UC-OSP-093	Place, Replace or Rehoist Down Guy	ea.	$64.29	30.00%	$45.00
UC-OSP-094	Place or Replace Guy Guard	ea.	$50.00	30.00%	$35.00
UC-OSP-095	Place New or Replace Sidewalk Guy	ea.	$57.14	30.00%	$40.00
UC-OSP-096	Place New Riser	ea.	$42.86	30.00%	$30.00
UC-OSP-097	Place or Replace Riser Guard	ea.	$57.14	30.00%	$40.00
UC-OSP-098	Place or Replace ground rod	ea.	$57.14	30.00%	$40.00
UC-OSP-099	Cleat Cable to Building, 1-500'	ft.	$3.93	30.00%	$2.75
UC-OSP-100	Cleat Cable to Building, over 501'	ft.	$2.79	30.00%	$1.95
UC-OSP-101	Fusion Ribbon Splicing (12 Fibers)	ea.	$180.00	30.00%	$126.00
UC-OSP-102	Callout	ea.	$300.00	30.00%	$210.00
UC-OSP-103	Conduit Proofing	ft.	$0.65	30.00%	$0.46
UC-OSP-104	Police Support	hr.	$95.00	30.00%	$66.50
UC-OSP-105	Pole Profiles	ea.	$95.00	30.00%	$66.50
UC-OSP-106	Pole Load Analysis	ea.	$250.00	30.00%	$175.00
UC-OSP-107	Operator	hr.	$65.00	30.00%	$45.50
UC-OSP-108	Mini Excavator Usage	hr.	$105.00	30.00%	$73.50
HC-OSP-001	Slack Mgmt to support repair or construction activity (drop or rehang)	hr.	$50.00	30.00%	$35.00
HC-OSP-002	Troubleshoot Fiber, Isolate Problem	hr.	$64.29	30.00%	$45.00
HC-OSP-003	Field and Design	hr.	$68.57	30.00%	$48.00
HC-OSP-004	Permit	hr.	$50.00	30.00%	$35.00
HC-OSP-005	CAD to Bentley Data Conversion and Workstation Support	hr.	$68.57	30.00%	$48.00
HC-OSP-006	Print Reproduction (Utility Job Prints)	hr.	$50.00	30.00%	$35.00
HC-OSP-007	Disk Production (ring or job prints)	hr.	$50.00	30.00%	$35.00
HC-OSP-011	Supervisor Labor	hr.	$55.71	30.00%	$39.00
HC-OSP-012	Lineman Labor	hr.	$30.00	30.00%	$21.00
HC-OSP-013	3man line crew	hr.	$135.71	30.00%	$95.00
HC-OSP-014	Bucket Truck Usage	hr.	$107.14	30.00%	$75.00
HC-OSP-015	Digger Derrick Truck Usage (for placing telephone poles)	hr.	$178.57	30.00%	$125.00
	*ABV = Access By Vehicle				

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

Chris Gonzales
Key Account Manager - OSP
O: 512-712-4008 | M: 512-569-5309
www.brycomm.com
Security License #B17431

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
FIBER MAINTENANCE

(Via DIR Contract #[redacted])

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

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

I.

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

As described in the attached Statement of Work/Quote #[redacted], which is incorporated herein as if copied in full.

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

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $21,500.00.**

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

IV.

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

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

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

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

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

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

V.

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

A. As described in the attached Statement of Work/Quote #[redacted], which is incorporated herein as if copied in full;

B. [redacted]; and

C. Any required insurance certificates evidencing required coverages.

VI.

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

of The County other than what may be expressly allowed under this Contract.

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	Chris Gonzales
Authorized Signature	Authorized Signature
_____	Chris Gonzales
Printed Name	Printed Name
Date: _____ ____, 2022	Date: February 23, 2022

Exhibit(s)
Statement of Work/Quote # [redacted]

Commissioners Court - Regular Session **19.**

Meeting Date: 03/08/2022

NNWI donation to the County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a donation of materials from the National Neighborhood Watch Institute in support of the Williamson County Sheriff's Office Neighborhood Watch Program (pursuant to Tex. Loc. Gov't Code 81.032).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NNWI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:22 AM
Form Started By: Starla Hall		Started On: 03/03/2022 10:51 AM
Final Approval Date: 03/03/2022		

National Neighborhood Watch Institute
P.O. Box 4208, Santa Fe Springs, CA 90670-1208
(888) 669-4872 — FAX (888) 329-6694
(888) NNWI-USA — FAX (888) FAX-NNWI

INVOICE

Date	Invoice No.
2/3/22	2202056

TERMS: THIS INVOICE IS DUE AND PAYABLE NOW. It is past due on the day after the net date indicated below. If unpaid on that date, you, the Customer, by acceptance of this invoice and its terms, agree to pay 1¾% per month service charge (21% Annual Rate) — Minimum Charge $2.00 — and all reasonable costs of collection, including attorney's fees should such action be necessary.

PAID 02/03/22

Fed TIN # 95-2859371 A California Corporation

Sold to:

Williamson County Sheriff's Office
Starla Hall
508 S. Rock St.
Georgetown, TX 78626

Ship to:

Williamson County Sheriff's Office
Starla Hall
508 S. Rock St.
Georgetown, TX 78626

P.O. No.	Terms	Net Due Date	Ship Date	Ship Via	FOB
342318769	Master Card	2/3/22	2/3/22	UPS	Sta Fe Spgs

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
MSOS...	18" x 24" Large Reflective Aluminum NW WARNING SIGNS, Red Masked Bad Guy SHERIFF OFFICE Version	4	42.40	169.60
UPS-G...	UPS Ground Shipping Charge		39.19	39.19
	Subtotal			208.79
	ALL ITEMS BELOW ARE A DONATION to support Williamson County Sheriff's Office NW program			
MLD2K	3.5" x 3.5" STATIC KLING WINDOW WARNING DECALS, Masked Bad Guy/Law Enforcement Version, Pkg of 150 *50 sheets of 3 decals each	1	58.00	58.00T
HH	How to Start a Neighborghood Watch Program: Three Color Combo Version	1	2.00	2.00T
HP	Participants Handbook: Three Color Combo Version	1	3.00	3.00T
HS	Home and Personal Security Handbook: Three Color Combo Version	1	3.00	3.00T
Donati...	National Sheriff's Association donation to promote crime deterrence thru Neighborhood Watch		-66.00	-66.00
	Subtotal			0.00
	Out-of-state sale: If Sales or Use Tax is applicable pay it to your tax authority, sales tax not included on this invoice		0.00%	0.00

Thank you for payment in advance.
THIS INVOICE IS PAID IN FULL! Thank you.

Total $208.79

Payable upon receipt. Please remit to P.O. Box 4208, Santa Fe Springs, CA 90670-1208
Please indicate "Sold to:" name above and invoice number(s) on your remittance.

PLEASE PAY THIS AMOUNT IF NOT ALREADY PAID IN FULL

Commissioners Court - Regular Session **20.**

Meeting Date: 03/08/2022

508 Holly St, Building 2-IT Warehouse Overflow

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

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on space needs and allocation for 508 Holly St., Bldg. 2, Georgetown, to allow for the I.T. Department Warehouse Operations to use the building as necessary for overflow storage.

Background

The proposed space allocation is to allow for the I.T. Warehouse Operations to utilize Building # 2 at 508 Holly St as an overflow storage location for County assets awaiting disposition. This building has historically been used for Williamson County Sheriff's Office storage, but is no longer needed for that purpose and is underutilized in its' current state.

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	03/02/2022 10:00 AM
Form Started By: Wendy Danzoy		Started On: 03/01/2022 02:16 PM
Final Approval Date: 03/02/2022		

Commissioners Court - Regular Session **21.**

Meeting Date: 03/08/2022

Approval of Renewal #1 for Contract T3086 Portland Cement for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Contract T3086 Portland Cement, renewal option period 1, covering the term of March 9, 2022 – March 8, 2023, with the same terms and conditions with the exception of fee increases (detailed in the attached spreadsheet) and no longer using the Spreader Services. Per vendor, product I/II will be phased out and has been replaced with Portland Cement IL.

Background

This renewal recommendation is the first renewal for this contract. The Road and Bridge Department submitted a Vendor Performance Report (VPR) that reflects the vendor met all county requirements on this contract and request to renew. Renewal documentation and price increase bid tabulation is attached. The funding source is 01.0200.0210.003597. The department Point of Contact is James Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal form and tab

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/02/2022 11:15 AM
Purchasing (Originator)	Joy Simonton	03/02/2022 09:19 PM
Form Started By: Kim Chappius		Started On: 03/02/2022 08:31 AM
Final Approval Date: 03/02/2022		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods/Services	**Department:**	Road and Bridge
Vendor Name:	Martin Marietta		
Vendor Address:			
Purpose/Intended Use of Product or Service (summary):			
Portland Cement Renewal/Amendment			
P.O./Contract Number:	T3086	**Effective Date:**	3/09/2022
Purchaser/Contract Specialist:	Kim Chappius	**Expiration Date:**	3/08/2023
Requested By:	Kelly Murphy, Department Admin		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal with same terms and conditions with the exception of the fee increases (as detailed in the attached spreadsheet) and no longer using the Spreader Services. Per vendor, product I/II will be phased out and has been replaced with Portland Cement IL.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two(2) one (1) year renewal option periods:**

Renewal Option Period 1	March 09, 2022 – March 08, 2023
Initial Contract Period	March 09, 2021 – March 08, 2022

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

Vendor MARTIN MARIETTA

Name DeWitt CARNes

Title Sales MANAGER

Signature _____

Date MARCH 2, 2022

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

Bill Gravell Jr

Williamson County Judge

Signature _____

Date _____

WILLIAMSON COUNTY
1848

Williamson County AFFIDAVIT Authorized vendor representative

I hereby swear, affirm, and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a Genera Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

Contract Number:	
Contract Name:	
Name of Company:	MARTIN MARIETTA
Contact Person:	DeWitt CARNES
Phone:	512-658-5268
Email:	dewitt.carnes@MARTINMARIETTA.com
Date:	MARCH 2, 2022
Printed Name of Person Submitting Affidavit:	DeWITT CARNES
Signature of Person Submitting Affidavit:	

DeWitt Carnes

T3086 Portland Cement Renewal #1

Signature Requested:

Item #	Description	Unit	Expected Quantity	Unit Pricing - Delivered to WilCo Site 1	Unit Pricing Increase - Delivered to WilCo Site 1	Unit Pricing - Delivered to WilCo Site 2	Unit Pricing Increase - Delivered to WilCo Site 2	Unit Pricing - Delivered to WilCo Site 3	Unit Pricing Increase - Delivered to WilCo Site 3	Unit Pricing - Delivered to WilCo Site 4	Unit Pricing Increase - Delivered to WilCo Site 4	Unit Pricing - Delivered to WilCo Site 5	Unit Pricing Increase - Delivered to WilCo Site 5	Unit Pricing - Delivered to WilCo Site 6	Unit Pricing Increase - Delivered to WilCo Site 6	Unit Pricing - Delivered to WilCo Site 7	Unit Pricing Increase - Delivered to WilCo Site 7	Unit Pricing - Picked Up	Unit Pricing Increase - Picked Up
1	Portland Cement Type Replaced I/II with IL	Ton	800	$ 140.40	$162.25	$ 142.73	$166.16	$ 141.31	$163.73	$ 142.73	$164.09	$ 142.73	$165.07	$ 141.49	$165.57	$ 142.05	$164.09	$ 124.00	$140.00
	Percentage of Increase			16%		16%		16%		15%		16%		17%		16%		13%	

WilCo Site 1: 3151 SE Inner Loop, Georgetown, TX 78626
WilCo Site 2: 16350 FM 971, Granger, TX 76530
WilCo Site 3: 1000 S Main St, Taylor, TX 76574
WilCo Site 4: 15174 FM 112, Thrall, TX 76578
WilCo Site 5: 1020 FM 970, Florence, TX 76527
WilCo Site 6: 1494 CR 214, Liberty Hill, TX 78642
WilCo Site 7: 401 E Avenue L (FM 487), Jarrell, TX 76537

Commissioners Court - Regular Session **22.**

Meeting Date: 03/08/2022

Final plat for the Walnut Tree subdivision – Pct 4

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Walnut Tree subdivision – Precinct 4.

Background

This subdivision consists of 1 lot and no new roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

2021-11-30 – initial submittal of the final plat
2021-12-30 – 1st review complete with comments
2022-01-10 – 2nd submittal of final plat
2022-01-25 – 2nd review complete with comments
2022-01-28 – 3rd submittal of final plat
2022-02-11 – 3rd review complete with comments
2022-02-11 – 4th submittal of final plat
2022-02-15 – 4th review complete with comments clear
2022-03-01 – receipt of final plat with signatures
2022-03-03 – final plat placed on the March 8, 2022 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

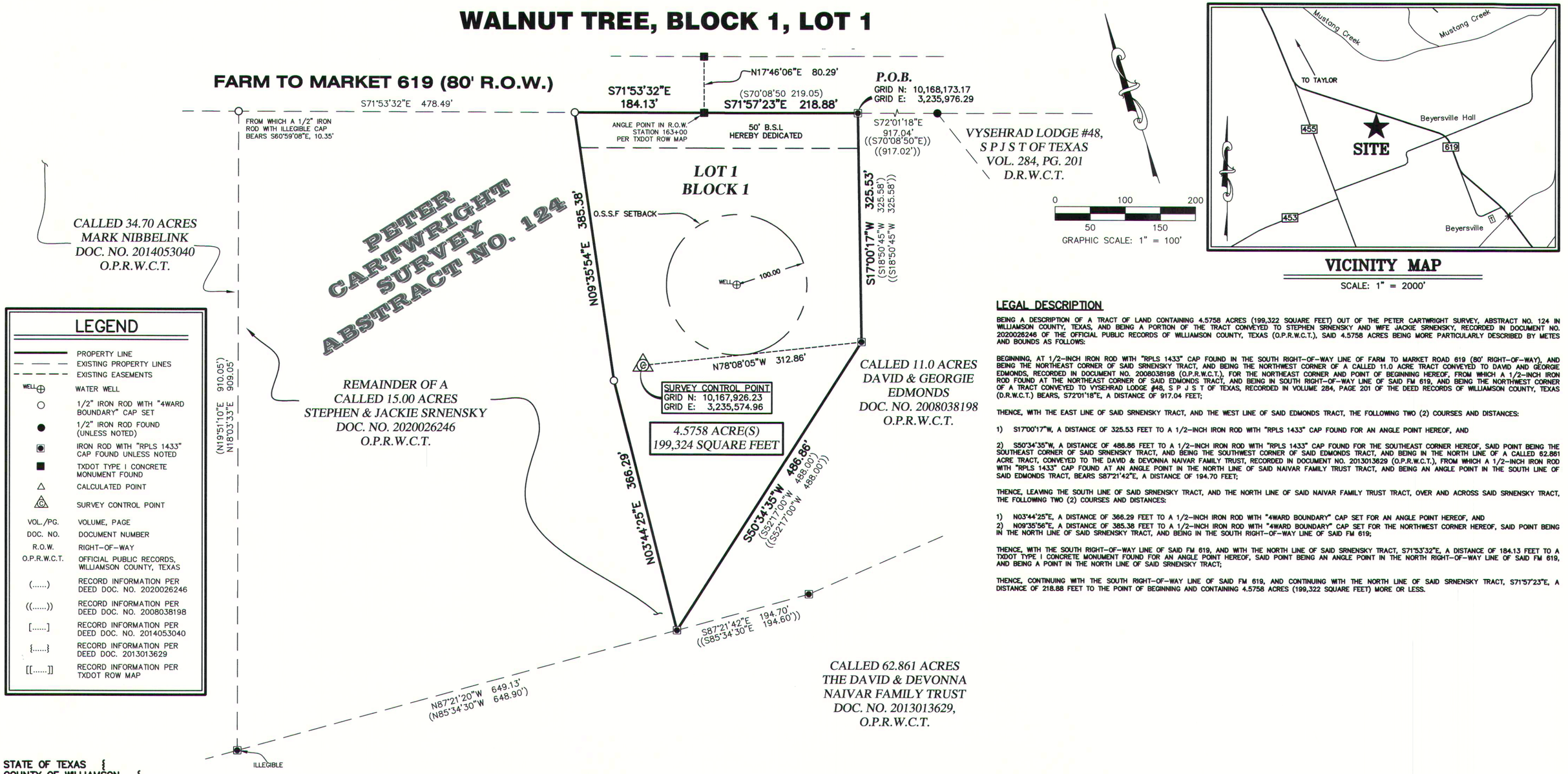
Attachments

minor plat - Walnut Tree Block 1 Lot 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:23 AM
Form Started By: Adam Boatright		Started On: 03/03/2022 11:01 AM
Final Approval Date: 03/03/2022		

WALNUT TREE, BLOCK 1, LOT 1



VICINITY MAP

SCALE: 1" = 2000'

LEGEND

———	PROPERTY LINE
— — —	EXISTING PROPERTY LINES
- - - -	EXISTING EASEMENTS
WELL ⊕	WATER WELL
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
▣	IRON ROD WITH "RPLS 1433" CAP FOUND UNLESS NOTED
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
ⓒ	SURVEY CONTROL POINT
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 2020026246
((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008038198
[.....]	RECORD INFORMATION PER DEED DOC. NO. 2014053040
{.....}	RECORD INFORMATION PER DEED DOC. 2013013629
[[.....]]	RECORD INFORMATION PER TXDOT ROW MAP

LEGAL DESCRIPTION

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 4.5758 ACRES (199,322 SQUARE FEET) OUT OF THE PETER CARTWRIGHT SURVEY, ABSTRACT NO. 124 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE TRACT CONVEYED TO STEPHEN SRNENSKY AND WIFE JACKIE SRNENSKY, RECORDED IN DOCUMENT NO. 2020026246 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 4.5758 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT 1/2-INCH IRON ROD WITH "RPLS 1433" CAP FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 619 (80' RIGHT-OF-WAY), AND BEING THE NORTHEAST CORNER OF SAID SRNENSKY TRACT, AND BEING THE NORTHWEST CORNER OF A CALLED 11.0 ACRE TRACT CONVEYED TO DAVID AND GEORGIE EDMONDS, RECORDED IN DOCUMENT NO. 2008038198 (O.P.R.W.C.T.), FOR THE NORTHEAST CORNER AND POINT OF BEGINNING HEREOF, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID EDMONDS TRACT, AND BEING IN SOUTH RIGHT-OF-WAY LINE OF SAID FM 619, AND BEING THE NORTHWEST CORNER OF A TRACT CONVEYED TO VYSEHRAD LODGE #48, S P J S T OF TEXAS, RECORDED IN VOLUME 284, PAGE 201 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.) BEARS, S72°01'18"E, A DISTANCE OF 917.04 FEET;

THENCE, WITH THE EAST LINE OF SAID SRNENSKY TRACT, AND THE WEST LINE OF SAID EDMONDS TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) S17°00'17"W, A DISTANCE OF 325.53 FEET TO A 1/2-INCH IRON ROD WITH "RPLS 1433" CAP FOUND FOR AN ANGLE POINT HEREOF, AND

2) S50°34'35"W, A DISTANCE OF 486.86 FEET TO A 1/2-INCH IRON ROD WITH "RPLS 1433" CAP FOUND FOR THE SOUTHEAST CORNER HEREOF, SAID POINT BEING THE SOUTHEAST CORNER OF SAID SRNENSKY TRACT, AND BEING THE SOUTHWEST CORNER OF SAID EDMONDS TRACT, AND BEING IN THE NORTH LINE OF A CALLED 62.861 ACRE TRACT, CONVEYED TO THE DAVID & DEVONNA NAIVAR FAMILY TRUST, RECORDED IN DOCUMENT NO. 2013013629 (O.P.R.W.C.T.), FROM WHICH A 1/2-INCH IRON ROD WITH "RPLS 1433" CAP FOUND AT AN ANGLE POINT IN THE NORTH LINE OF SAID NAIVAR FAMILY TRUST TRACT, AND BEING AN ANGLE POINT IN THE SOUTH LINE OF SAID EDMONDS TRACT, BEARS S87°21'42"E, A DISTANCE OF 194.70 FEET;

THENCE, LEAVING THE SOUTH LINE OF SAID SRNENSKY TRACT, AND THE NORTH LINE OF SAID NAIVAR FAMILY TRUST TRACT, OVER AND ACROSS SAID SRNENSKY TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) N03°44'25"E, A DISTANCE OF 366.29 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, AND
2) N09°35'56"E, A DISTANCE OF 385.38 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR THE NORTHWEST CORNER HEREOF, SAID POINT BEING IN THE NORTH LINE OF SAID SRNENSKY TRACT, AND BEING IN THE SOUTH RIGHT-OF-WAY LINE OF SAID FM 619;

THENCE, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID FM 619, AND WITH THE NORTH LINE OF SAID SRNENSKY TRACT, S71°53'32"E, A DISTANCE OF 184.13 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND FOR AN ANGLE POINT HEREOF, SAID POINT BEING AN ANGLE POINT IN THE NORTH RIGHT-OF-WAY LINE OF SAID FM 619, AND BEING A POINT IN THE NORTH LINE OF SAID SRNENSKY TRACT;

THENCE, CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID FM 619, AND CONTINUING WITH THE NORTH LINE OF SAID SRNENSKY TRACT, S71°57'23"E, A DISTANCE OF 218.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.5758 ACRES (199,322 SQUARE FEET) MORE OR LESS.

STATE OF TEXAS {
COUNTY OF WILLIAMSON {

KNOW ALL MEN BY THESE PRESENTS

I, STEPHEN AND JACKIE SRNENSKY, OWNER OF 4.578 ACRES (199,322 SQ. FT.) TRACT OF LAND BEING A PORTION OF THE REMAINDER OF A CALLED 15.00 ACRES AS DESCRIBED IN DOCUMENT NUMBER. 2020026246 OF THE DEED RECORDS WILLIAMSON, COUNTY, [AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND], AND DO HEREBY PLAT SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS

WALNUT TREE, BLOCK 1, LOT 1

TO CERTIFY WHICH, WITNESS BY MY HAND THIS DAY OF February 25, 2022

Stephen Srnensky Jackie Srnensky
STEPHEN AND JACKIE SRNENSKY
10011 FM 619
TAYLOR, TEXAS 76574

STATE OF TEXAS {
COUNTY OF WILLIAMSON {

KNOW ALL MEN BY THESE PRESENTS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF February 25, 2022

Jamie Kaatz
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 7-31-2022

JAMIE KAATZ
My Notary ID # 6145469
Expires July 31, 2022

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 24 DAY OF February, 2022 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

SURVEYOR'S CERTIFICATION:

I, JASON WARD, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

2/11/2022
JASON WARD, R.P.L.S. DATE
TEXAS REGISTRATION NO. 5811
2201 WOODWARD ST.
AUSTIN TEXAS 78744

STATE OF TEXAS REGISTERED JASON WARD 5811 PROFESSIONAL LAND SURVEYOR

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF) APPROVAL:

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

Adam D. Boatright for 3/3/2022
J. TERRON EVERTSON, P.E. D.R. C.F.M. DATE
WILLIAMSON COUNTY ENGINEER
Adam D. Boatright

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.0000122491552.

SURVEY CONTROL:

CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL – 4203) AND ELEVATIONS (NAVD88) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4 WARD STATIC DATA COLLECTED FEB 26, 2020.

LOT SUMMARY:

TOTAL NUMBER OF LOTS : 1
TOTAL NUMBER OF BLOCKS : 1

LOT 1 (RESIDENTIAL) 4.5758 ACRES (199,322 SQ. FT.)
TOTAL 4.5758 ACRES (199,322 SQ. FT.)

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

Date:	2/11/2022
Project:	01080
Scale:	1" = 100
Reviewer:	PG
Tech:	SZG
Field Crew:	NH/JJ
Survey Date:	OCT. 2021
Sheet:	1 OF 1

P:\01080\Dwg\01080_WALNUT TREE PLAT.dwg

PLAT NOTES:

1. UTILITY PROVIDERS – WATER: MANVILLE WATER SUPPLY CORPORATION; SEWER SERVICE: SEWER SERVICE WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES; ELECTRICITY: ONCOR ELECTRIC.

2. THERE ARE NOT AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP 48491C0575F, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED DECEMBER, 20 2019.

3. ALL MINIMUM YARD (BUILDING) SETBACKS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE, AS AMENDED.

4. NO BUILDING PERMIT WILL BE ISSUED FOR THIS LOT UNTIL UTILITIES ARE EXTENDED TO IT.

5. 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.

6. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICHLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.

7. 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.

8. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.

9. 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.

10. DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

11. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

12. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY OR THE CITY OF GEORGETOWN, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

13. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STTREES IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

14. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS. (WCSR 8.6)

FLOODPLAIN NOTE:

THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON F.I.R.M. MAP NO. 48491C0575F, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED DECEMBER 20, 2019.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

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

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

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

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_____, 2022 A.D., AT _____O'CLOCK, _____.M., AND DULY RECORDED THIS THE DAY OF _____, 2022 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.

BY: _____, DEPUTY
NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

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

Date:	2/11/2022
Project:	01080
Scale:	1" = 60'
Reviewer:	JSW
Tech:	JB
Field Crew:	NH/JJ
Survey Date:	SEP. 2020
Sheet:	1 OF 1

P:\01080\Dwg\01080_WALNUT TREE PLAT.dwg

Commissioners Court - Regular Session **23.**

Meeting Date: 03/08/2022

Final plat for the Santa Rita Ranch Phase 1 Section 10 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 final plat for the Santa Rita Ranch Phase 1, Section 10 subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 1 development. It consists of 17 single family lots, 1 drainage/utility/open space lot and 876 feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of $383,032.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2022-01-28 – initial submittal of the final plat
2022-02-01 – receipt of financial security for the remaining construction
2022-02-25 – 1st review complete with comments clear
2022-03-01 – receipt of final plat with signatures
2022-03-03 – final plat placed on the March 8, 2022 Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

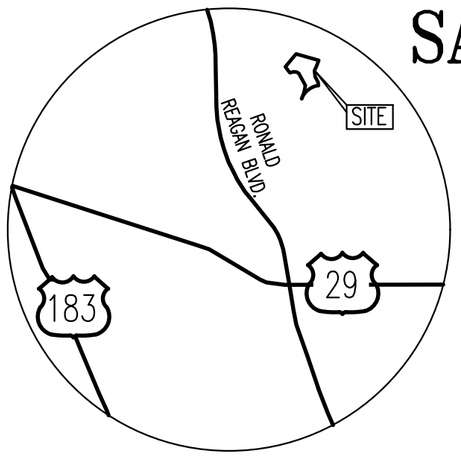
final plat - Santa Rita Ranch Ph 1 Sec 10

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:23 AM
Form Started By: Adam Boatright		Started On: 03/03/2022 11:07 AM
Final Approval Date: 03/03/2022		

SANTA RITA RANCH PHASE 1, SECTION 10

FINAL PLAT



SRFV DEVELOPMENT, LLC.
(507.772 AC)
DOC. NO. 2020153944

B. MANLOVE SURVEY
ABSTRACT NO. 417

LEGEND

⊕	BENCHMARK
●	CAPPED 1/2" IRON ROD SET
○	CAPPED 1/2" IRON ROD FOUND
1	LOT NUMBER
Ⓐ	BLOCK DESIGNATION
B.S.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
L.S.E.	LANDSCAPE EASEMENT
O.S.	OPEN SPACE
· · · · · ·	APPROXIMATE LOCATION OF PROPOSED SIDEWALK

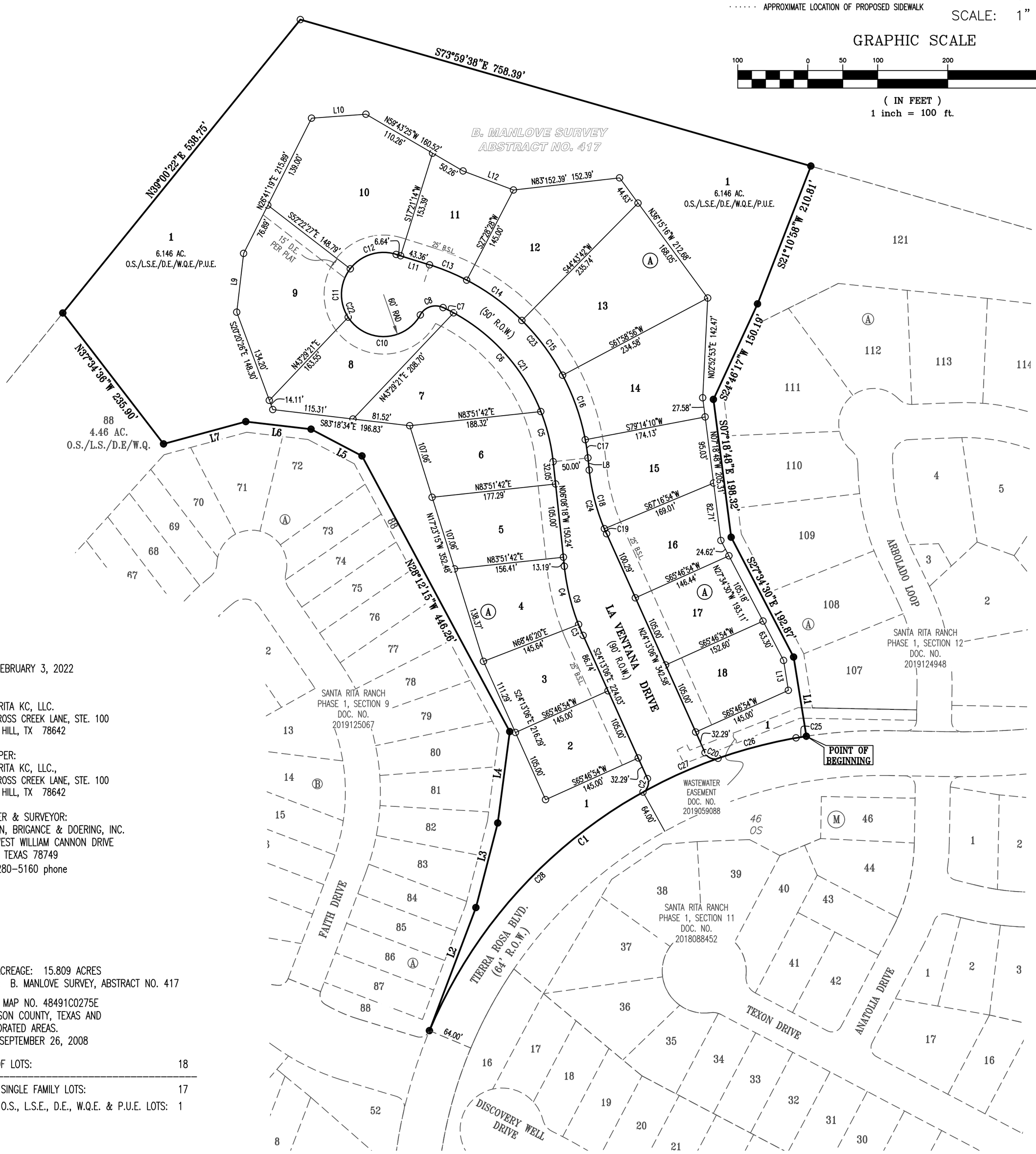
north

SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



DATE: FEBRUARY 3, 2022

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

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

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

TOTAL ACREAGE: 15.809 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417

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

TOTAL OF LOTS:	18
NO. OF SINGLE FAMILY LOTS:	17
NO. OF O.S., L.S.E., D.E., W.Q.E. & P.U.E. LOTS:	1

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
LA VENTANA DRIVE	876'	VARIES	VARIES	25 M.P.H.	PUBLIC	LOCAL
TOTAL	876'					

SHEET NO. 1 OF 3

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

PATH–J: \AC3D\5156\Survey\SRR PH 1 SEC 10 FINAL PLAT

SANTA RITA RANCH PHASE 1, SECTION 10
FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 15.809 ACRE TRACT OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 40.30 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2008093412, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.TX.), BEING ALSO A PORTION OF A CALLED 104.94 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2010078403, O.P.R.W.C.TX., BEING ALSO A PORTION OF A CALLED 38.231 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2013102456, O.P.R.W.C.TX., SAID 15.809 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH CAPPED IRON ROD FOUND, STAMPED "CBD SETSTONE", BEING IN THE NORTH RIGHT-OF-WAY LINE OF TIERRA ROSA BOULEVARD (64' R.O.W.), BEING ALSO THE SOUTHERNMOST CORNER OF LOT 121, BLOCK A, SANTA RITA RANCH, PHASE 1, SECTION 12, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2019124948, O.P.R.W.C.TX., FOR THE SOUTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF TIERRA ROSA BLVD. (64' R.O.W.), ACROSS SAID 104.94 ACRE TRACT AND SAID 40.30 ACRE TRACT, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 698.14 FEET, AN ARC LENGTH OF 713.29 FEET, AND WHOSE CHORD BEARS S52°00'42"W A DISTANCE OF 682.67 FEET, TO A 1/2 INCH IRON ROD FOUND IN THE EASTERN LINE OF LOT 88, BLOCK A, SANTA RITA RANCH, PHASE 1, SECTION 9 SUBDIVISION, RECORDED IN DOCUMENT NUMBER 2019125067, O.P.R.W.C.TX., FOR THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE EASTERN LINE OF SAID LOT 88, BLOCK A, SANTA RITA RANCH, PHASE 1, SECTION 9 SUBDIVISION, AND ACROSS SAID 40.30 ACRE TRACT, SAID 104.94 ACRE TRACT, AND SAID 38.231 ACRE TRACT, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

1. N20°40'49"E, A DISTANCE OF 187.72 FEET TO A 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER
2. N14°29'34"E, A DISTANCE OF 124.69 FEET TO A 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
3. N07°26'34"E, A DISTANCE OF 131.59 FEET TO A 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
4. N28°12'15"W, A DISTANCE OF 446.26 FEET TO A 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
5. N62°16'27"W, A DISTANCE OF 82.05 FEET TO A 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
6. N83°21'10"W, A DISTANCE OF 93.84 FEET TO A 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
7. S74°47'44"W, A DISTANCE OF 121.71 FEET TO A 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER, AND
8. N37°34'36"W, A DISTANCE OF 235.90 FEET TO A 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING THE NORTHERNMOST CORNER OF SAID LOT 88, BLOCK A, SANTA RITA RANCH, PHASE 1, SECTION 9 SUBDIVISION, BEING ALSO IN THE COMMON LINE OF SAID 38.321 ACRE TRACT AND A CALLED 507.772 ACRE TRACT OF LAND CONVEYED TO SRFV DEVELOPMENT, LLC., IN DOCUMENT NUMBER 2020153944, FOR THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID 38.231 ACRE TRACT AND SAID 507.772 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1. N39°00'22"E, A DISTANCE OF 538.75 FEET TO A 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
2. S73°59'38"E, A DISTANCE OF 758.39 FEET TO A 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING THE NORTHERNMOST CORNER OF SAID LOT 121, BLOCK A, SANTA RITA RANCH, PHASE 1, SECTION 12 SUBDIVISION, FOR THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE WESTERN LINE OF SAID LOT 121, BLOCK A, SANTA RITA RANCH, PHASE 1, SECTION 12 SUBDIVISION, AND ACROSS SAID 38.231 ACRE TRACT, SAID 104.94 ACRE TRACT, AND SAID 40.30 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

1. S21°10'58"W, A DISTANCE OF 210.71 FEET TO A 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
2. S24°46'17"W, A DISTANCE OF 150.19 FEET TO A 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
3. S07°18'18"E, A DISTANCE OF 198.32 FEET TO A 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
4. S27°34'30"E, A DISTANCE OF 192.87 FEET TO A 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER, AND
5. S09°04'16"E, A DISTANCE OF 114.36 FEET TO THE POINT OF BEGINNING, AND CONTAINING 15.809 ACRES OF LAND

GENERAL:

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

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
4. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION IWTH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

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

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
6. A PUBLIC UTILITY EASEMENT 15 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Line Table		
Line #	Length	Direction
L1	114.36	S09°04'46"E
L2	187.72	N20°40'49"E
L3	124.69	N14°29'34"E
L4	131.59	N07°26'34"E
L5	82.05	N62°16'27"W
L6	93.84	N83°21'10"W
L7	121.71	S74°47'44"W
L8	17.37	N06°08'18"W
L9	84.46	N06°42'50"E
L10	77.91	S85°51'14"W
L11	50.00	N72°38'46"W
L12	77.09	N69°19'23"W
L13	43.31	S09°04'46"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	713.29	698.14	S52°00'42"W	682.67	391.29	58°32'21"
C2	22.30	15.00	N18°22'07"E	20.30	13.79	85°10'26"
C3	16.96	325.00	S22°43'23"E	16.96	8.48	2°59'26"
C4	85.59	325.00	S13°40'59"E	85.35	43.05	15°05'22"
C5	73.83	275.00	N13°49'47"W	73.61	37.14	15°22'58"
C6	191.85	275.00	N41°30'24"W	187.98	100.01	39°58'17"
C7	16.86	275.00	N63°14'57"W	16.86	8.43	3°30'49"
C8	37.50	25.00	S72°01'04"W	34.08	23.29	85°57'08"
C9	102.56	325.00	S15°10'42"E	102.13	51.71	18°04'48"
C10	123.99	60.00	N88°14'37"E	103.08	100.66	118°24'14"
C11	73.49	60.00	S02°32'09"W	68.98	42.15	70°10'49"
C12	73.02	60.00	S72°29'23"W	68.60	41.80	69°43'41"
C13	57.41	325.00	N67°35'09"W	57.33	28.78	10°07'14"
C14	97.87	325.00	N53°53'55"W	97.50	49.31	17°15'14"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C15	97.87	325.00	N36°38'41"W	97.50	49.31	17°15'14"
C16	97.87	325.00	N19°23'27"W	97.50	49.31	17°15'14"
C17	26.24	325.00	N08°27'04"W	26.23	13.13	4°37'32"
C18	86.81	300.00	S14°25'42"E	86.51	43.71	16°34'48"
C19	7.85	300.00	S23°28'06"E	7.85	3.93	1°29'59"
C20	22.30	15.00	S66°48'20"E	20.30	13.79	85°10'29"
C21	282.54	275.00	N35°34'20"W	270.28	155.17	58°52'04"
C22	270.50	60.00	S21°48'08"E	93.05	73.68	258°18'44"
C23	377.25	325.00	N39°23'32"W	356.43	213.11	66°30'28"
C24	94.67	300.00	S15°10'42"E	94.27	47.73	18°04'48"
C25	15.00	698.14	S80°39'55"W	15.00	7.50	1°13'52"
C26	115.05	698.14	S75°19'44"W	114.92	57.65	9°26'30"
C27	117.62	698.14	S65°46'54"W	117.48	58.95	9°39'11"
C28	465.62	698.14	S41°50'56"W	457.04	241.84	38°12'48"

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

PATH-J:\AC3D\5156\Survey\SRR PH 1 SEC 10 FINAL PLAT

SANTA RITA RANCH PHASE 1, SECTION 10
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT OF, SANTA RITA KC, LLC, OWNER OF THAT CALLED 40.30 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, IN DOCUMENT NUMBER 2008093412, THAT CALLED 104.94 ACRE TRACT CONVEYED TO SANTA RITA KC, LLC, IN DOCUMENT NUMBER 2010078403, AND THAT CALLED 38.231 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2013102456, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

"SANTA RITA RANCH PHASE 1, SECTION 10"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 7th DAY OF February, 20 22.

SANTA RITA KC, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

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

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

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

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 7th DAY OF FEBRUARY, 2022, A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

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

CONSENT OF MORTGAGEE

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

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: Jason Rangel
TITLE: First Vice President

STATE OF TEXAS
COUNTY OF Travis

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 7 DAY OF February, A.D., 2022.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernández

MY COMMISSION EXPIRES 6-2-2024

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

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

CITY OF LIBERTY HILL APPROVAL

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

_____ 2-11-22
JOHN BYRUM, DIRECTOR OF PLANNING — DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME & 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 7 DAY OF February, 2022 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C-0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

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

ENGINEERING BY: _____ 2/7/2022
STEVEN P. CATES, P.E. NO. 93648 — DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

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

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

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

STATE OF TEXAS:

COUNTY OF TRAVIS:

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

SURVEYED BY: _____ 07Feb 2022
AARON V. THOMASON, R.P.L.S. NO. 6214 — DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

SHEET NO. 3 OF 3

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

PATH-J: \AC3D\5156\Survey\SRR PH 1 SEC 10 FINAL PLAT

Commissioners Court - Regular Session **24.**

Meeting Date: 03/08/2022

Preliminary plat for the Saddleback at Santa Rita Ranch Phase 2 subdivision – Pct 2

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Saddleback at Santa Rita Ranch Phase 2 subdivision – Precinct 2.

Background

This proposed subdivision consists of 751 single family lots, 1 commercial lot, 2 open space/water quality/drainage/landscape/utility lots, 10 open space/landscape/utility lots and 33,333 feet of new public roads on 214.92 acres.

Timeline

2021-12-22 – initial submittal of the preliminary plat
2022-01-21 – 1st review complete with comments
2022-02-22 – 2nd submittal of preliminary plat
2022-03-01 – 2nd review complete with comments
2022-03-01 – 3rd submittal of preliminary plat
2022-03-03 – 3rd review complete with comments clear
2022-03-03 – preliminary plat placed on the March 8, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Saddleback at Santa Rita Ranch Ph 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:57 AM
Form Started By: Adam Boatright		Started On: 03/03/2022 11:12 AM
Final Approval Date: 03/03/2022		

GENERAL:

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

DRAINAGE AND FLOODPLAIN:

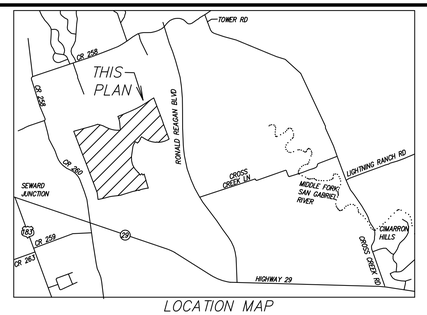
THE DEVELOPED 100-YR FLOODPLAIN BY ATLAS 14 SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED DECEMBER 22, 2021. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE SEPTEMBER 26,2008 FOR WILLIAMSON COUNTY, TEXAS.

WATER AND WASTEWATER:

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

ROADWAY AND RIGHT OF WAY:

8. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.



LOCATION MAP

LEGEND

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

TOTAL OF LOTS	763
SINGLE FAMILY LOTS:	751
O.S., W.Q.E., D.E., P.U.E. & L.S.E LOTS:	2
O.S., P.U.E. & L.S.E LOTS:	10

SCALE: 1" = 200'

Curve Table			
Curve #	Length	Radius	Delta
C1	67.976	770.000	005.0581
C2	23.572	15.000	090.0371
C3	23.562	15.000	090.0000
C4	23.562	15.000	090.0000
C5	23.562	15.000	090.0000
C6	508.082	1020.000	028.5402
C7	24.277	15.000	092.7326
C8	24.190	15.000	092.4001
C9	487.724	1022.303	027.3349
C10	703.243	4070.570	009.8986
C11	143.426	4070.570	002.0188
C12	325.802	1020.000	018.3011
C13	475.350	1033.370	026.3560
C14	313.609	1180.969	015.2150
C15	338.430	4070.570	004.7636

Line Table		
Line #	Length	Direction
L1	122.408	S80° 17' 43.57"W
L2	54.213	S79° 54' 11.91"W
L3	71.046	S78° 01' 08.88"W
L4	190.281	S76° 31' 26.07"W
L5	24.115	N25° 16' 24.11"W
L6	44.064	S57° 04' 18.89"W
L7	53.752	S67° 35' 57.21"W
L8	98.639	S75° 44' 34.79"W
L9	177.609	S78° 45' 49.58"W
L10	57.947	S89° 21' 19.12"W
L11	75.000	S36° 07' 38.35"E
L12	97.588	N50° 51' 36.81"E
L13	137.617	S33° 56' 01.26"E
L14	14.615	N56° 03' 58.74"E
L15	50.000	S33° 56' 01.26"E
L16	138.386	S42° 18' 28.23"E
L17	96.159	S36° 25' 00.89"E
L18	96.512	S29° 22' 08.69"E
L19	85.098	S22° 25' 52.00"E
L20	155.303	S12° 28' 08.54"E

Line Table		
Line #	Length	Direction
L21	50.000	S00° 59' 34.84"E
L22	116.512	S12° 38' 27.22"W
L23	115.863	S21° 19' 45.78"W
L24	78.651	S31° 37' 06.38"W
L25	114.990	N58° 22' 53.62"W
L26	50.006	S31° 37' 06.38"W
L27	132.397	S31° 37' 06.38"W
L28	120.000	S31° 37' 06.38"W
L29	60.000	N58° 22' 53.62"W
L30	109.247	N58° 22' 53.62"W
L31	60.001	N89° 24' 17.78"W
L32	31.300	S60° 32' 51.87"W
L33	4.065	S76° 49' 06.22"W
L34	431.140	N56° 46' 42.92"E
L35	316.652	N66° 41' 43.26"E
L36	201.926	N68° 43' 11.48"E
L37	4.246	N23° 37' 13.33"W
L38	34.164	N41° 34' 47.97"E
L39	66.279	N88° 29' 16.62"E
L40	181.232	S65° 03' 30.28"E

TOTAL: 751 SF LOTS

DATE: DECEMBER 22, 2021

OWNER:
HFIC - SP INVESTMENTS, LP
7143 VALBURN DRIVE
AUSTIN, TEXAS 78731

DEVELOPER:
PULTE HOMES OF TEXAS, LP.
9401 AMBERGLEN BLVD., BLDG. 1
SUITE 150
AUSTIN, TEXAS 78729

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5701 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 214.92 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417

STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASS	TYPE
ARDMORE STREET	PUBLIC	60'	40' FACE TO FACE	4'	25 MPH	1,117	COLLECTOR	URBAN
BARNETT PASS	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	472	COLLECTOR	URBAN
CASCABEL LOOP	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	3,004	LOCAL	URBAN
CRESTED BIRD BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	2,082	LOCAL	URBAN
DONOVAN DRIVE	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	255	COLLECTOR	URBAN
DONOVAN DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	172	LOCAL	URBAN
DROVER BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	3,974	LOCAL	URBAN
KESWICK CIRCLE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	191	LOCAL	URBAN
KESWICK STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	274	LOCAL	URBAN
LAMBERT LANE	PUBLIC	60'	40' FACE TO FACE	4'	25 MPH	187	COLLECTOR	URBAN
LILLY WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,830	LOCAL	URBAN
LOVETT LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	600	LOCAL	URBAN
MAYFAIR DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,038	LOCAL	URBAN
NEW SEASON DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	762	LOCAL	URBAN
PALO LADO STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,020	LOCAL	URBAN
PASEO PASS	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	268	COLLECTOR	URBAN
PASEO PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,429	LOCAL	URBAN
RIDGE VALLEY COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	116	LOCAL	URBAN
RIDGE VALLEY DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,474	LOCAL	URBAN
SADDLEBACK PARKWAY	PUBLIC	120'	48' FACE TO FACE	4'	45 MPH	3,570	COLLECTOR (Future Arterial)	URBAN
SAINTSBURY LOOP	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	4,938	LOCAL	URBAN
SAINTSBURY LOOP	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	249	COLLECTOR	URBAN
SAN RUFINO COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	148	LOCAL	URBAN
SAN RUFINO STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,001	LOCAL	URBAN
SERRETA LANE	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	570	COLLECTOR	URBAN
SERRETA LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	438	LOCAL	URBAN
TOWER ROAD	PUBLIC	120'	48' FACE TO FACE	4'	45 MPH	2,154	COLLECTOR (Future Arterial)	URBAN
TOTAL LINEAR FOOTAGE OF STREETS:						**33,333 L.F.**		

DESIGNED BY: SPC | DRAFTED BY: MB

DATE | REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. Austin, Texas 78749
North Office: 12129 RR 620 N. #300, Austin, Texas 78750
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET NAME: OVERALL PRELIMINARY PLAT
JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 2
PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
3-1-2022

DATE: DEC 2021
JOB NUMBER: 5209
SHEET: 1 OF 4
SHEET NO.: 1

FILE PATH: J:\ACAD\5209\dwg\5209-PRELIM PLAN.dwg - Mar 01, 2022 - 7:18pm

LOT 1

THE AMENDED LARRY R. JOHNSON SUBDIVISION CAB. G, SLD. 167

LOT 3

MARK KUHANECK, ET AL (1.00 AC.) DOC. NO. 2014036419

TRACY COLE (1.902 AC.) DOC. NO. 2020134221

LINDA DALE WATTS (15.0347 AC.) DOC. NO. 199933343

N20°44'43"W 1054.99'

N21°39'23"W 383.40'

N74°29'23"E 759.92'

CR 258 (ROW VARIES)

TOWER ROAD (120' ROW)

COMMERCIAL LOT (7.80 AC.)

203 O.S., W.Q.E., D.E., L.S.E., & P.U.E.

SADDLEBACK PARKWAY (120' ROW)

N05°19'09"W 271.82'

S06°22'31"W 368.33'

SADDLEBACK PHASE 1 SECTION 2

DROVER BEND (50' ROW)

NEW SEASON DRIVE (50' ROW)

PALO LADO STREET (50' ROW)

PASEO PASS (50' ROW)

SAINTSBURY LOOP (50' ROW)

RIDGE VALLEY DRIVE (50' ROW)

RIDGE VALLEY COURT

DONOVAN DRIVE (60' ROW)

KESWICK CIRCLE

KESWICK STREET (50' ROW)

LILLY WAY (50' ROW)

SECTION 2

SECTION 3

SECTION 4

SECTION 6

204 O.S., L.S.E. & P.U.E.

205 O.S., L.S.E. & P.U.E.

15' W.W. EASEMENT

15' D.E.

LEGEND

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

0 100' 200'

SCALE: 1" = 100'

DESIGNED BY: SPC

DRAFTED BY: MB

DATE

REVISION

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

SHEET NAME: PRELIMINARY PLAT 100 SCALE (1 OF 3)

JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 2

PROJECT: PRELIMINARY PLAT

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

3-1-2022

DATE: DEC 2021

JOB NUMBER: 5209

SHEET: 2 OF 4

SHEET NO.: 2

FILE PATH: J:\ACD\5209\dwg\5209-PRELIM PLAN_1_18946_a3d4d458-ac5.dwg - Mar 01, 2022 - 7:27pm

LEGEND

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

SCALE: 1" = 100'

DESIGNED BY: SPC	DRAFTED BY: MB

DATE

REVISION

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

SHEET NAME: PRELIMINARY PLAT 100 SCALE (2 OF 3)

JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 2

PROJECT: PRELIMINARY PLAT

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

3-1-2022

DATE: DEC 2021

JOB NUMBER: 5209

SHEET: 3 OF 4

SHEET NO.: 3

FILE PATH: J:\ACD\5209\dwg\5209-PRELIM PLAN_1_1846_a3d4d59.srf.dwg - Mar 01, 2022 - 7:27pm

LEGEND

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

0 200' 400'

SCALE: 1" = 200'

DESIGNED BY: SPC	DRAFTED BY: MB

DATE

REVISION

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

SHEET NAME: PRELIMINARY PLAT 100 SCALE (3 OF 3)

JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 2

PROJECT: PRELIMINARY PLAT

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

3-1-2022

DATE: DEC 2021

JOB NUMBER: 5209

SHEET: 4 OF 4

SHEET NO.: 4

FILE PATH: J:\ACAD\5209\dwg\5209-PRELIM PLAN_1_18846_a3df4459-sv5.dwg - Mar 01, 2022 - 7:28pm

Commissioners Court - Regular Session **25.**

Meeting Date: 03/08/2022

Indigent/Abandoned Burial

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Otis T. Clark) who passed away in Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	03/02/2022 10:01 AM
Form Started By: Andrea Schiele		Started On: 03/02/2022 08:39 AM
Final Approval Date: 03/02/2022		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Otis T. Clark)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Otis T. Clark (SSN xxx-xx-7214) passed away on February 14, 2022 at the age of 67 in Williamson County, Texas while residing at: 2308 Live Oak Circle, Round Rock TX 78681.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified on the facts of this case for indigent burial; therefore, the county has

discretion to cover the costs of interment.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of March, 2022.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **26.**

Meeting Date: 03/08/2022

Purchasing Month Proclamation and NPI Achievement of Excellence in Public Procurement Recognition for Purchasing Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on proclaiming the month of March 2022 as Purchasing Month and recognizing the Purchasing Department as a recipient of the 2021 Achievement of Excellence in Public Procurement Award by the National Procurement Institute (NPI).

Background

The National Institute of Governmental Purchasing (NIGP) has proclaimed the month of March as Purchasing Month for the awareness of the purchasing professional's role in supporting government officials. Please see proclamation as attached.

In addition, the Williamson County Purchasing Department received the Achievement of Excellence in Procurement Award for 2021 recognizing the Department as one of the top organizations at all levels of public purchasing (city, county, school district, state, higher education and non-profits) in the country, being one of 45 agencies in Texas and one of 41 counties in the nation. The Achievement of Excellence in Procurement Award is nationally and internationally recognized as the gold standard for the achievement of excellence, innovation and best practices in the profession of public procurement.

The 2021 award represents the 22nd consecutive year that Williamson County has achieved this prestigious honor and recognition. The award criteria have evolved since the award’s inception to reflect changes that have occurred in areas such as technology, while maintaining the high standards and insistence on public procurement best practices. In 1995, the National Procurement Institute, Inc. (NPI) established this program designed to recognize organizational excellence in public procurement. The Achievement of Excellence in Procurement® (AEP) is awarded annually. This award is earned by those organizations that demonstrate excellence by obtaining a high score based on standardized criteria. The criteria are designed to measure Innovation, Professionalism, Productivity, E-procurement, and Leadership attributes of the procurement organization. National and international sponsors include: the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Florida Association of Public Procurement Officials (FAPPO), the Institute for Supply Management (ISM), the National Institute for Public Procurement (NIGP), the National Association of State Procurement Officials (NASPO), the National Association of Educational Procurement (NAEP), the Texas Public Purchasing Association (TxPPA), and the Canadian Public Procurement Council (CPPC).

Additionally, the Williamson County Purchasing Department wishes to recognize county employees who have made a positive impact on the purchasing profession by being excellent team players. The following employees are being recognized for their support of the County’s Purchasing Policy and processes:

Damaris Morales, Emergency Services
Kirk Becker, EMS
Kelly Murphy, Road and Bridge
Vicky Edwards, Road and Bridge
Benita Bonner, Parks
Abigail Dass, SO/Jail
Minnie Beteille, IT
Michael Foster, IT

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Purchasing Proclamation
NPI Press Release
Award Letter
Vendor Forum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/03/2022 07:26 AM
County Judge Exec Asst.	Becky Pruitt	03/03/2022 08:55 AM
Form Started By: Kerstin Hancock		Started On: 02/15/2022 01:17 PM
Final Approval Date: 03/03/2022		

WILLIAMSON COUNTY
1848

Purchasing Department

Proclamation
Williamson County, Texas
Purchasing Month
March 2022

WHEREAS The Williamson County Purchasing Department serves to acquire goods and services essential to the efficiency and effectiveness of Williamson County government for the best value possible in compliance with the Texas Local Government Code and the policies set forth by the Commissioners Court.

WHEREAS The Williamson County Procurement Department professionals recognize, practice, and support the public procurement values and guiding principles of Accountability, Ethics and Impartiality, Professionalism, Service and Transparency, established by The National Institute of Governmental Purchasing (NIGP), as fundamental tenets of the Public Procurement profession.

WHEREAS, Texans should be made aware of the savings of tax dollars, the discovery of innovative solutions and career opportunities to be found in professional procurement.

NOW THEREFORE BE IT RESOLVED that the Commissioners Court of Williamson County, Texas hereby proclaims the month of March 2022 as:

"Purchasing Month"

In Williamson County, Texas and urges all citizens to join the Williamson County Commissioners Court in recognizing the role of the Purchasing profession within business, industry, and government.

IN WITNESS WHEROF, I have hereunto set my hand and caused the SEAL of Williamson County to be affixed this 8th day of March 2022

_____

Bill Gravell, Williamson County Judge

PRESS RELEASE

CONTACT: Brian P. Garrity, CPSM, C.P.M., CPPB
Achievement of Excellence in Procurement® Officer
PO Box 29000, Presidio Station
San Francisco, CA 94129-0601
Phone: 415-923-2208, E-Mail: bgarrity@goldengate.org

The Williamson County Purchasing Department has been awarded the prestigious 26th Annual Achievement of Excellence in Procurement® (AEP) for 2021 from the National Procurement Institute, Inc. (NPI). The AEP Award is earned by public and non-profit agencies that demonstrate a commitment to procurement excellence. This annual program recognizes procurement organizations that embrace Innovation, Professionalism, Productivity, Leadership and e-Procurement.

The AEP program encourages the development of excellence as well as continued organizational improvement to earn the award annually.

For 2021, there were 181 successful applicants including 64 cities, 41 counties, 36 special districts, 19 school districts, 12 higher education agencies, 7 state or provincial agencies and 2 others.

In addition to the National Procurement Institute, Inc. (NPI), the AEP is sponsored by the California Association of Public Procurement Officials (CAPPO), Canadian Public Procurement Council / Conseil canadien des marchés publics (CPPC), Florida Association of Public Procurement Officials (FAPPO), National Association of Educational Procurement (NAEP), National Association of State Procurement Officials (NASPO), NIGP: The Institute for Public Procurement and Texas Public Purchasing Association (TxPPA). The AEP is supported by the Airport Purchasing Group (APG), OMINA Partners, Sustainable Purchasing Leadership Council (SPLC) and the Universal Public Procurement Certification Council (UPPCC).

October 10, 2021

Ms. Joy Simonton, MPA, CPPB
Purchasing Agent
Williamson County
100 Wilco Way
Georgetown, TX 78626

Subject: 2021 Achievement of Excellence in Procurement® Award

Dear Ms. Simonton,

I am pleased to inform you that your agency's procurement department has earned the 2021 Achievement of Excellence in Procurement® Award. Please join us October 18-21 for our 53rd Annual Conference, and the 26th Annual Achievement of Excellence in Procurement® Gala!

We have attached your copy of the formal announcement letter sent to the organization official identified in your application.

Your scorecard is available online through the Achievement of Excellence in Procurement® portal, in your history tab. Don't forget to visit the "AEP Webinar and Media" tab for graphics and a sample press release, and the "AEP by the Numbers" tab for detailed statistics and history!

A beautiful Achievement of Excellence in Procurement® Award will be shipped to your organization in the coming months.

Congratulations on the 26th Annual, 2021 Achievement of Excellence in Procurement® Award!

Sincerely,

Brian P. Garrity, CPSM, C.P.M., CPPB
Achievement of Excellence in Procurement® Award Officer

The Achievement of Excellence in Procurement® recognizes organizational excellence in public and non-profit procurement. The award criteria are designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. The Achievement of Excellence in Procurement® is sponsored by the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Canadian Public Procurement Council / Conseil canadien des marchés publics (CPPC), the Florida Association of Public Procurement Officials (FAPPO), the National Association of Educational Procurement (NAEP), the National Association of State Procurement Officials (NASPO), NIGP: The Institute for Public Procurement and the Texas Public Purchasing Association (TxPPA).

JOIN US FOR THE WILLIAMSON COUNTY VENDOR FORUM

WILLIAMSON COUNTY
1848

APRIL 27, 2022
10:00 A.M.–12:00 P.M.

Learn how to do business with Williamson County through competitive bidding on Bonfire, small, non-bid purchases, joining state vendor databases, performance requirements, ethics standards, and billing and payment policies. At this FREE event, vendors can learn about the various county departments and the types of goods and services that are purchased.

TO R.S.V.P. VISIT: HTTPS://FORMS.OFFICE.COM/G/VA6STESNBH

100 WILCO WAY, GEORGETOWN, TX 78626

GEORGETOWN
ANNEX PURCHASING
TRAINING ROOM

Commissioners Court - Regular Session **27.**

Meeting Date: 03/08/2022

Recognition of Team Rubicon Fire Mitigation Project at Twin Springs Preserve

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Recognition of the outstanding work that Team Rubicon performed during a fire mitigation project at Twin Springs Preserves in collaboration with the Parks Department and the Office of Emergency Management.

Background

From February 25th to the 27th, 2022, Team Rubicon provided 25 hours of volunteer time and mitigated 23,600 cubic feet of debris.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Twin Springs Preserve Mitigation Project

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/02/2022 09:58 AM
Form Started By: Michael Shoe		Started On: 03/01/2022 01:04 PM
Final Approval Date: 03/02/2022		

Twin Springs Preserve Fire Mitigation Project

Team Rubicon and Williamson County

February 25-27, 2022

TEAM RUBICON
BC700

Vermeer
Vermeer
PBC71T
BC700

Vermeer

Vermeer
6
Vermeer
MINUTEMAN
RENTALS
(512) 515-5959

Vermeer
6
MINUTEMAN
RENTALS
(512) 515-5959

WILLIAMSON COUNTY
STATE OF TEXAS
WILLIAMSON COUNTY
EMERGENCY SERVICES

In the three days of operations:

- Total of 25 hours on site
- Volunteers ranged from 12 to 20 each day
- 23,600 cubic feet of debris managed

Commissioners Court - Regular Session **28.**

Meeting Date: 03/08/2022

March Meals on Wheels Recognition Month

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Proclamation to recognize Meals on Wheels of Williamson & Burnet Counties celebrating a special March for Meals honoring the 50th anniversary of the Older Americans Act Nutrition Program.

Background

Meals on Wheels of Williamson & Burnet Counties will be celebrating a special March for Meals honoring the 50th anniversary of the Older Americans Act Nutrition Program, the federal legislation that helps to fund community-based programs like Meals on Wheels. The annual March for Meals celebration commemorates the historic day in March of 1972 when President Nixon signed into law a measure that amended the Older Americans Act of 1965 to include a national nutrition program for seniors 60 years and older. This year, Meals on Wheels programs from across the country are joining forces for the awareness campaign to celebrate 50 years of success and garner the support needed to ensure these critical programs can continue to address food insecurity and malnutrition, combat social isolation, enable independence, and improve health for years to come.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Prpclamation Older Americans Act Nutrition Program

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	03/03/2022 09:37 AM
Form Started By: Becky Pruitt		Started On: 03/02/2022 02:57 PM
Final Approval Date: 03/03/2022		

A PROCLAMATION OF MARCH 2022 AS A MONTH CELEBRATING THE 50th ANNIVERSARY OF THE OLDER AMERICANS ACT NUTRITION PROGRAM

WHEREAS, fifty years ago, on March 22, 1972, President Nixon signed into law a measure that amended the Older Americans Act of 1965 to include a national nutrition program for individuals 60 years and older.

WHEREAS, for five decades, this landmark law has helped to fund community-based organizations – like Meals on Wheels – and it is still the only federal program designed specifically to meet the nutritional and social needs of older adults.

WHEREAS, this year, Meals on Wheels programs from across the country are joining together for the March for Meals awareness campaign to celebrate 50 years of success and garner the support needed to ensure these critical programs can continue to address food insecurity and malnutrition, combat social isolation, enable independence, and improve health for years to come.

WHEREAS, Meals on Wheels programs – both congregate and home-delivered, in Williamson County have served our communities admirably for 58 years.

WHEREAS, volunteers for Meals on Wheels programs in Williamson County are the backbone of the program and they not only deliver nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also caring concern and attention to their welfare; and

WHEREAS, Meals on Wheels programs in Williamson County provide nutritious meals to seniors that help them maintain their health and independence, thereby helping to prevent unnecessary falls, hospitalizations and/or premature institutionalization; and

WHEREAS, Meals on Wheels programs in Williamson County provide a powerful opportunity for social connection for seniors to help combat the negative health effects and economic consequences of loneliness and isolation; and

WHEREAS, Meals on Wheels programs in Williamson County deserve recognition for the heroic contributions and essential services they have provided amid the COVID-19 pandemic and will continue to provide to local communities, our State and our Nation long after it is over.

WHEREAS, the senior population is increasing substantially, and action is needed now to support local Meals on Wheels programs through federal, state and local funding; volunteering; donations; and raising awareness to ensure these vital services can continue to be delivered for another 50 years.

NOW, THEREFORE, I JUDGE BILL GRAVELL, as County Judge of Williamson County do hereby proclaim March 2022 as a month celebrating the 50th anniversary of the Older Americans Act Nutrition program and urge every community member to take this month to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them. Our recognition of, and involvement in, the national celebration can enrich our entire community and help combat senior hunger and isolation in America.

Dated this 8th day of March 2022

_____

Commissioners Court - Regular Session **29.**

Meeting Date: 03/08/2022

Analytics Guide

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation from HR on the 7th Edition of the Employee Analytics Guide.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EAG.7

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/28/2022 03:39 PM
Form Started By: Rebecca Clemons		Started On: 02/28/2022 03:26 PM
Final Approval Date: 02/28/2022		

WILLIAMSON COUNTY
HUMAN RESOURCES

EMPLOYEE ANALYTICS GUIDE

SEVENTH EDITION

ABOUT THIS GUIDE

The annual Williamson County Human Resources (HR) Analytics Guide is provided as a comprehensive tool to assist members of the Commissioners Court and County Leadership as we approach a new budget year. It is our hope that the included data and analysis provide a valuable look at where we have been, where we are currently, and where we may go from here.

New selections include data through Fiscal Year 2021, unless otherwise noted. Statistical data is as reflected in Oracle, Managers Portal, NeoGov, ServiceNow, external market survey, or verified informational resources. Data is considered accurate as of the date collected. Unless noted otherwise, data comparisons are for full-time (FT), regular Williamson County (WilCo) employees.

Comparison municipalities are used due to similar demographics, size, geographical location, and/or salary study market participation.

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44 REFLECTIONS

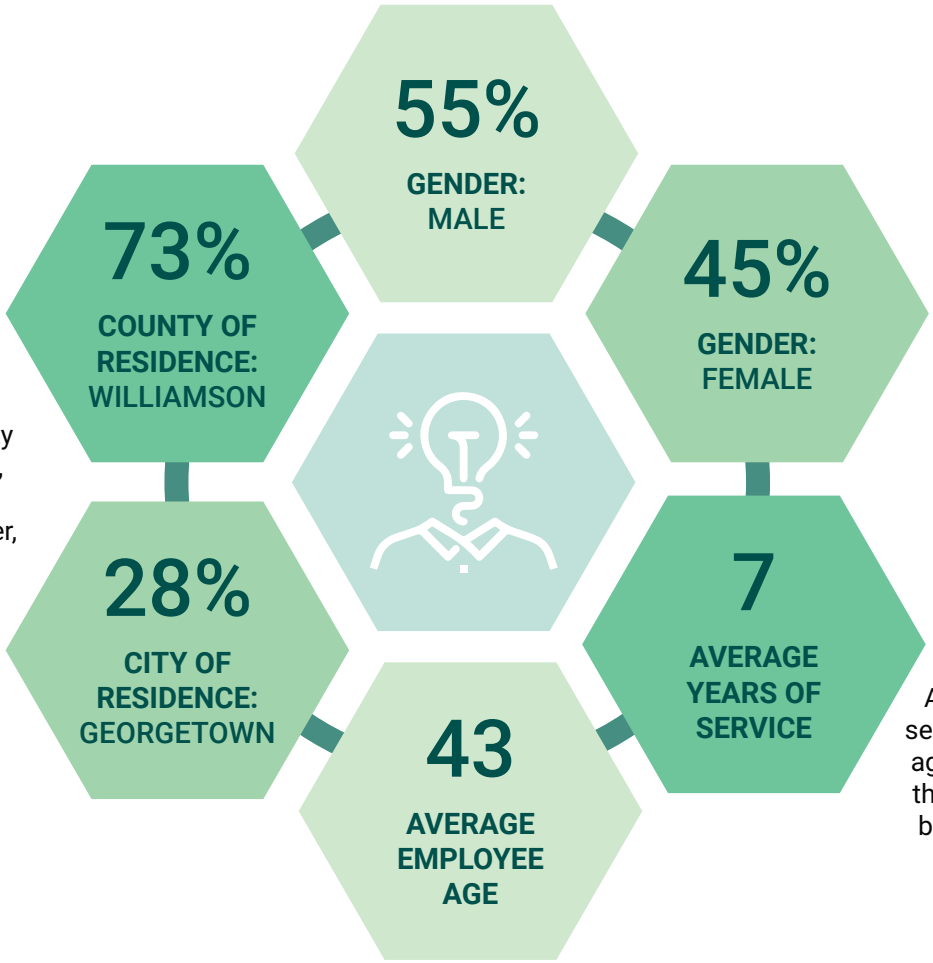
DEMOGRAPHICS

Williamson County is supported by a dedicated and diverse population of employees. Though constantly changing, the following representation is an overview of the statistical make-up of the employee population. This edition includes comparison of the race/ethnicity of employees, applicants, and the local population, as well as an expanded look into the retirement eligibility of the employee population for succession planning.

WILLIAMSON COUNTY WORKFORCE

Demographic statistics listed below are specific to FY21. Changes include female orientation increasing by 1% (male decreasing by 1%), as well as Wilco and Georgetown residence dropping by 3% and 2%, respectively

Where are our employees moving? Travis and Bell County residence increased, as did Austin and suburb areas (Leander, Jarrell, Cedar Park, Pflugerville, etc.)

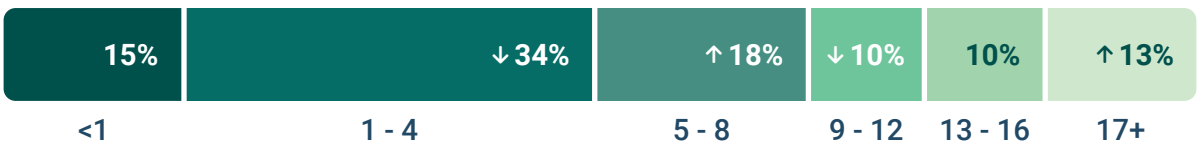


Average years of service and average age have remained the same since we began pulling this data in FY16!

AGE DISTRIBUTION

In FY21, our 18-29 and 40-49 populations dropped by 3% and 1%, respectively. Employees between the ages of 30-39 increased 2%; 50-59 and 60+ increased by 1% each

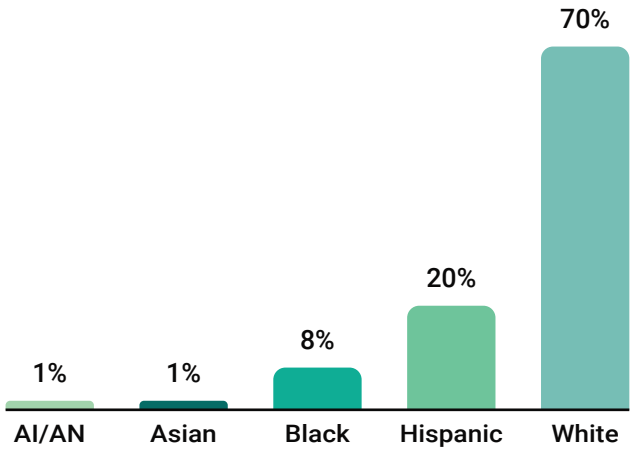
YEARS OF SERVICE DISTRIBUTION



More than half of our employees have 5 years of service or more with the County and a little more than one third have dedicated 8 years of service or more! In FY21, ranges 1-4 and 9-12 dropped 1% each, while 5-8 and 17+ increased by 1%

FY21 RACE & ETHNICITY

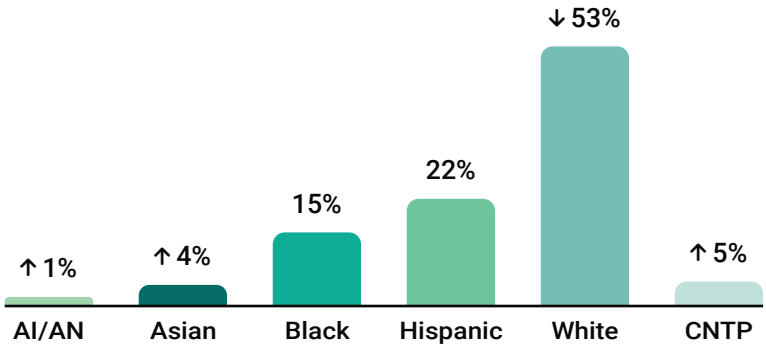
Employees self-identify at time of hire based on the categories established by the U.S. Equal Employment Opportunity Commission. **Less than 1%** of each population included below selected **Native Hawaiian/Other Pacific Islander** as their race/ethnicity.
Abbreviations: AI/AN- American Indian/Alaskan Native; CNTP- Choose Not to Provide



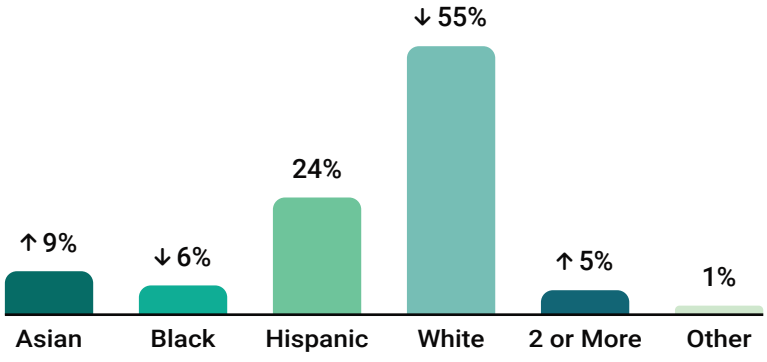
EMPLOYEE RACE/ETHNICITY DISTRIBUTION

The employee race/ethnicity distribution did not change from FY20 to FY21. Native Hawaiian/ Other Pacific Islander and Two or More remained at less than 1% of the population. Choose Not to Provide is not an option for Williamson County employees

Applicants who chose White as their race/ethnicity decreased by 3%, while applicants identifying as American Indian/Alaskan Native, Asian, and Choosing Not to Provide increased by 1% each. Native Hawaiian/Other Pacific Islander remained at less than 1%



APPLICANT RACE/ETHNICITY DISTRIBUTION

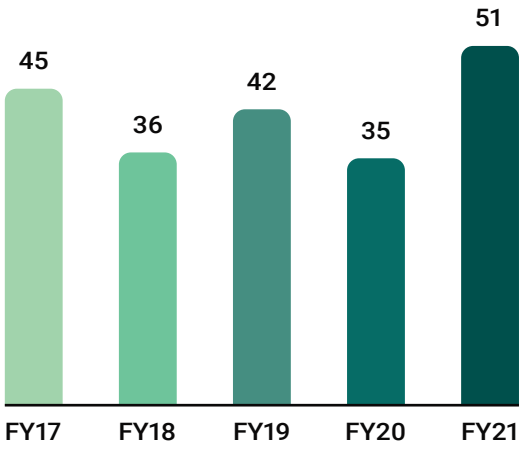


WILCO RESIDENT RACE/ETHNICITY DISTRIBUTION

During FY21, WilCo residents identifying as Asian increased by 1%, while Black residents decreased by 1%. Those identifying with Two or More races/ethnicities increased by 2%. American Indian/Alaskan Native residents dropped 1% to less than 1%. Native Hawaiian/Other Pacific Islander also remained at less than 1%. Hispanic race/ethnicity was broken out into its own category for the first time. At least partially as a result, White identification decreased by 26%. Other was not previously an option

RETIREMENT & SUCCESSION PLANNING

Knowledge of the workforce is key to planning for the future. Although eligibility for retirement does not necessarily indicate an employee will pursue that path, it is important for leadership to be aware of potential impacts on business continuity. Unless otherwise noted, all data is specific to FY21



RETIREMENTS*

*Reason For Leaving listed as Retirement

60

AVERAGE AGE AT RETIREMENT

20

AVERAGE YEARS OF SERVICE AT RETIREMENT

21 / 1.3%

NUMBER OF EMPLOYEES WHO MEET WILCO AVERAGE RETIREMENT STATISTICS

TEXAS COUNTIES & DISTRICTS RETIREMENT SYSTEM (TCDRS) ELIGIBILITY

293 / 17.8%

TCDRS RETIREMENT ELIGIBLE ACTIVE EMPLOYEES

TCDRS eligibility may be based upon service time from other counties or districts. Therefore, a WilCo employee that meets TCDRS retirement eligibility requirements may not be vested with the County

207 / 12.5%

WILCO VESTED TCDRS RETIREMENT ELIGIBLE ACTIVE EMPLOYEES

Includes employees who are TCDRS retirement eligible and have 8 or more years of service with Williamson County

567 / 34.4%

WILCO VESTED ACTIVE EMPLOYEES

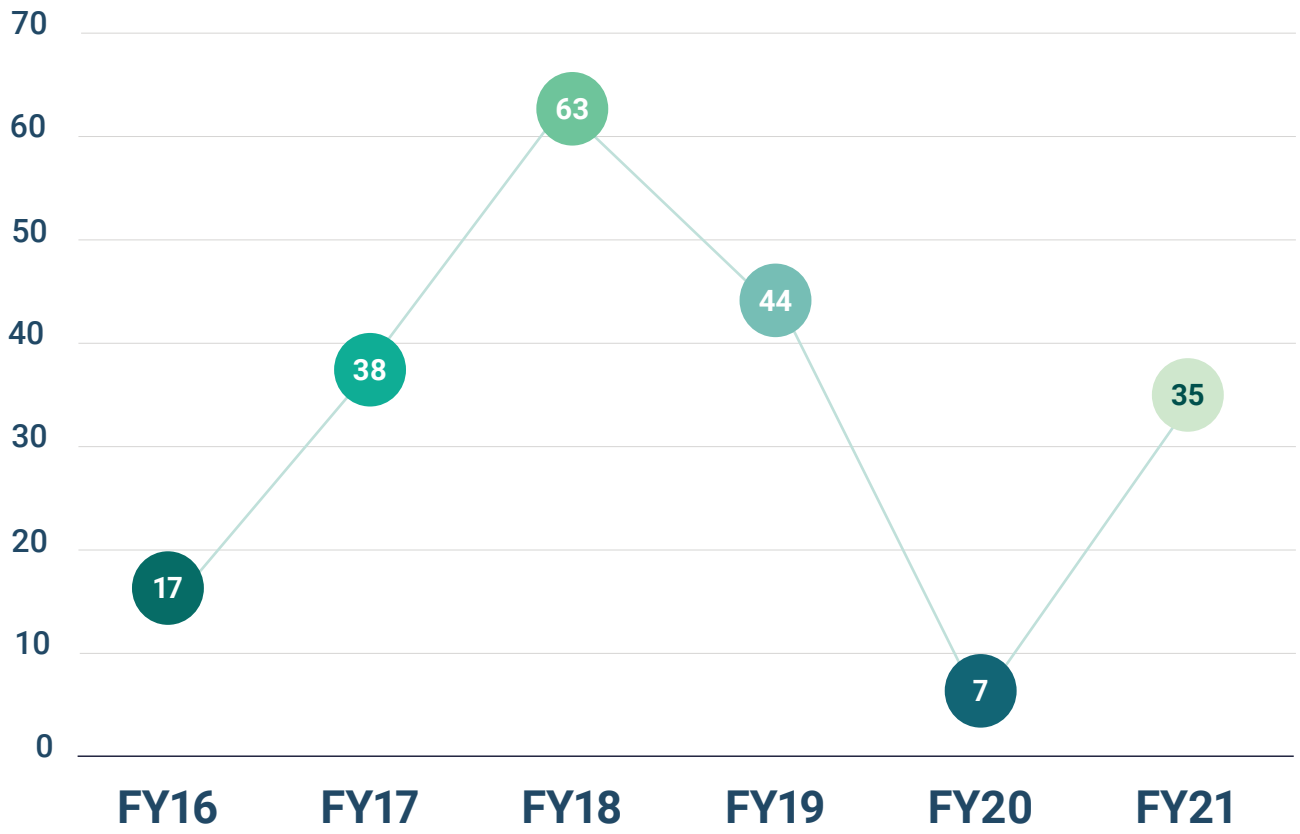
In order to vest, an employee must have 8 or more consecutive years of service with Williamson County. An employee may be vested with the County but not meet TCDRS retirement eligibility requirements

POSITIONS AND PAY

As part of the annual budget process, the Williamson County Commissioners Court reviews the need for new positions and/or compensation changes. Compensation changes may include a Cost of Living Adjustment (COLA), merit funding, salary survey result adjustments, reclassifications, pay chart adjustments and/or funding of step increases. The following reflects historical and current actions taken by the Commissioners Court as it relates to positions, merit, and COLA. Market data is included to provide a snapshot of how Williamson County compares from year to year, including FY22, in various compensation categories. In FY22, the Commissioners Court approved an additional mid-year COLA to address the increasing recruiting and retention challenges in the current market.

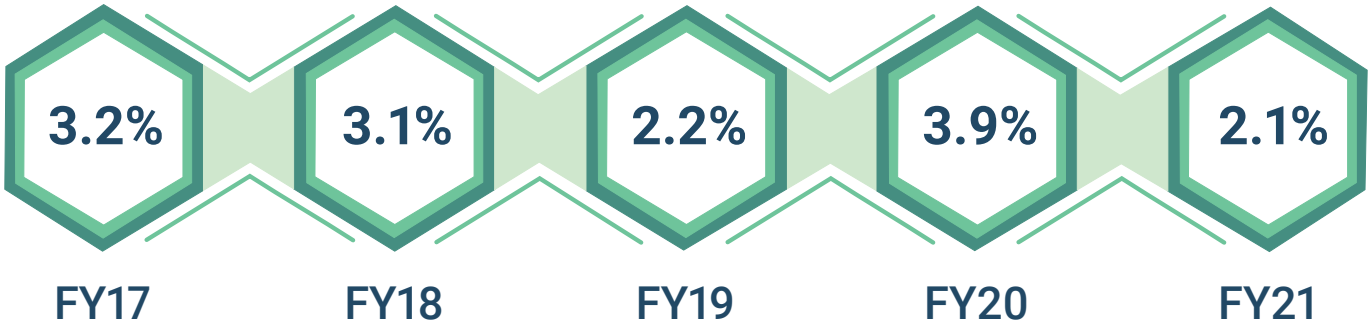
FULL-TIME POSITIONS ADDED

Includes all funding sources, FT positions with funding source changes, part-time (PT) to FT positions, and positions added mid-year from other agencies



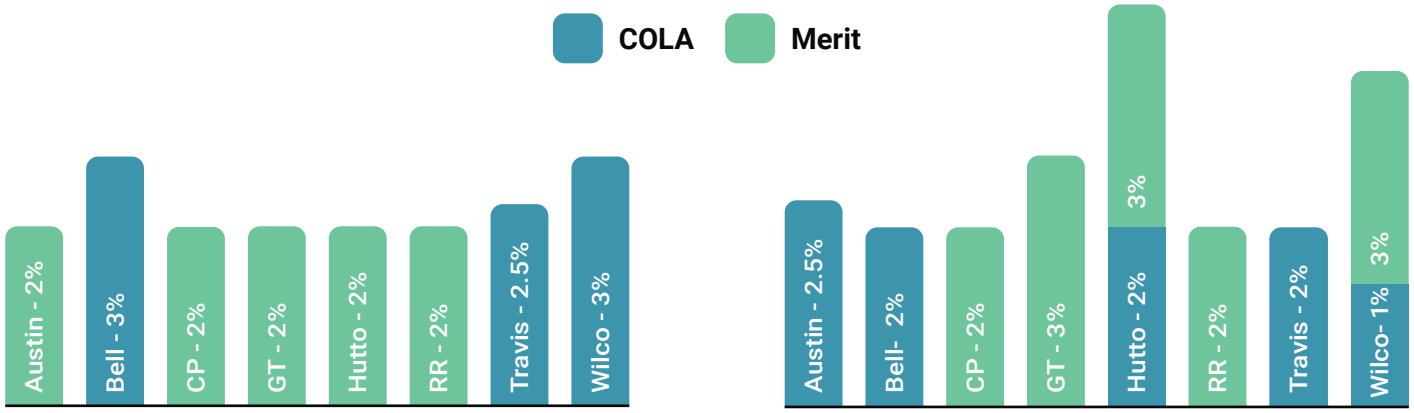
AVERAGE COUNTY EMPLOYEE MERIT ALLOCATION

Merit allocated in FY21 was lump sum only. Prior data does not include monies for lump sum merit. Cost of living adjustments (COLAs) are not included in these figures



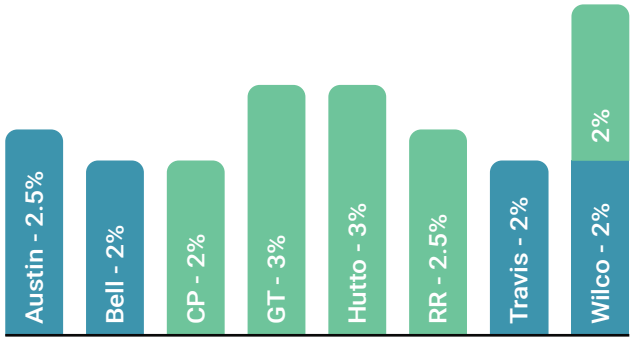
ANNUAL COLA/MERIT COMPARISON

Amount shown is as funded by the appropriate city or county authority and is not reflective of individual merit received. **Abbreviations:** CP- Cedar Park; GT- Georgetown; RR- Round Rock

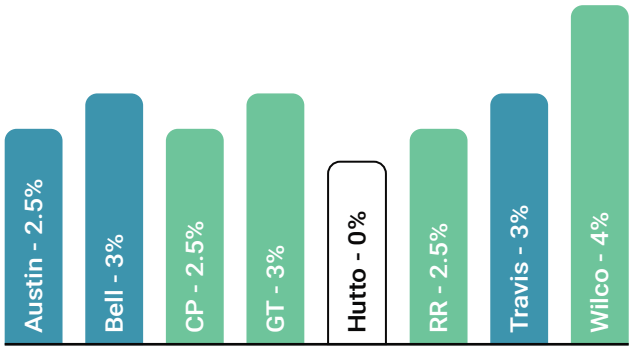


FY17

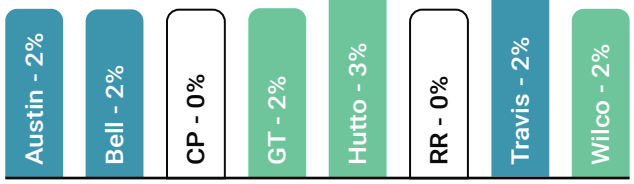
FY18



FY19

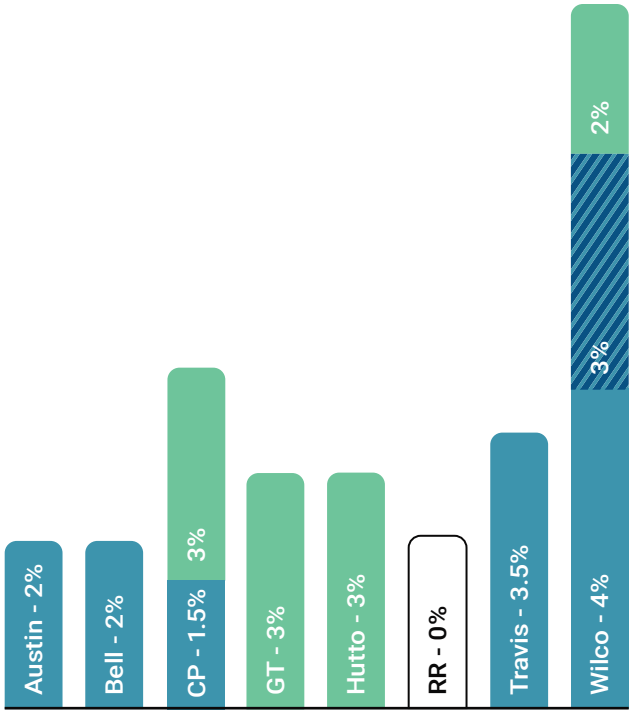


FY20



FY21

WilCo FY21 merit increases were **lump-sum** only



FY22

Striped section indicates WilCo employees received an additional **3% COLA** mid-year

FY22 ELECTED OFFICIAL INCREASES (%)

	Bell	Brazoria	Cameron	Fort Bend	Galveston	Lubbock	Montgomery	Nueces	Wilco	Avg %
Commissioners	2.0%	1.0%	$5,000	4.7%	0.0%	~1.5%	5.0%	0.0%	8.0%	2.8%
Constables	2.0%	1.0%	$5,000	4.7%	0.0%	3.0%	5.0%	~0.4%	14.2%	3.8%
County Attorney	2.0%	N/A*	$5,000	4.7%	N/A*	N/A*	5.0%	1.2%	4.0%	3.4%
County Clerk	2.0%	1.0%	$5,000	4.7%	0.0%	3.0%	5.0%	2.5%	8.0%	3.3%
County Judge	2.0%	1.0%	$5,000	4.7%	0.0%	0.0%	0.0%	0.0%	8.0%	2.0%
District Clerk	2.0%	1.0%	$5,000	4.7%	0.0%	3.0%	5.0%	0.0%	8.0%	3.0%
Justice of the Peace	2.0%	1.0%	$5,000	4.7%	0.0%	10.6%	5.0%	~0.3%	8.0%	4.0%
Sheriff	2.0%	1.0%	$5,000	4.7%	0.0%	3.0%	5.0%	11.6%	8.0%	4.4%
Tax Assessor/ Collector	2.0%	1.0%	$5,000	4.7%	0.0%	3.0%	5.0%	2.5%	8.0%	3.3%
Treasurer	2.0%	1.0%	$5,000	4.7%	0.0%	3.0%	5.0%	N/A*	8.0%	3.4%

~ Variable; average of all increases for the position listed

*N/A indicates that the entity does not have an elected official with that title

Please Note: Average does not include Cameron County's across the board dollar increase. Additionally, the Montgomery County Judge, as well as the Lubbock County Judge and Commissioners from Precinct 1 and 4, refused their increases

FY22 ELECTED OFFICIAL SALARIES (ROUNDED $)

	Bell	Brazoria	Cameron	Fort Bend	Galveston	Lubbock	Montgomery	Nueces	Wilco	Avg $
Commissioners	$81k	$126k	$53k	$145k	$121k	~$83k	$186k	~$79k	$111k	$109k
Constables	$68k	$99k	~$67k	$127k	$78k	$53k	$144k	~$61k	$99k	$88k
County Attorney	$164k	N/A*	$33k	$145k	N/A*	N/A*	$192k	$124k	$168k	$138k
County Clerk	$87k	$120k	$88k	$141k	$113k	$84k	$139k	$88k	$113k	$108k
County Judge	$164k	$154k	$70k	$152k	$193k	$119k	$154k	$96k	$136k	$137k
District Clerk	$87k	$120k	$86k	$141k	$113k	$84k	$139k	$95k	$113k	$109k
Justice of the Peace	$66k	$102k	$56k	$127k	$89k	$84k	$140k	~$63k	$99k	$92k
Sheriff	$117k	$146k	$113k	$152k	$150k	$122k	$183k	$96k	$138k	$135k
Tax Assessor/ Collector	$87k	$131k	$93k	$141k	$113k	$84k	$162k	$90k	$117k	$113k
Treasurer	$87k	$118k	$70k	$138k	$113k	$84k	$150k	N/A*	$109k	$108k

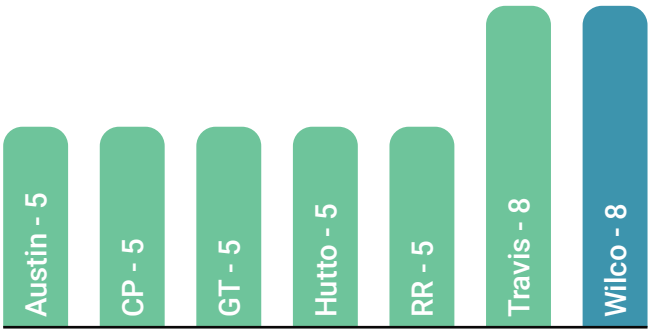
~ Variable; average of all salaries for the position listed

*N/A indicates that the entity does not have an elected official with that title

Please Note: The Montgomery County Judge, as well as the Lubbock County Judge and Commissioners from Precinct 1 and 4, refused their increases

RETIREMENT PLAN COMPARISON

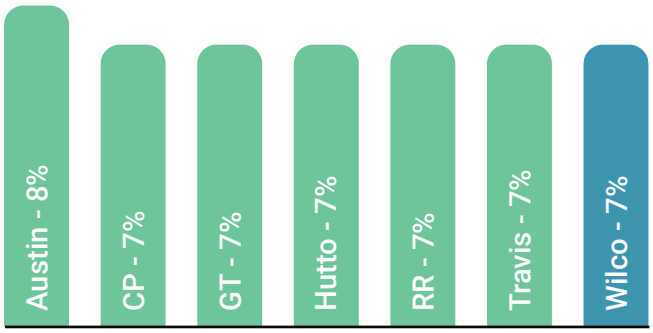
Abbreviations: CP- Cedar Park; GT- Georgetown; RR- Round Rock. All definitions included below, as well as additional information on retirement, are available at TCDRS.org



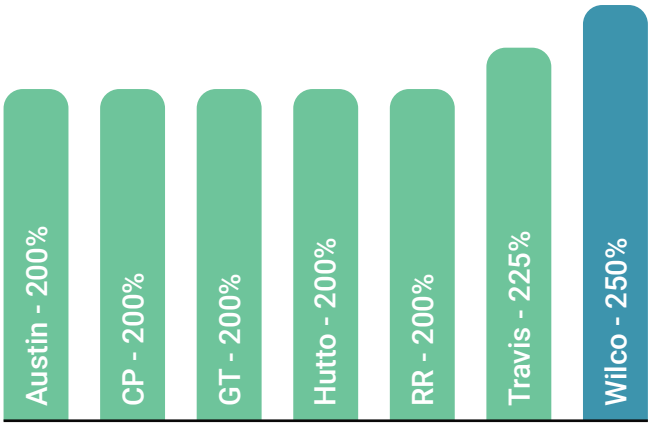
YEARS TO VEST

Vesting means you have enough service time to receive a lifetime monthly benefit when you become eligible and choose to retire

The employee deposit rate is the percentage of an employee's pay that goes into their retirement account each month



EMPLOYEE DEPOSIT RATE



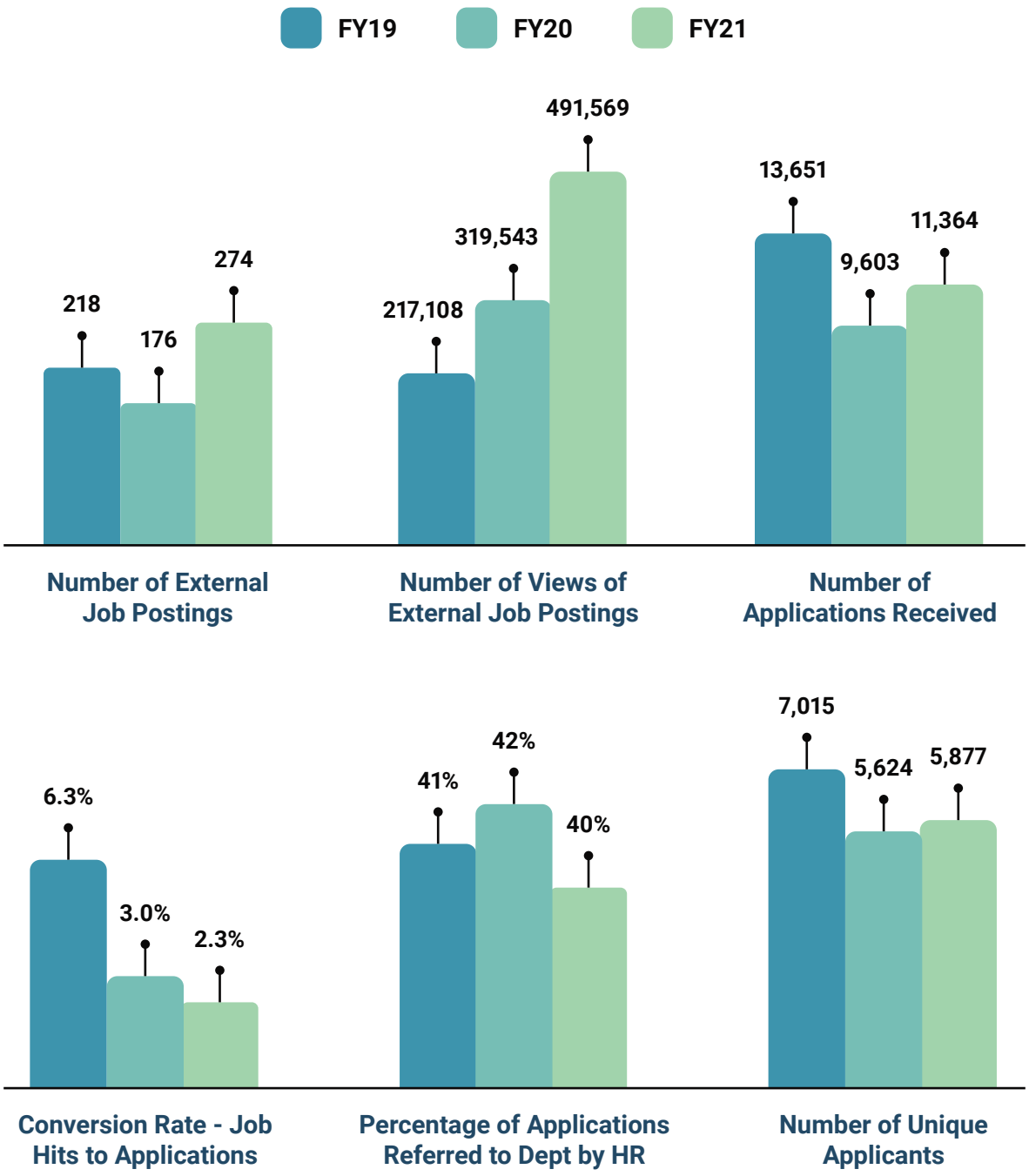
EMPLOYER MATCHING RATE

The employer matching rate is the amount an employer adds to an employee's retirement account when they retire. A match of 250% means WilCo will contribute $2.50 for every $1.00 you have saved in your TCDRS account while with the County

RECRUITMENT

Recruiting and selecting the right employees is vital to the continued successful support of our community. As you will see from the following statistics, this is a constant effort carried out every day across many departments and offices. Many factors can impact these statistics, including the types of positions posted, continuous postings versus time-limited, and the level of unemployment. For the second year, the pandemic most certainly had an impact on recruiting. Significant changes in the economy, job market, compensation expectations, and more have adversely impacted the County's ability to retain/fill crucial vacancies to provide the level of service and support needed on a daily basis. In response, HR coordinated an on-site Job Fair that was well attended, considering the pandemic limitations. In July 2021, the Commissioners Court passed a teleworking policy that outlines the option for remote work in positions where business needs can still be met. HR continues to work with County leadership to provide creative and sustainable solutions to retain and recruit successful County employees.

JOB POSTINGS & APPLICATIONS



NEW HIRE ORIENTATION PARTICIPATION

374	369	389
FY19	FY20	FY21

Orientation is now completed online for FT, PT, Seasonal, Grant, WCCHD, CAMPO, and Museum employees

FY21 POSITIONS WITH THE MOST APPLICATIONS

- **737** TELECOM/ DISPATCHER
- **618** CORRECTIONAL OFFICER
- **353** JUVENILE SUPERVISION OFFICER
- **325** JUVENILE PROBATION OFFICER
- **316** DEPUTY SHERIFF

FY21 APPLICANT DEMOGRAPHICS

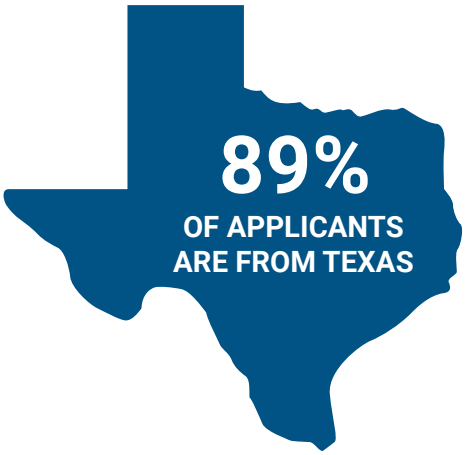
GENDER

44% MALE

55% FEMALE

***1%** of applicants **chose not to provide** their gender; female up 4% from FY20

STATE OF RESIDENCE



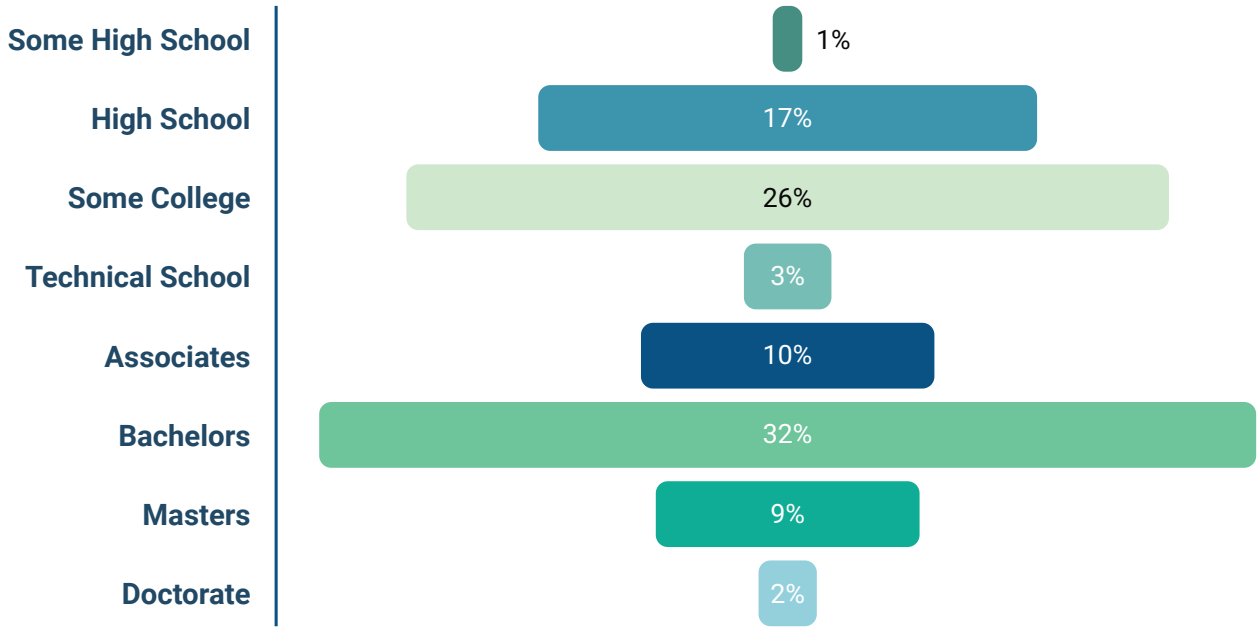
***11%** of applicants apply from **out of state**

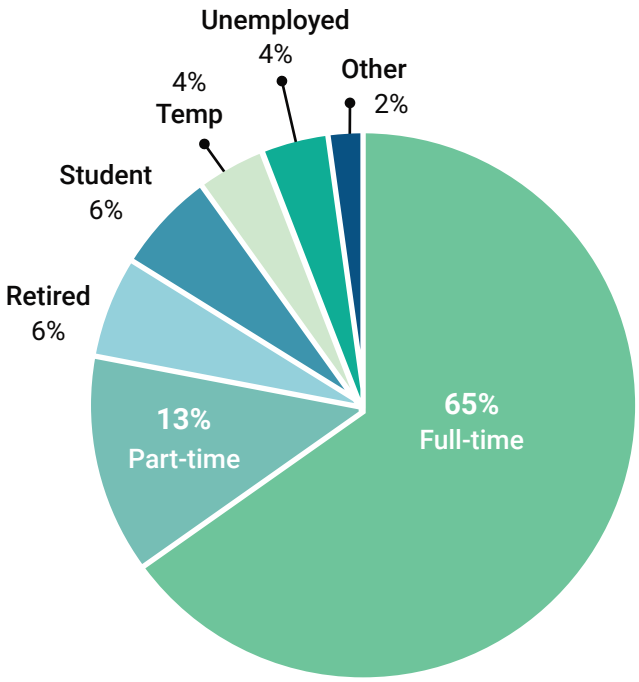
TOP POSITIONS APPLIED FOR BY OUT OF STATE APPLICANTS

1. EVIDENCE/CRIME SCENE TECHNICIAN
2. TELECOMMUNICATIONS OFFICER
3. CORRECTIONS OFFICER
4. DEPUTY SHERIFF
5. JUVENILE PROBATION OFFICER

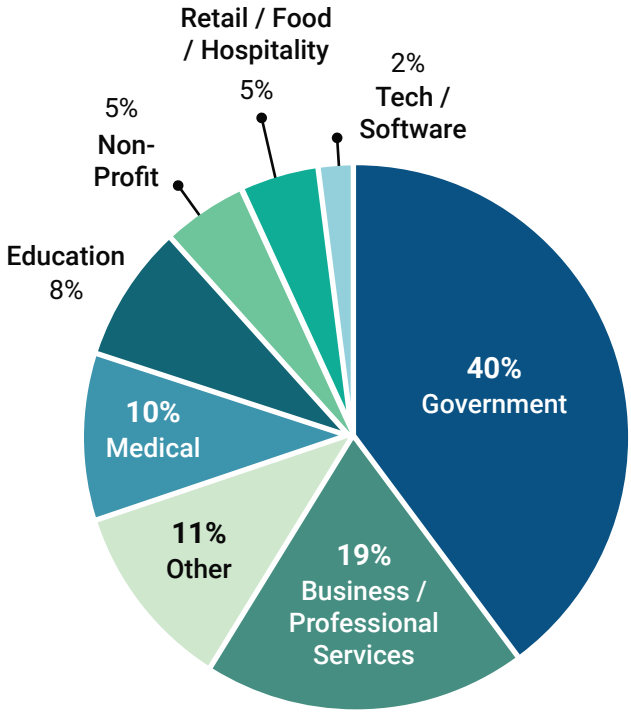
FY21 APPLICANT DEMOGRAPHICS CONTINUED

LEVEL OF EDUCATION





EMPLOYMENT STATUS PRIOR TO JOINING WILCO



INDUSTRY CLASSIFICATION PRIOR TO JOINING WILCO

SALARY STUDY

On October 31, 2017, the Commissioners Court approved the County Compensation Philosophy and Salary Study process. The current process and policy is as stated in the Employee Policy Manual. As originally approved, a comprehensive salary study will be conducted for every position classification at least once every five fiscal years. Some positions may be reviewed more often based on factors including high turnover, recruitment, or market demand. A list of positions to be included in each cycle is reviewed and approved by the Commissioners Court before the cycle of review begins. The following summarizes the scope, findings and outcomes of the cycles that have been completed since the last edition of this guide. A comprehensive summary of all completed cycles has also been included for reference.

CYCLE 4A STATISTICS

Commissioners Court approved all findings from Cycle 4A of the Salary Study

9

NUMBER OF ORGANIZATIONS INCLUDED

911 COMMUNICATIONS

BUILDING MAINTENANCE

EMERGENCY MEDICAL SERVICES

EMERGENCY SERVICES

FLEET SERVICES

MOBILE OUTREACH

ON-SITE SEWAGE FACILITIES

PARKS/CONSERVATION FUND

RADIO COMMUNICATION SYSTEM

74

BEGINNING UNIQUE POSITION TITLE COUNT

72

FINAL UNIQUE POSITION TITLE COUNT

229

TOTAL NUMBER OF POSITIONS CONSIDERED

911 COMMUNICATIONS
1 Position

BUILDING MAINTENANCE
32 Positions

EMERGENCY MEDICAL SERVICES
127 Positions

EMERGENCY SERVICES
2 Positions

FLEET SERVICES
18 Positions

MOBILE OUTREACH
1 Position

ON-SITE SEWAGE FACILITIES
9 Positions

PARKS/CONSERVATION FUND
38 Positions

RADIO COMMUNICATION SYSTEM
1 Position

206

TOTAL NUMBER OF EMPLOYEES WITH A CHANGE IN TITLE, GRADE, AND/OR INCREASE IN SALARY*

*May include more than one change

CYCLE 4B STATISTICS

Commissioners Court approved all findings from Cycle 4B of the Salary Study

15

NUMBER OF ORGANIZATIONS INCLUDED

DISTRICT COURTS (5)

ALL DISTRICT COURTS

COUNTY COURTS AT LAW (4)

ELECTIONS

EXTENSION SERVICES

INFRASTRUCTURE/URS

SHERIFF'S OFFICE

VETERANS SERVICES

76

BEGINNING UNIQUE POSITION TITLE COUNT

62

FINAL UNIQUE POSITION TITLE COUNT

103

TOTAL NUMBER OF POSITIONS CONSIDERED

DISTRICT COURTS
11 Positions

ALL DISTRICT COURTS
1 Position

COUNTY COURTS AT LAW
12 Positions

ELECTIONS
15 Positions

EXTENSION SERVICES
3 Positions

INFRASTRUCTURE/URS
42 Positions

SHERIFF'S OFFICE
13 Positions

VETERANS SERVICES
6 Positions

84

TOTAL NUMBER OF EMPLOYEES WITH A CHANGE IN TITLE, GRADE, AND/OR INCREASE IN SALARY*

*May include more than one change

ALL COMBINED SALARY STUDY CYCLES

Please refer to the 4th, 5th and 6th editions of the Analytics Guide for prior cycle specific information

42

NUMBER OF ORGANIZATIONS REVIEWED

1,666

TOTAL NUMBER OF POSITIONS REVIEWED

478

BEGINNING UNIQUE POSITION TITLE COUNT

1,366

NUMBER OF POSITIONS* WITH ANY CHANGE

*Includes vacant positions

336

FINAL UNIQUE POSITION TITLE COUNT

1,282

TOTAL NUMBER OF EMPLOYEES WITH A CHANGE IN TITLE, GRADE, AND/OR INCREASE IN SALARY*

*May include more than one change

142

TITLES ELIMINATED OVERALL

RISK MANAGEMENT

The HR Risk team manages claims processing and contract administration for many lines of insurance coverage. Liability lines of coverage include Auto, Law Enforcement, Public Officials, General Liability, and Cyber. Property lines of coverage include Building/ Contents, Mobile Equipment, Crime, Gross Earnings and Extra Expense. Worker Compensation claims are managed by HR Workforce Services together with the Risk Coordinator. In partnership with the appropriate parties, the HR Risk team is proactive in exploring more efficient and financially responsible means for managing claims, coverage, and risk awareness. Lines of coverage remained with Travelers for FY20 and FY21. Previous data is under Texas Association of Counties Risk Pool.

RISK MANAGEMENT SUMMARY

All data is specific to WilCo insured exposures and is subject to change as claims remain active

VEHICLES

775	881	854
FY20	FY21	FY22

INSURED VEHICLES

104	151	112
FY19	FY20	FY21

VEHICLE INCIDENTS

Not all reported incidents financially impact the County

25	23	14
Snow, Sleet or Hail	Struck by Other Vehicle	Hit Stationary Object

FY21 TOP CAUSES OF VEHICLE INCIDENTS

37	65	5
WilCo/ County	External Entity	Not Determined

FY21 VEHICLE INCIDENT LIABILITY

Liability indicates which party was responsible for paying the claim; it does not indicate fault, nor whether the incident was preventable

PROPERTY

STRUCTURES

200	248	214
FY20	FY21	FY22

LOCATIONS

96	104	107
FY20	FY21	FY22

INSURED PROPERTIES

5	12	24
FY19	FY20	FY21

PROPERTY INCIDENTS

Not all reported incidents financially impact the County

MOBILE EQUIPMENT

2	6	4
FY19	FY20	FY21

MOBILE EQUIPMENT INCIDENTS

Not all reported incidents financially impact the County

RISK MANAGEMENT SUMMARY CONTINUED

All data is specific to WilCo insured exposures and is subject to change as claims remain active

DAMAGES & DEDUCTIBLES

$479,619
AUTO

$4,242,000
PROPERTY

$88,302
MOBILE EQUIPMENT

FY21 TOTAL APPRAISED DAMAGES

Includes appraised damages to WilCo vehicles and property, as well as the non-County entity (if applicable). **Please Note:** Winter Storm Uri in February 2021 contributed heavily to damages

$107,500
AUTO PHYSICAL

$75,000
PROPERTY

$4,000
MOBILE EQUIPMENT

FY21 DEDUCTIBLES PAID

Auto Liability claims did not have a deductible during this fiscal year

SUBROGATION

Subrogation is the process of recovering damages from a liable party. WilCo HR Risk subrogates claims when damages are below deductible and not handled by the insurance carrier.

15
AUTO

FY21 NUMBER OF CLAIMS SUBROGATED BY HR RISK

No property or mobile equipment claims were subrogated by WilCo HR Risk this fiscal year

$6,709
AUTO

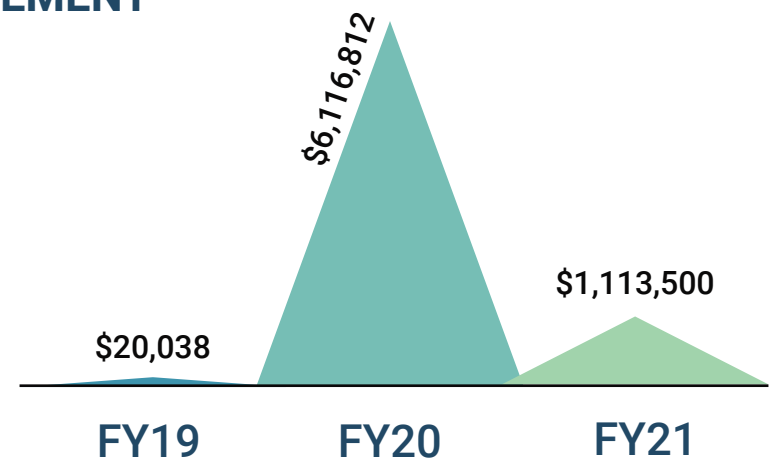
FY21 SUBROGATION RECOVERY BY HR RISK

No property or mobile equipment claims were subrogated by WilCo HR Risk this fiscal year

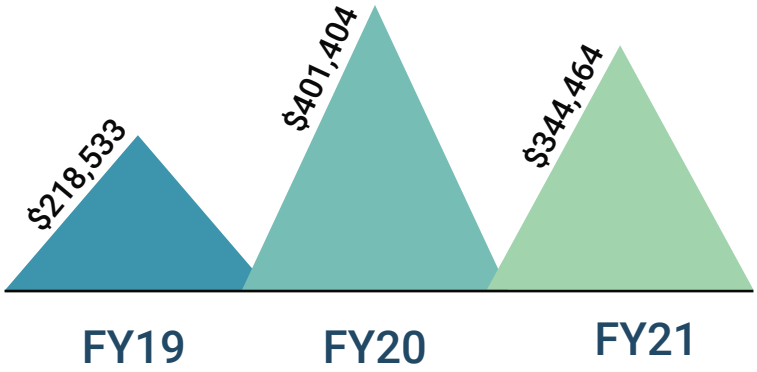
TOTAL INCURRED LIABILITY LINE COSTS

As of November 30, 2021 for injuries reported within each fiscal year. Subject to change as claims remain active.

LAW ENFORCEMENT LIABILITY

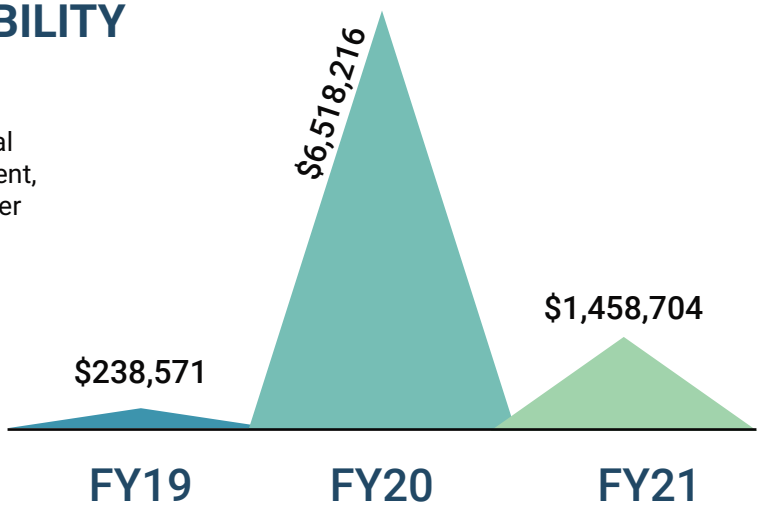


PUBLIC OFFICIAL LIABILITY

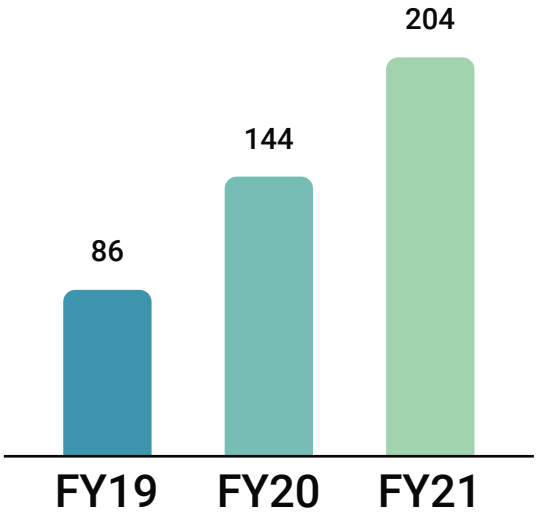


GENERAL LIABILITY TOTAL

* General Liability Total includes Law Enforcement, Public Official, and other General Liability



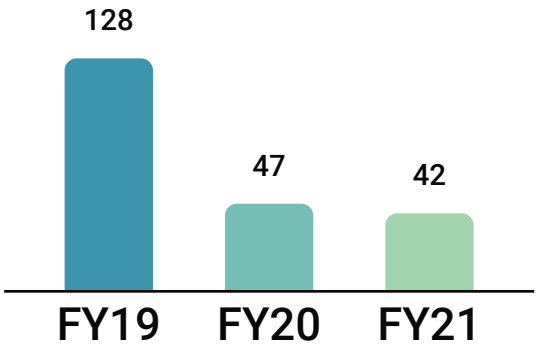
WORKERS COMPENSATION



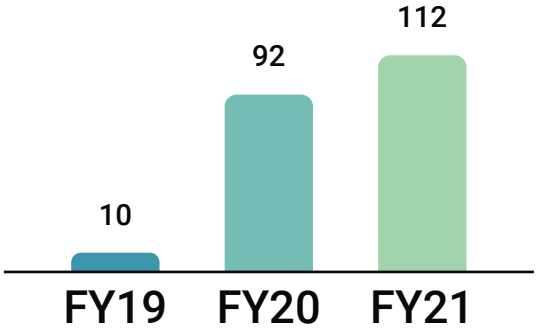
REPORT ONLY

Report only claims involve no professional medical treatment, no time off and no follow-up. These incidents are reported in case the injury progresses. This also preserves the reporting requirement deadlines and incident details. If an injury requires no medical treatment or lost time, it has no impact on the County experience rating.

Medical claims involve professional medical attention, but no time lost from work beyond the state mandated waiting period, and do not include any permanency of injury.



MEDICAL ONLY

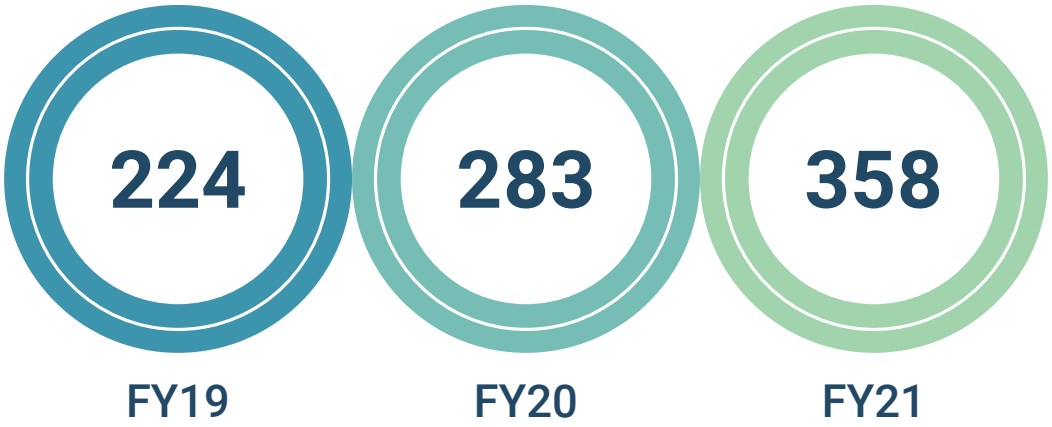


INDEMNITY

Indemnity claims arise when an employee becomes injured on the job and exhausts the time lost waiting period. This includes medical treatment and temporary income benefits for the time specified according to the type of injury and recovery.

REPORTED INJURIES

Includes covered volunteers and jurors



FY21 MOST COMMONLY REPORTED INJURIES

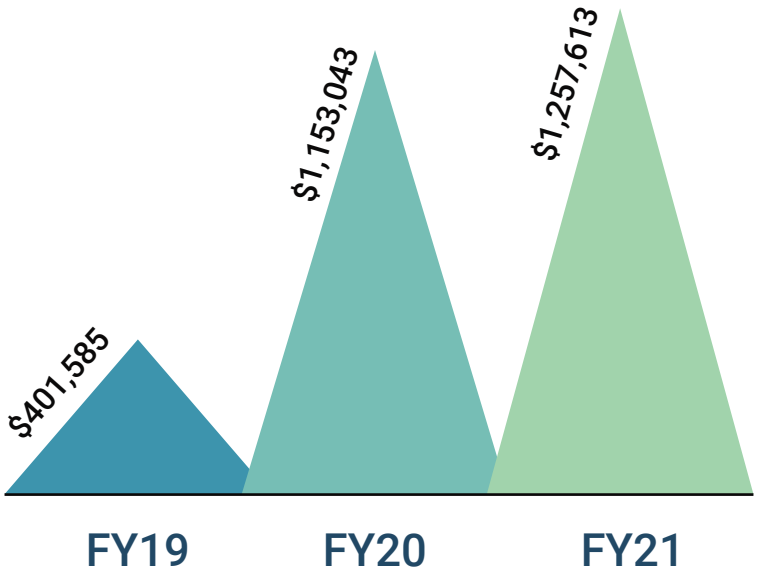
125 PANDEMIC

49 FALL OR SLIP

48 MISC CASES- ANIMAL OR INSECT

TOTAL INCURRED WORKERS COMPENSATION COST

Dollars paid by insurance carrier as of November 30, 2021 for injuries reported within each fiscal year. Costs include indemnity, medical, legal, subrogation, and additional expenses.



TURNOVER AND RETENTION

Unfortunately, turnover is a reality for any organization and WilCo is no exception. In some instances, reviewing retention rates ("who is staying") may also prove useful when looking for patterns. The following illustrations provide an overview of the County's turnover and retention rates for the last three fiscal years. County organizations vary in size; therefore, turnover has been broken into groups to better reflect statistics for like-sized organizations. As a reminder, this data is not meant to highlight any specific area or issues. It is provided as an opportunity for leadership to review and identify potential areas for improvement. Retention and turnover may be attributed to various circumstances and it is the goal of Human Resources to continue to work alongside departments/offices, as requested, to identify patterns and potential solutions.

FIRST YEAR TURNOVER

Lost productivity, burden to staff, negative impact on morale, recruiting expenses, and increased training time are not only the costly result of turnover, but the reason a successful first year of employment is so critical. There are many reasons why an employee may not make it past the first year (i.e., Skill set, lack of training, unfulfilled expectations, disciplinary issues, external issues, etc.). Human Resources is available to work with managers to review patterns and suggest potential solutions to better retain these first year employees and build them into long term contributors. Below is a look back over the past three fiscal years for every department/office that lost an employee in the first year.

Department/Office	FY19			FY20			FY21		
	Vol	Invol	Other	Vol	Invol	Other	Vol	Invol	Other
911 Communications	5	4	0	4	8	0	6	1	0
Animal Services	6	1	0	4	0	0	2	2	0
Building Maintenance	0	1	0	1	1	0	1	0	0
Constables Pct 1	0	1	0	0	2	0	1	0	1
Constables Pct 2	0	0	0	0	0	0	1	0	0
Corrections	8	1	0	10	2	0	14	0	0
County Attorney	1	1	0	3	1	0	2	1	0
County Auditor	0	1	0	0	0	0	0	0	0
County Clerk	1	1	0	0	0	0	1	0	0
County Court at Law #2	0	1	0	0	0	0	0	0	0
District Attorney	0	0	0	1	0	0	0	0	0
District Clerk	1	1	0	0	0	0	1	0	0
Emergency Medical Services	0	0	0	0	1	0	4	1	0
Extension Service	1	0	0	0	0	0	0	0	0
Human Resources	0	1	0	0	1	0	1	0	0
Information Systems	0	1	0	1	0	0	1	0	0
Justice of the Peace Pct 1	0	1	0	2	0	0	2	0	1
Justice of the Peace Pct 3	0	0	0	0	0	1	1	1	0
Justice of the Peace Pct 4	0	0	0	1	0	0	2	0	0
Juvenile Services	10	0	0	14	2	0	14	3	0
Magistrate Office	1	0	0	0	0	0	0	0	0
Mobile Outreach Team	0	0	0	1	0	0	0	0	0
Parks	0	0	0	5	0	0	4	1	0
Purchasing	1	0	0	0	0	0	0	0	0
Sheriff's Office	7	1	0	2	1	0	9	2	0
Tax Assessor/Collector	4	0	0	1	0	0	3	0	0
Unified Road Systems	8	0	0	5	0	0	0	1	0
Veteran Services	1	0	1	1	0	0	0	0	0
WilCo Pretrial Services	N/A	N/A	N/A	0	0	0	3	0	0
	55	17	1	56	19	1	73	13	2

FY21 TURNOVER IN DEPARTMENTS/OFFICES WITH 10 OR FEWER EMPLOYEES

All departments/offices are listed for turnover occurring October 1, 2020 - September 30, 2021, as reported in Oracle.
Turnover data is for full-time employees only. The reason for leaving includes voluntary, involuntary, retirement, and other.
Transfers are to a different department/office within Williamson County.
Data may be impacted by organizational changes and/or the introduction of new department heads/elected officials/ appointed officials.

Department/Office	Average Employee Count	Turnover	Transfers
395th District Court	3	1	0
Benefits	4	1	0
Commissioners Court	7	2	0
County Court at Law 1	4	2	0
County Judge	5	1	1
Emergency Management	4	1	0
Emergency Services	4	0	1
Fire Marshal Spec Ops-Hazmat	4	2	0
Justice of the Peace Pct 1	9	6	2
Purchasing	10	2	0
Veteran Services	6	1	0
		↑ 19	↓ 4

*Turnover increased by 8;
transfers decreased by 10

FY21 TURNOVER IN DEPARTMENTS/OFFICES WITH 11 TO 25 EMPLOYEES

All departments/offices are listed for turnover occurring October 1, 2020 - September 30, 2021, as reported in Oracle.
Turnover data is for full-time employees only. The reason for leaving includes voluntary, involuntary, retirement, and other.
Transfers are to a different department/office within Williamson County.
Data may be impacted by organizational changes and/or the introduction of new department heads/elected officials/ appointed officials.

Department/Office	Average Employee Count	Turnover	Transfers
Constable Pct 1	13	3	5
Constable Pct 2	13	3	2
Constable Pct 3	15	2	0
Constable Pct 4	12	4	0
Elections	11	2	0
Human Resources	12	2	0
Justice of the Peace 2	13	1	0
Justice of the Peace 3	18	2	0
Justice of the Peace 4	12	4	1
Mobile Outreach Team	12	1	0
WilCo Pretrial Services	12	6	1
		↑ 30	↑ 9

*Turnover increased by 14;
transfers increased by 6

FY21 TURNOVER IN DEPARTMENTS/OFFICES WITH 26 TO 100 EMPLOYEES

All departments/offices are listed for turnover occurring October 1, 2020 - September 30, 2021, as reported in Oracle.
Turnover data is for full-time employees only. The reason for leaving includes voluntary, involuntary, retirement, and other.
Transfers are to a different department/office within Williamson County.
Data may be impacted by organizational changes and/or the introduction of new department heads/elected officials/ appointed officials.

Department/Office	Average Employee Count	Turnover	Transfers
911 Communications	61	21	0
Animal Services	29	11	1
Building Maintenance	31	9	0
County Attorney	53	14	5
County Auditor	28	4	0
County Clerk	42	10	1
District Attorney	43	3	0
District Clerk	31	7	4
Information Systems	51	5	0
Parks	26	11	0
Tax Assessor/Collector	55	8	1
		↑ 103	↑ 12

*Turnover increased by 16; transfers increased by 8

FY21 TURNOVER IN DEPARTMENTS/OFFICES WITH MORE THAN 100 EMPLOYEES

All departments/offices are listed for turnover occurring October 1, 2020 - September 30, 2021, as reported in Oracle. Turnover data is for full-time employees only. The reason for leaving includes voluntary, involuntary, retirement, and other. Transfers are to a different department/office within Williamson County.
Data may be impacted by organizational changes and/or the introduction of new department heads/elected officials/ appointed officials.

Department/Office	Average Employee Count	Turnover	Transfers
Corrections	280	80	3
Emergency Medical Services	138	23	2
Juvenile Services	144	44	5
Sheriff's Office	215	66	2
Unified Road Systems	132	15	0
		↑228	↑12

*Turnover increased by 86; transfers increased by 5

FY21 COUNTY-WIDE TURNOVER STATISTICS

↓1650

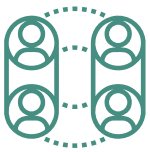
TOTAL AVERAGE EMPLOYEE COUNT

On average, there were 37 fewer employees from FY20 to FY21

↑380

TOTAL TURNOVER

124 more terminations than in FY20



↑37

TOTAL TRANSFERS

9 more transfers than in FY20

↑23.0%

TURNOVER RATE

Turnover rate increased by 7.8% from FY20 to FY21

↑25.3%

TURNOVER RATE WITH TRANSFERS

Turnover rate with transfers increased by 8.4% from FY20 to FY21

RATE OF RETENTION - ALL EMPLOYEES

Below is a look at retention rates for the past three fiscal years. Retention rates reflect the percentage of all employees that continued employment throughout a fiscal year. Departments and offices not listed had a 100% retention rate during this period. Starting and final employee counts may vary due to the timing of position start and termination.

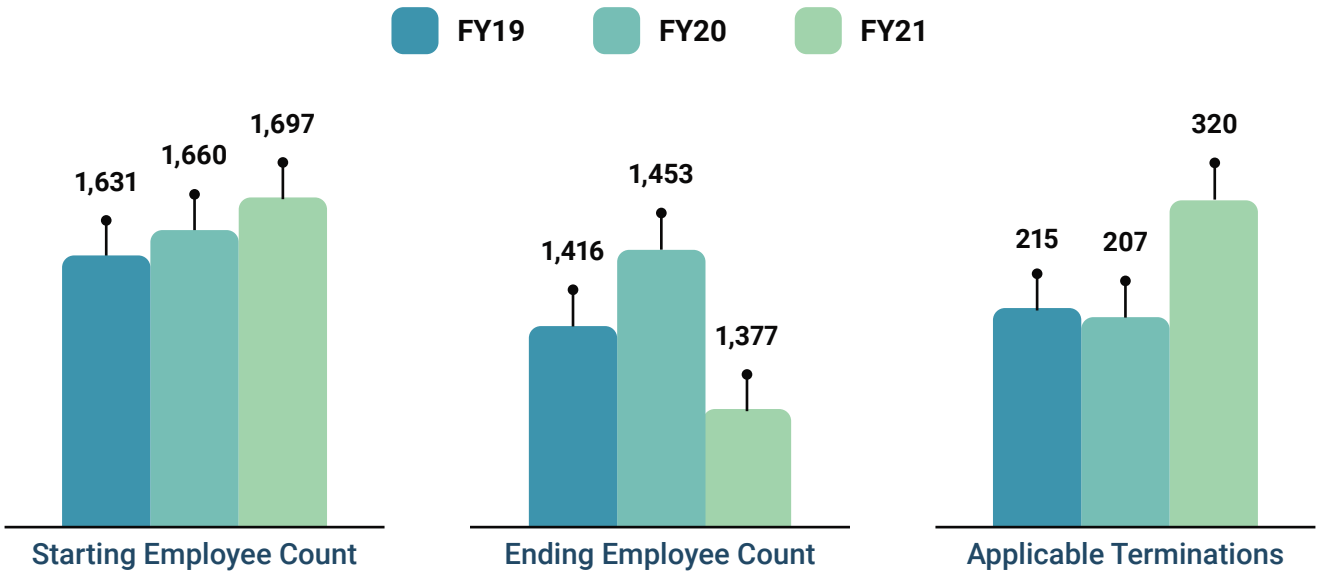
Department/Office	FY19			FY20			FY21		
	Start	Final	Rate	Start	Final	Rate	Start	Final	Rate
395th District Court	3	3	100%	3	3	100%	3	2	66.7%
911 Communications	55	45	81.8%	59	39	66.1%	61	44	72.1%
Animal Services	25	17	68.0%	30	21	70.0%	28	18	64.3%
Benefits	3	3	100%	3	3	100%	3	2	66.7%
Budget Office	3	3	100%	3	2	66.7%	3	3	100%
Building Maintenance	26	24	92.3%	29	27	93.1%	32	24	75.0%
Commissioner Pct 4	3	0	0.0%	3	3	100%	3	3	100%
Commissioners Court	4	4	100%	5	5	100%	6	4	66.7%
Constable Pct 1	13	11	84.6%	13	11	84.6%	13	6	46.2%
Constable Pct 2	13	13	100%	13	11	84.6%	14	10	71.4%
Constable Pct 3	15	15	100%	15	13	86.7%	15	13	86.7%
Constable Pct 4	13	11	84.6%	13	13	100%	13	9	69.2%
Corrections	307	256	83.4%	303	256	84.5%	310	237	76.5%
County Attorney	55	44	80.0%	53	39	73.6%	54	37	68.5%
County Auditor	28	25	89.3%	28	24	85.7%	29	25	86.2%
County Clerk	42	37	88.1%	42	38	90.5%	41	31	75.6%
County Court at Law 1	4	3	75.0%	4	3	75.0%	4	2	50.0%
County Court at Law 3	4	3	75.0%	4	4	100%	4	4	100%
County Judge	N/A*	N/A*	N/A*	5	5	100%	5	3	60.0%
County Treasurer	5	4	80.0%	5	4	80.0%	5	5	100%
District Attorney	38	35	92.1%	42	39	92.9%	42	39	92.9%
District Clerk	30	28	93.3%	33	32	97.0%	32	23	71.9%
Elections	12	10	83.3%	12	10	83.3%	11	9	81.8%
Emergency Management	4	3	75.0%	3	3	100%	4	3	75.0%
Emergency Medical Services	141	137	97.2%	141	131	92.9%	145	122	84.1%
Emergency Services	3	2	66.7%	2	1	50.0%	4	3	75.0%
Extension Services	2	2	100%	3	1	33.3%	1	1	100%
Fire Marshal Spec Ops-Hazmat	4	3	75.0%	4	2	50.0%	4	2	50.0%
Fleet Services	17	16	94.1%	16	15	93.8%	18	18	100%
Georgetown DPS	2	1	50.0%	1	1	100%	1	1	100%
Human Resources	10	8	80.0%	12	10	83.3%	12	11	91.7%
Information Systems	43	40	93.0%	47	43	91.5%	51	46	90.2%

*New department created, so position movement due to transferring funds to a newly created budget code

Department/Office	FY19			FY20			FY21		
	Start	Final	Rate	Start	Final	Rate	Start	Final	Rate
Justice of the Peace Pct 1	9	4	44.4%	10	7	70.0%	10	5	50.0%
Justice of the Peace Pct 2	11	10	90.9%	12	12	100%	13	12	92.3%
Justice of the Peace Pct 3	16	10	62.5%	14	13	92.9%	17	16	94.1%
Justice of the Peace Pct 4	11	5	45.5%	13	12	92.3%	13	10	76.9%
Juvenile Services	161	120	74.5%	147	114	77.6%	142	110	77.5%
Magistrate Office	8	6	75.0%	N/A*	N/A*	N/A*	4	4	100%
Mobile Outreach Team	10	9	90.0%	11	9	81.8%	11	10	90.9%
Parks	23	20	87.0%	25	19	76.0%	26	17	65.4%
Purchasing	10	7	70.0%	10	9	90.0%	9	7	77.8%
Sheriff's Office	217	198	91.2%	224	198	88.4%	229	167	72.9%
Tax Assessor/Collector	53	48	90.6%	54	52	96.3%	58	49	84.5%
Unified Road Systems	120	105	87.5%	127	115	90.6%	132	118	89.4%
Veteran Services	5	3	60.0%	6	5	83.3%	6	5	83.3%
WilCo Pretrial Services	N/A	N/A	N/A	3	3	100%	10	6	60.0%
Wireless Communications/RCS	5	2	40.0%	6	4	66.7%	7	7	100%

*New department created, so position movement due to transferring funds to a newly created budget code

COUNTY-WIDE RETENTION STATISTICS



ANNUAL RETENTION RATES

86.8%	87.5%	81.1%
FY19	FY20	FY21

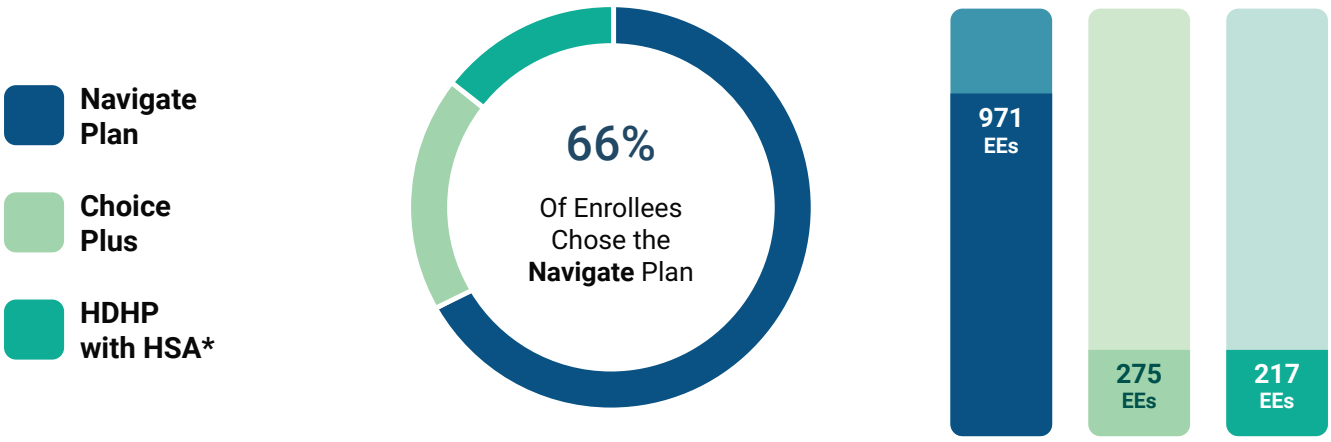
Retention rates reflect the percentage of employees continuing employment throughout a fiscal year

BENEFITS

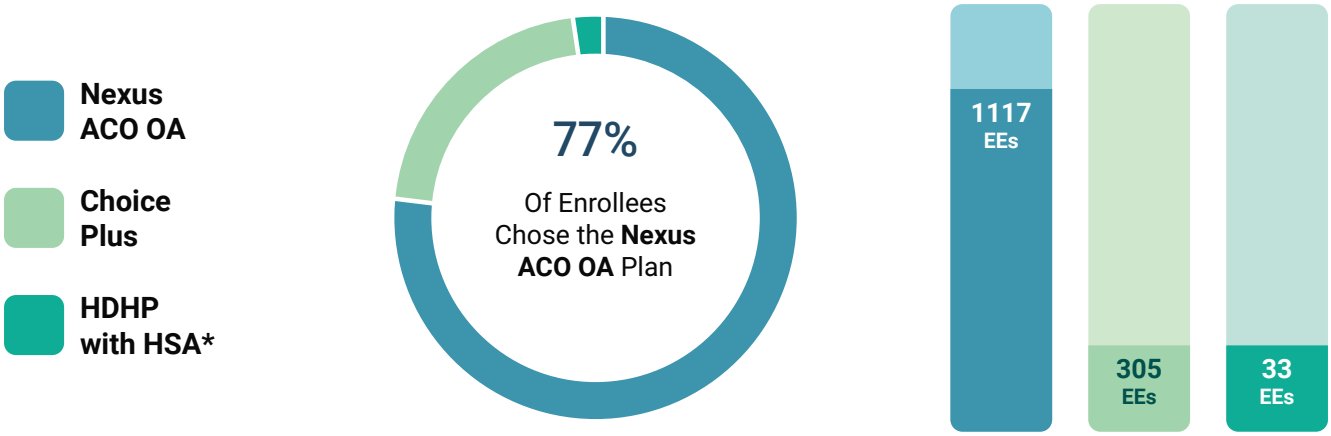
The employee total compensation package consists of salary and benefits. Williamson County provides well-rounded benefits offerings to eligible employees and their families; but how to do we compare? The following data is provided to allow a review of where we stand in relation to neighboring municipalities (please note that the market selected includes only local government entities that would incur similar market costs for healthcare). This information is based on current plan year rates and costs. Plan comparisons are for those plans with the closest match in plan design to the County's most utilized plan. For the 2022 Calendar Year (CY), employees were again offered a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) employer contribution option. Also included again this year is a utilization overview of the County-provided Employee Assistance Plan (EAP) that has played an important role in the lives of many of our employees and their loved ones.

CALENDAR YEAR (CY)
EMPLOYEE ENROLLMENT COMPARISON

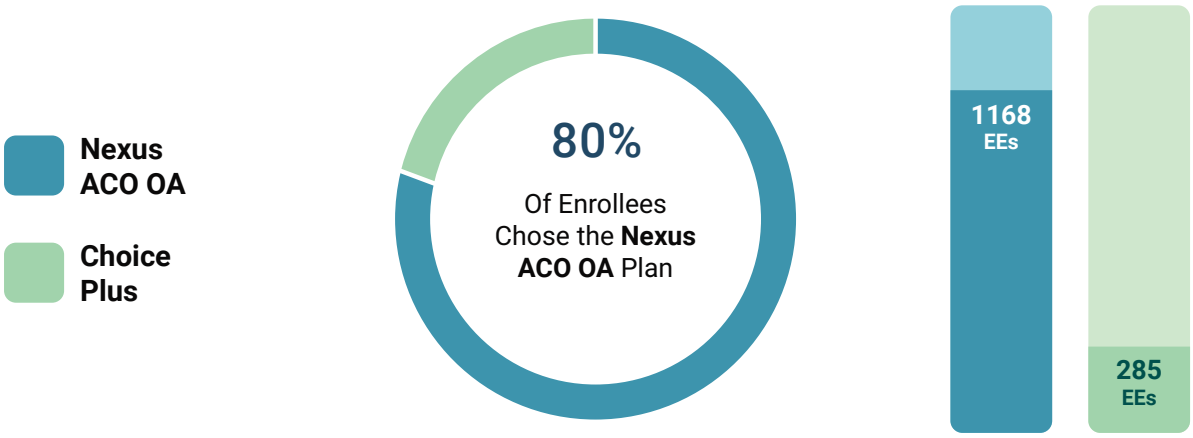
2022



2021

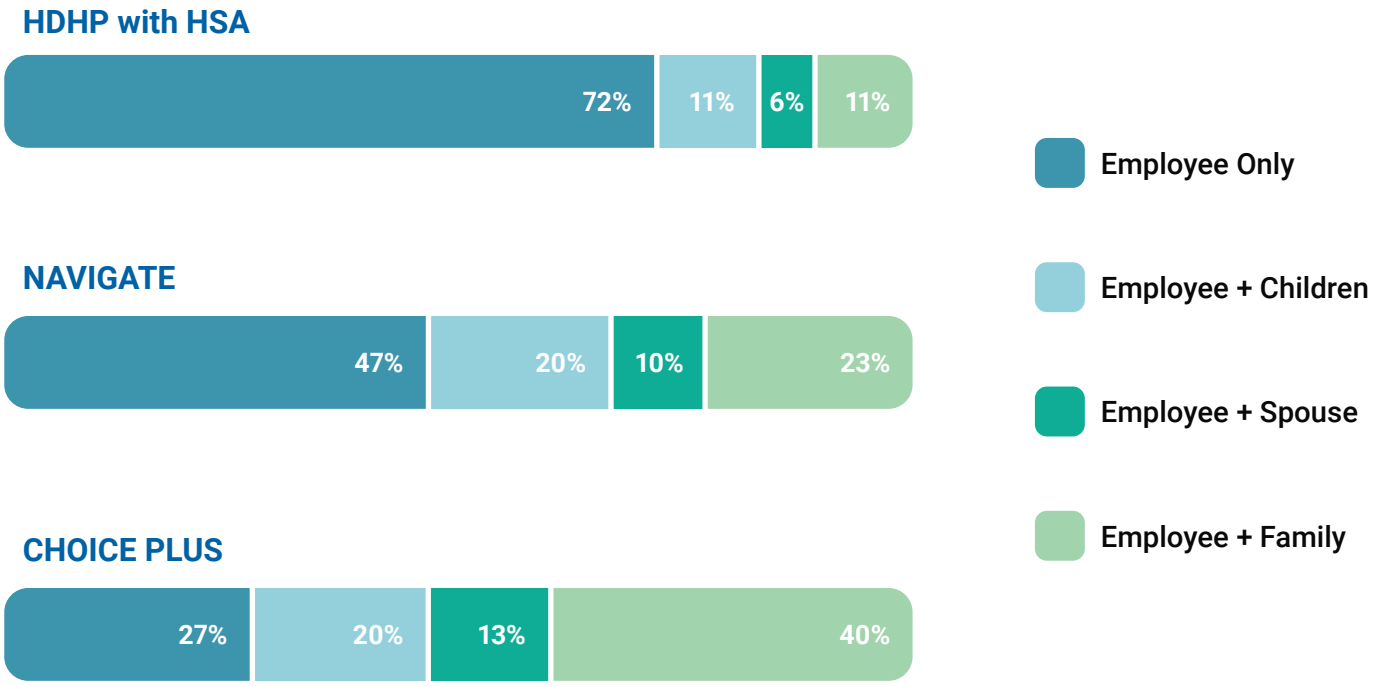


2020



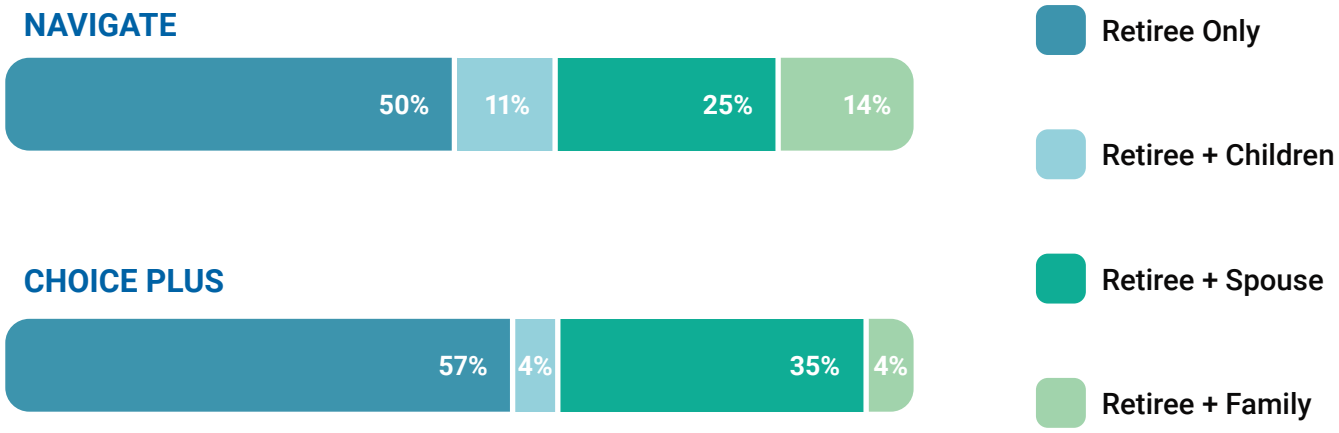
***Please Note:** Williamson County's employer contribution to the Health Savings Accounts (HSAs) increased from $500 in 2021 to $1,500 in 2022

CY22 EMPLOYEE HEALTH PLAN TIER COVERAGE OVERVIEW



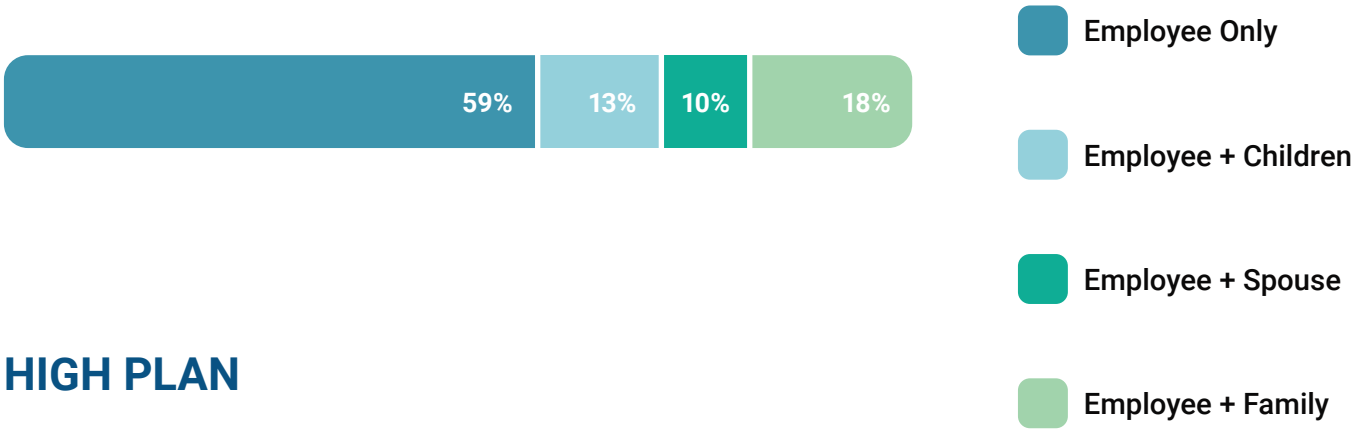
CY22 RETIREE HEALTH PLAN TIER COVERAGE OVERVIEW

The high deductible health plan (HDHP) with Health Savings Account (HSA) option is only available to active employees; qualified retirees may still select between the Navigate and Choice Plus plans



CY22 EMPLOYEE DENTAL TIER COVERAGE OVERVIEW

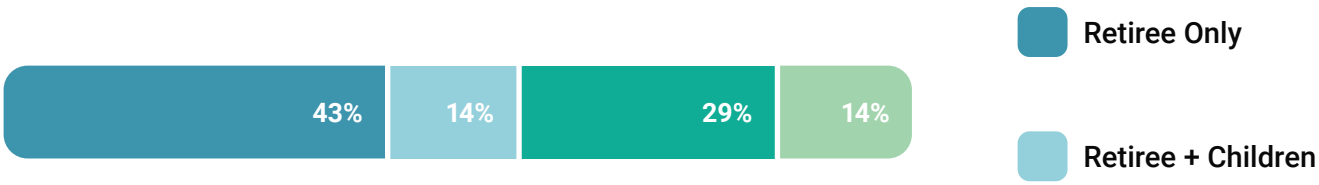
LOW PLAN



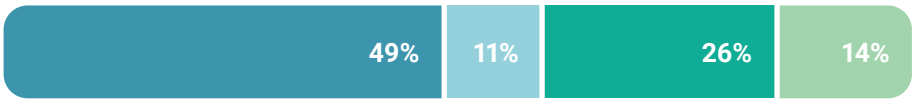
HIGH PLAN

CY22 RETIREE DENTAL TIER COVERAGE OVERVIEW

LOW PLAN



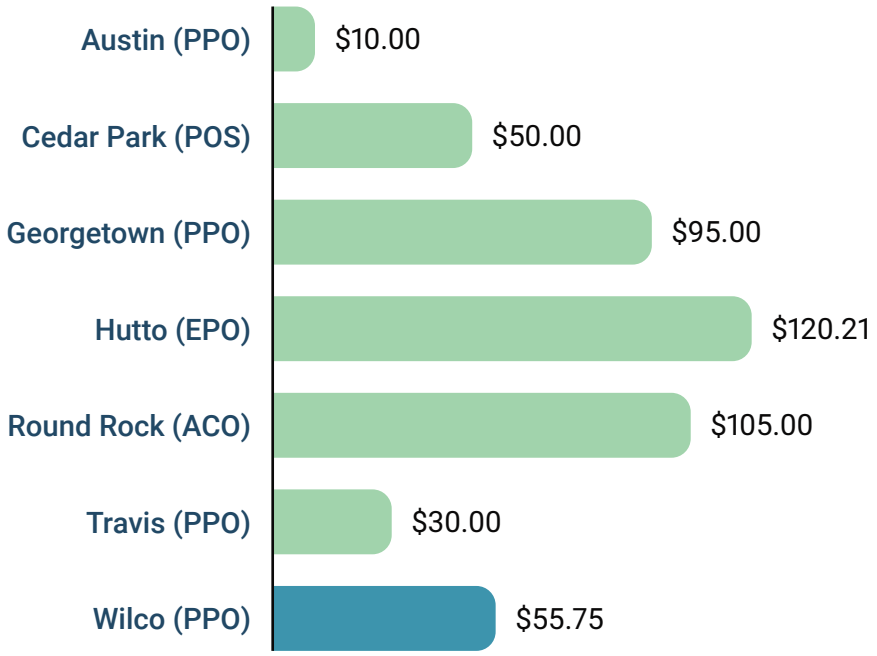
HIGH PLAN



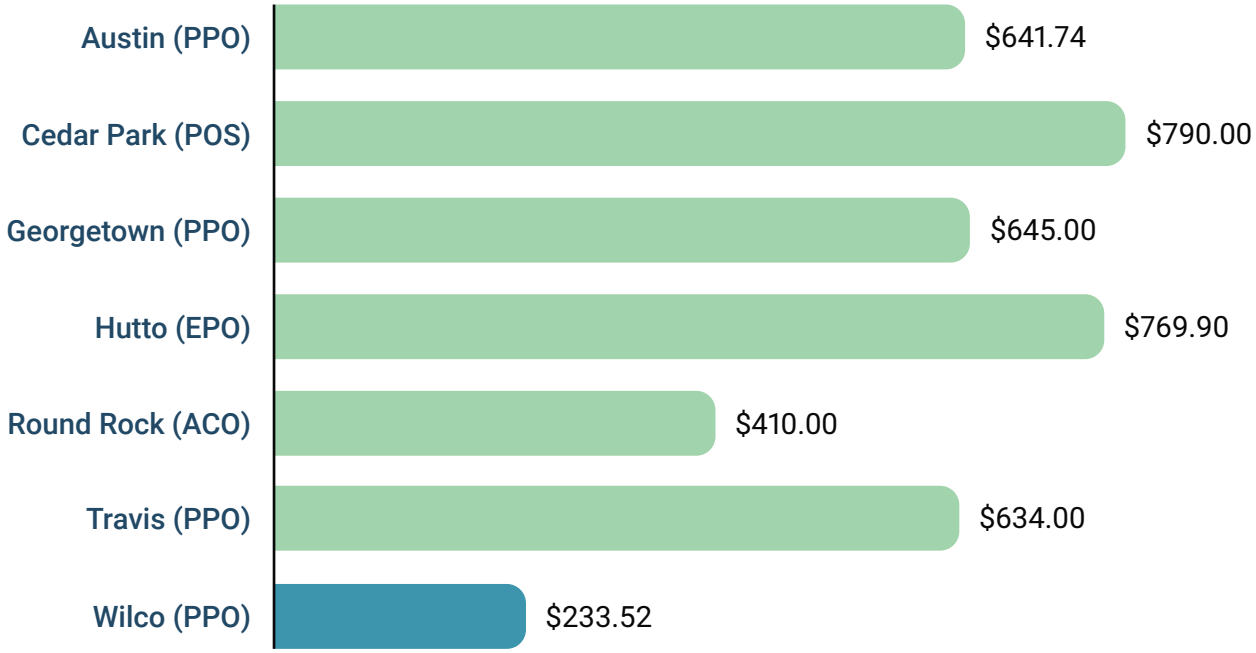
CY 2022
ANNUAL BENEFIT COSTS

Data is based on comparable plan types

SINGLE PREMIUM PER MONTH



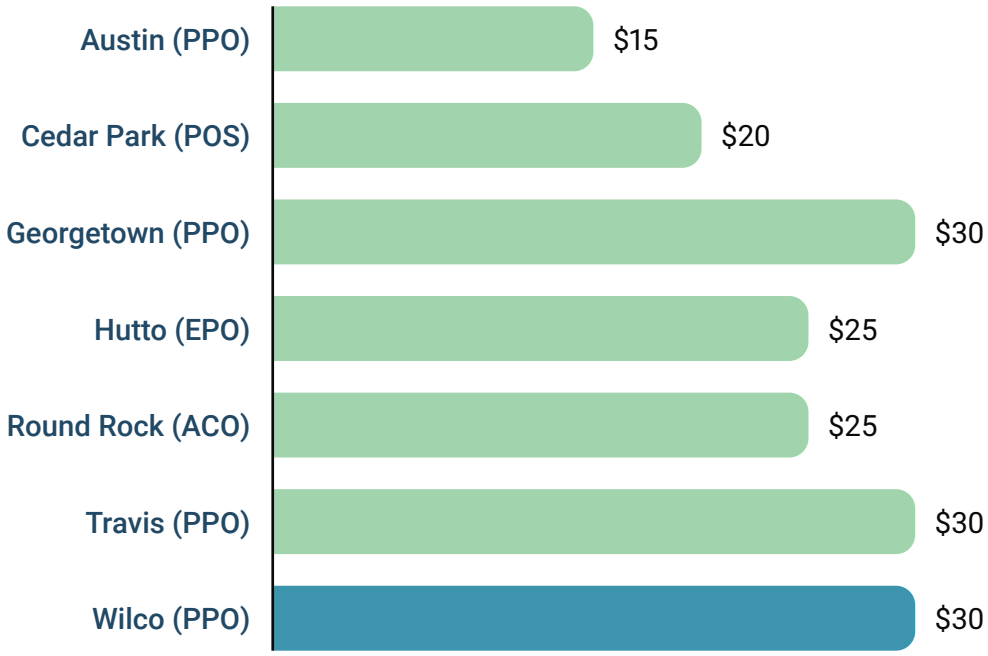
FAMILY PREMIUM PER MONTH



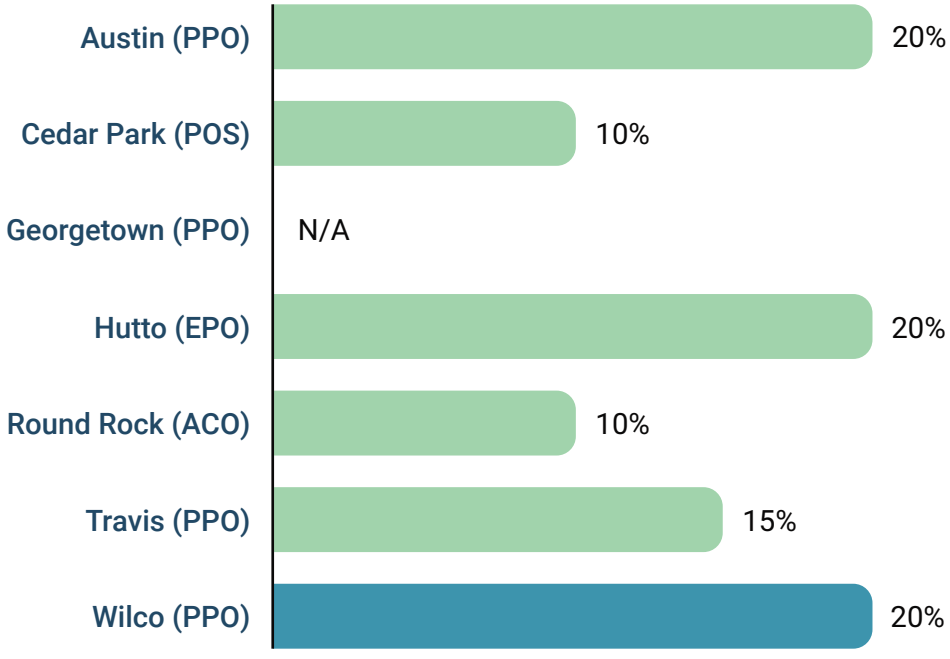
CY 2022
ANNUAL BENEFIT COSTS

Data is based on comparable plan types

CO-PAY PHYSICIAN



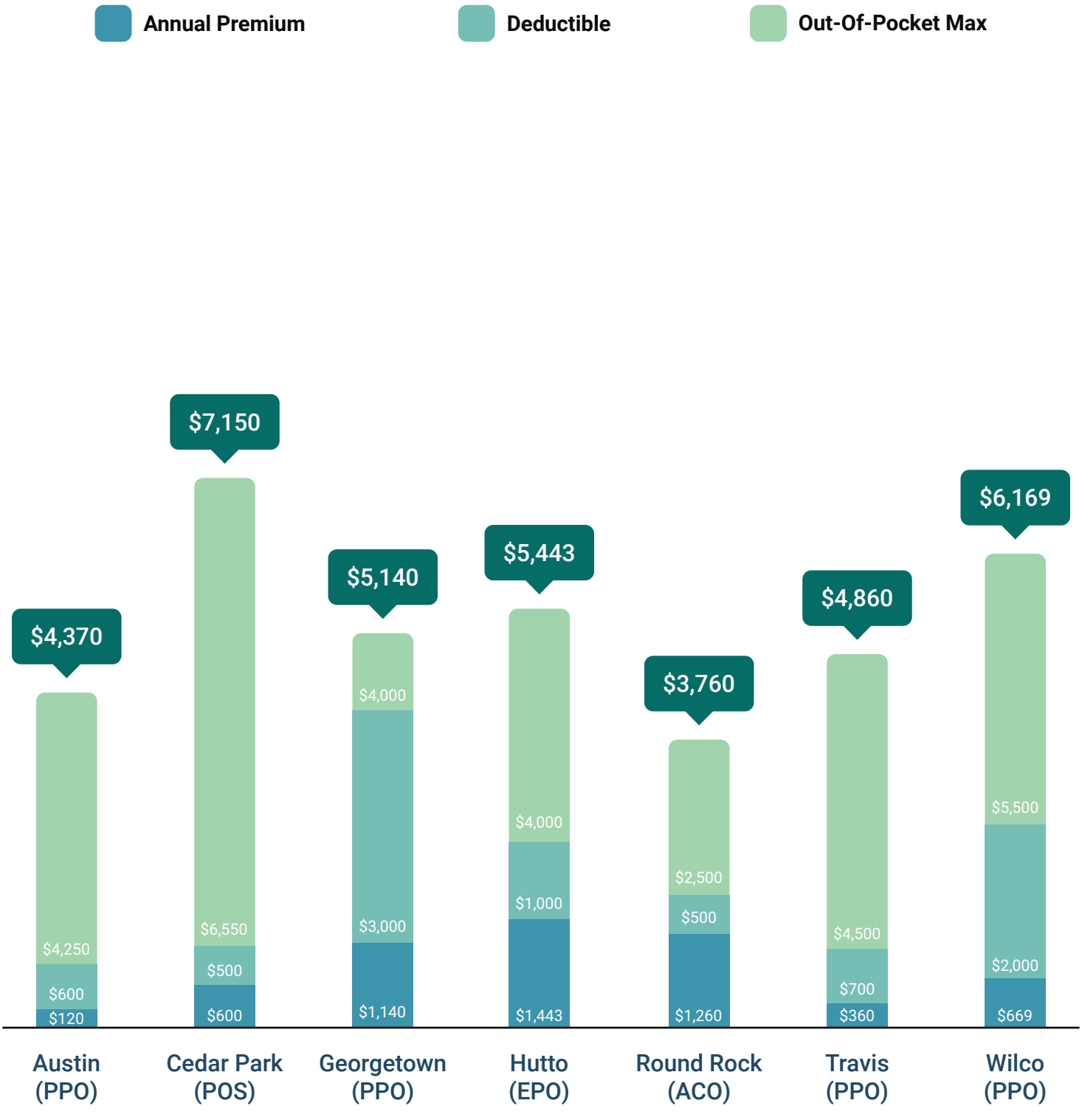
CO-INSURANCE



CY 2022 SINGLE
TOTAL POTENTIAL OUT-OF-POCKET COST

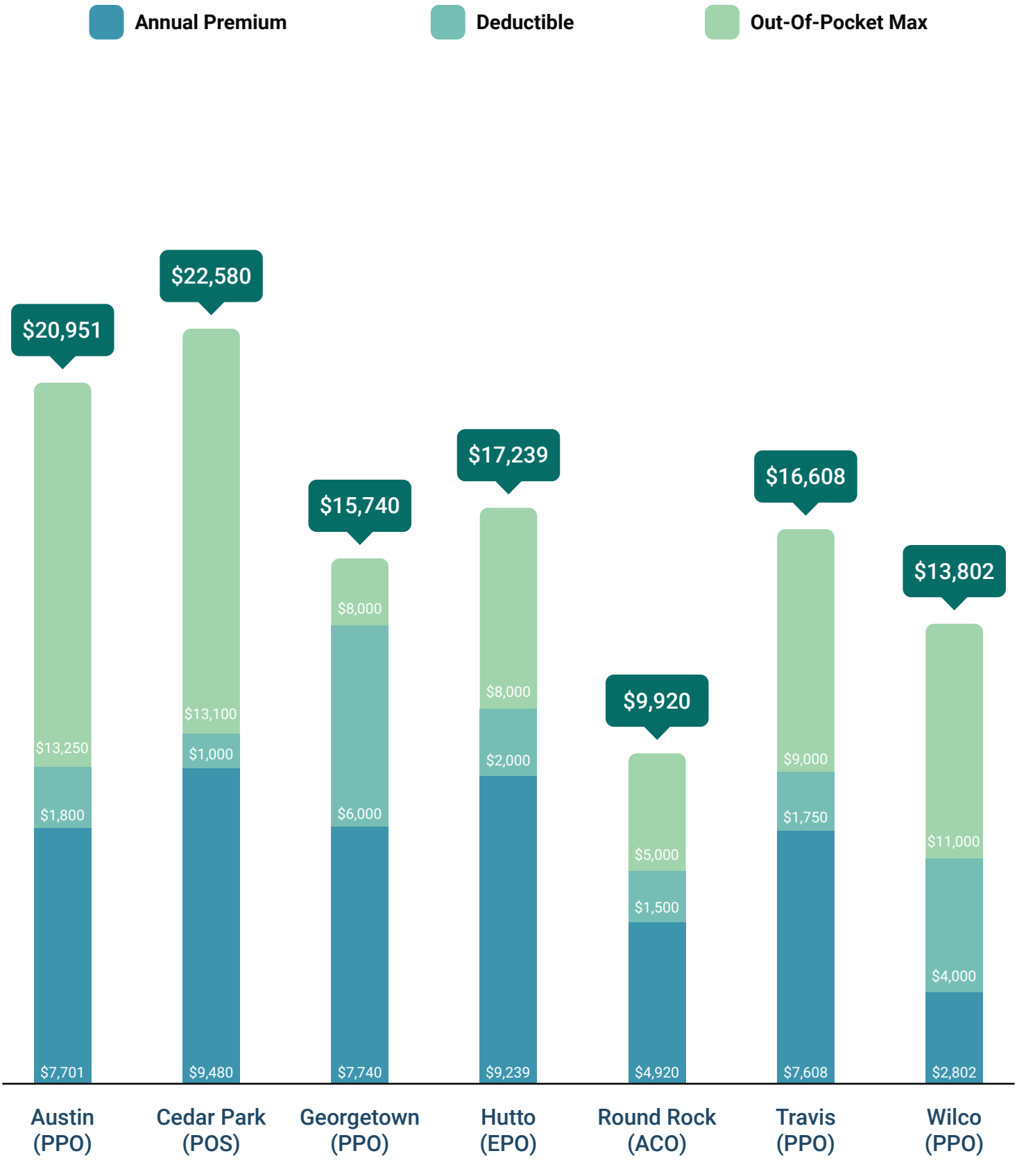
Data is based on comparable plan types
Deductibles count toward the total Out-of-Pocket max; totals have been calculated as such

For example, Williamson County's CY22 **total** was calculated by adding the annual premium ($669) with the out-of-pocket max ($5,500). The deductible was then included by subtracting it ($2,000) from the out-of-pocket max (now $3,500). These totals ($669) and ($2,000) plus ($3,500) are reflected in the graph below.



CY 2022 FAMILY
TOTAL POTENTIAL OUT-OF-POCKET COST

Data is based on comparable plan types
Deductibles count toward the total Out-of-Pocket max; totals have been calculated as such



CY 2021 EMPLOYEE ASSISTANCE PROGRAM (EAP) UTILIZATION

Actual numbers are not included in order to maintain privacy of participants

TYPES OF CASES

CLINICAL

Counseling cases that may include face-to-face, structured telephonic, video, on-line, first call resolution/in the moment support

WORK-LIFE

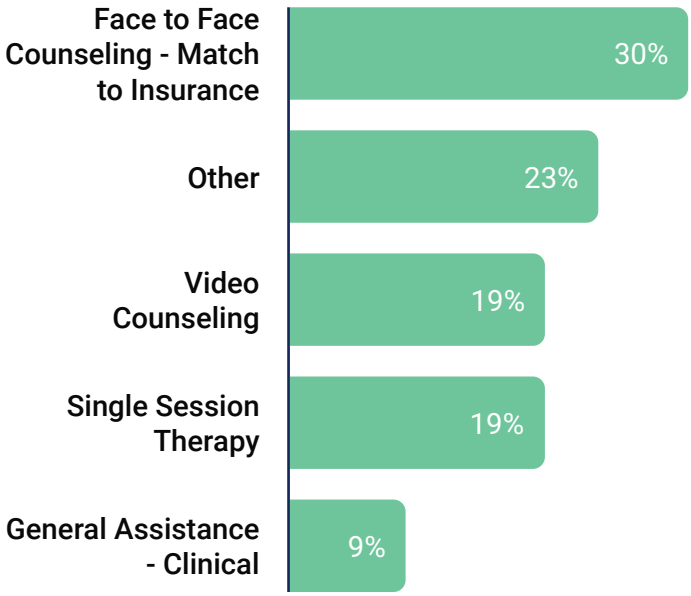
Consultation and/or referrals for community resources

WEB HITS

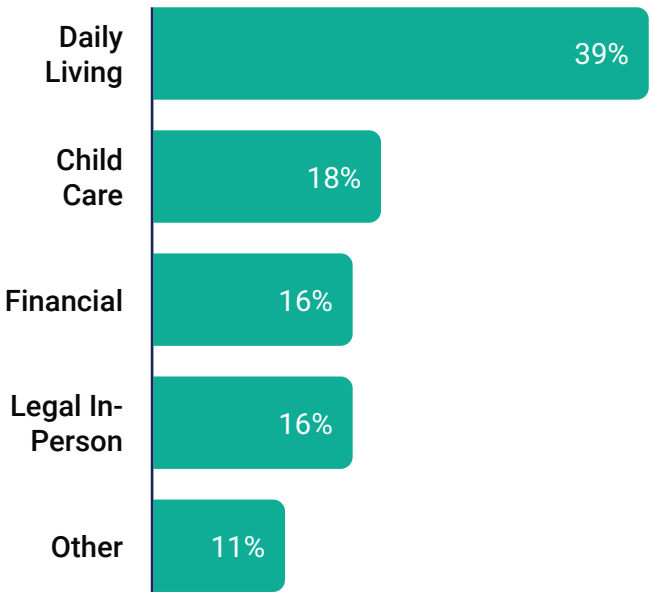
Recorded each time a user moves from section to section on the website

UTILIZATION OVERVIEW

CLINICAL SERVICES UTILIZATION



WORK-LIFE SERVICES UTILIZATION



TOP PRESENTING CONCERNS: CLINICAL & WORK-LIFE

PERSONAL

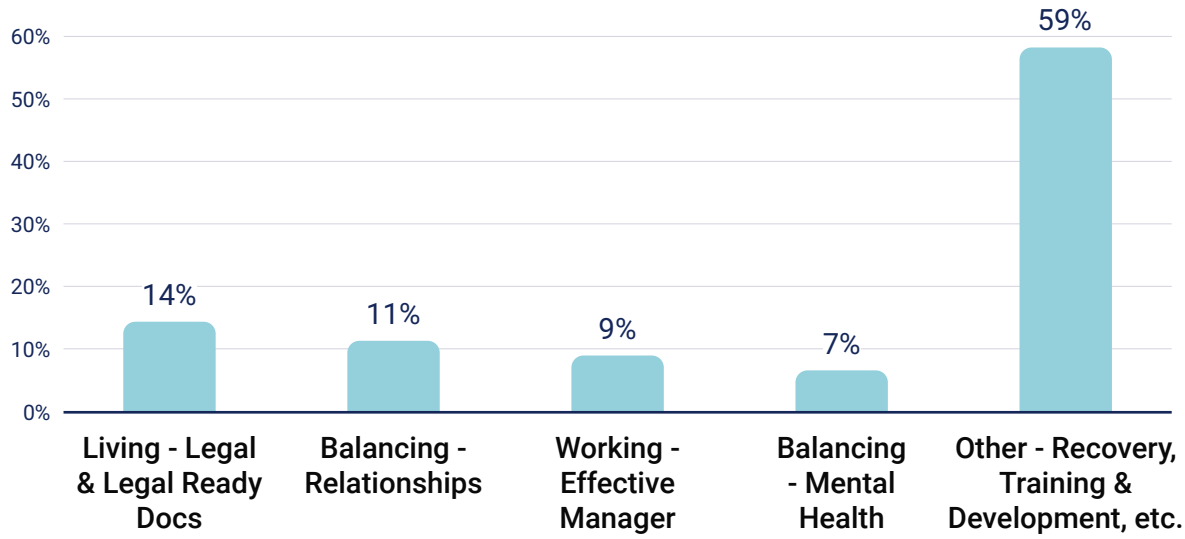
1. Stress
2. Low Mood
3. Anxiety/Panic
4. Low Self-Esteem
5. Difficulty Concentrating

WORK-RELATED

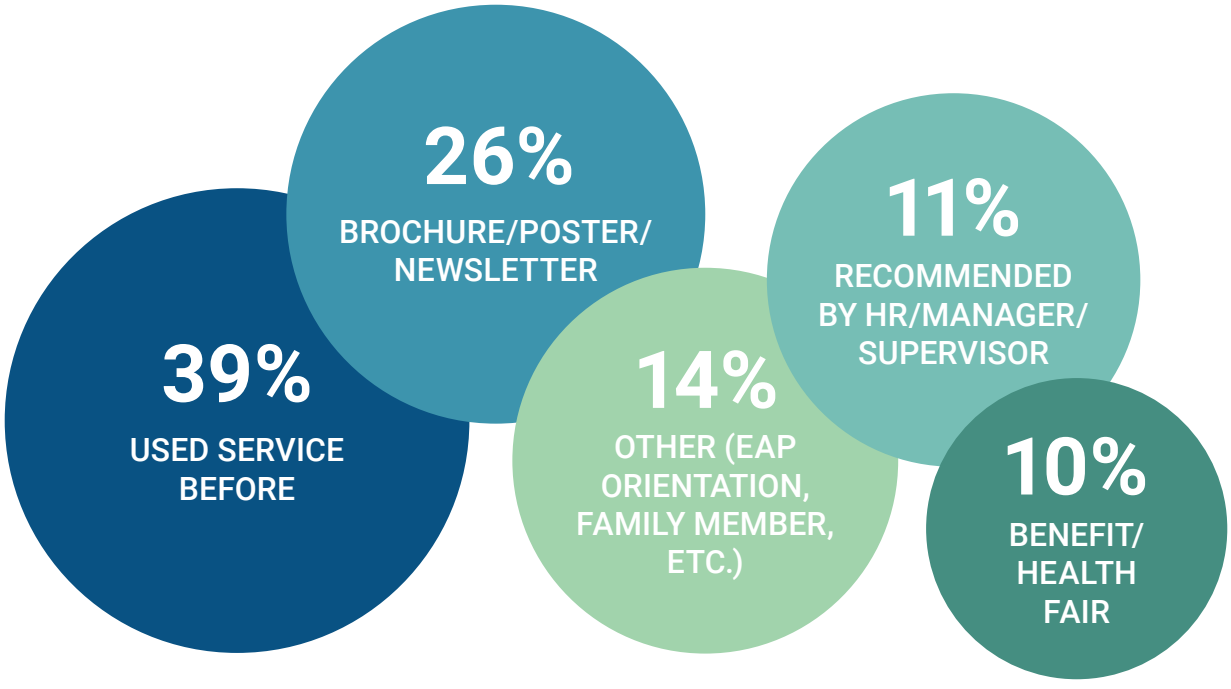
1. Workplace Stress
2. Work Performance Issues
3. Workplace Trauma
4. Workplace Bullying/Harassment
5. Conflict at Work

WEBSITE UTILIZATION

Does not include web hits from the Deer Oaks EAP home page



HOW PARTICIPANTS HEARD ABOUT THE EAP



REFLECTIONS

In 2021, County employees stepped up to continue to provide top notch service during the continuing pandemic. Human Resources was no exception. As with every other department, we found a way to not only keep going, but continued to implement improvements for leadership and employees across the County.

Below are highlights of some the accomplishments of this dedicated team:

- Kicked off two more cycles of the County-wide Salary Study
- Developed a more user-friendly online performance evaluation tool for managers. Includes a self-evaluation option that allows the manager to review the employee's evaluation of their performance
- Processed a much higher number of leave cases related to paid quarantine leave for eligible first responders as a result of Texas House Bill 2073
- January 2022, kicked off the new and more robust EAP program with Optum/UHC that includes more options for mental health assistance, cognitive behavioral therapy applications, legal, financial and local resources to assist employees, their dependents and household members with life challenges.
- Conducted the second annual virtual Benefits Fair that included educational and informational webinars, contests, videos, open enrollment information and chat sessions with the Benefits Team
- Rolled out the new one-stop benefits portal to enhance employee ability to find the information they need when they need it
- Welcomed two new Human Resources Generalists to the team to support the growing needs of the County
- Resumed the Employees of the Year recognition program

LOOKING AHEAD

The HR department is committed to seeking more opportunities to provide the highest level of support to all WilCo staff, and we are looking forward to the future!

Here are just a few of the exciting opportunities in the coming year:

• Continue to develop and grow our training, education and communications programs with in-house videos, webinars (i.e., retirement planning, wellness, etc.), and scheduled in-person updates on various subjects

• Continue to seek opportunities to streamline by automating forms and processes to provide the most efficient tools and response times to Leadership and employees

• March 2022, kick off the new County Well-Being program and branding called Wilco One, to provide resources, education and incentives for employees and their families. Includes an online portal for easy access

• Implementation of a County Risk Committee, composed of appointed members from several County departments. The committee will promote internal visibility of the financial and tactical role Risk Management plays in the overall success of the County's goals

And much, much more!

PRESENTED BY
Williamson County Human Resources

Rebecca Clemons, Senior Director
rclemons@wilco.org

PREPARED BY
Williamson County Organizational Development and Analytics Team

Rachel Nekolaichuk, HR Analyst
rachel.nekolaichuk@wilco.org

Holly Jung, Director
hjung@wilco.org

Commissioners Court - Regular Session **30.**

Meeting Date: 03/08/2022

risk team

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 reorganizing the Risk Department.

Background

The Risk Department currently resides within Human Resources. With the addition of the Risk Committee and moving to a more proactive risk model, we would like to discuss reorganizing the Risk Department to better meet the needs of Williamson County.

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	03/01/2022 10:31 AM
Form Started By: Rebecca Clemons		Started On: 03/01/2022 09:47 AM
Final Approval Date: 03/01/2022		

Commissioners Court - Regular Session **31.**

Meeting Date: 03/08/2022

2022 Capital Improvement Program Budget 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 2022 Capital Improvement Program Budget transfer to move $192,000 from P576 (2022 CIP Non-Departmental) to P565 (CTTC Winter Storm).

Background

This budget increase request in the amount of $142,000, is due to the necessity to supply 3-phase power to the CTTC Facility to support the new fire pump required for code compliance. The original utility provider estimate for this scope was based on a different pole and line route to the building than what is now being proposed. The current utility provider engineering has concluded that the pole and line route must be from a different direction which is farther away and must also include new poles and lines.

This transfer is also necessary to add $50,000 in project contingency for any other unforeseen events.

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	03/03/2022 11:12 AM
Form Started By: Tomika Lynce		Started On: 03/02/2022 02:59 PM
Final Approval Date: 03/03/2022		

Commissioners Court - Regular Session **32.**

Meeting Date: 03/08/2022

HBO Amd No 1

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action ratifying and approving an Amendment No. 1 to the Authorized Use Agreement between Williamson County and North Center Productions, Inc. for the use of Williamson County properties for filming and production of the HBO Max limited series titled Love & Death, and to authorize paid overtime to facilities personnel for after-work hours with such overtime to be reimbursed by North Center Productions, Inc.

Background

This amendment was necessary to add an additional day of filming at the Historic Williamson County Courthouse and to make a modification of the license fee for such additional use.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amd No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/02/2022 02:48 PM
Form Started By: Hal Hawes		Started On: 03/02/2022 02:34 PM
Final Approval Date: 03/02/2022		

AMENDMENT NO. 1
TO
AUTHORIZED USE AGREEMENT

This Amendment No. 1 to Authorized Use Agreement ("Amendment No.1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and North Center Productions, Inc. (the "USER").

RECITALS

WHEREAS, the COUNTY and USER previously entered into an Authorized Use Agreement for use of various properties owned by COUNTY for purposes of filming and production of HBO Max's limited series titled *Love & Death* (the "Agreement"), being executed to be effective as of February 8, 2022;

WHEREAS, USER desires to use the Interior Historic Courthouse for an additional day of filming and production, which was not originally set forth in the schedule of Exhibit "A" of the Agreement;

WHEREAS, COUNTY has agreed to allow the USER to use the Interior Historic Courthouse for an additional day of filming and production for an additional fee, as set out in an amended "Exhibit "A"; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the COUNTY and the USER agree that the Agreement is supplemented, amended and modified as follows:

I. Amendment to Exhibit "A" of the Agreement

The Exhibit "A" - Description and General Terms Of Authorized Area attached hereto as **Attachment "1"** shall supplant and replace the prior Exhibit "A" - Description and General Terms Of Authorized Area of the original Agreement and shall become effective as of the last party's execution below.

II. Terms of Agreement Control and Extent of Amendment No. 1

All other terms of the Agreement and any prior amendments thereto which have not

been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, the COUNTY and the USER have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

North Center Productions, Inc.:

By: _____

Printed Name: Ryan Smith

Title: Supervising Location Manager

Date: March 1st, 20 22

Williamson County, Texas:

By: _____

Printed Name: Bill Gravell, Jr

Title: County Judge

Date: March 2, 20 22

****Please note the above stated times are estimates and USER shall notify COUNTY and its officials and representatives of any changes in the event USER would like to change the above stated times.* ***However, USER acknowledges and agrees that the Day 8 Historic Courthouse prep times and Day 10 use times of the Historic Courthouse are not estimates and shall be strictly adhered to in order to avoid interruptions of downtown businesses in Georgetown and to avoid interference with COUNTY's business operations.***

NOTE: USER acknowledges that the South Entrance (8th Street Side) of the Historic Williamson County Courthouse contains the sole handicap ramp and entrance to the Historic Williamson County Courthouse and that USER shall keep such entrance open at all times during any use and shall not impede the use of such entrance by individuals that may need access the Williamson County Courthouse through such entrance.

The term "COMPLETED", as denoted in the schedule above, shall mean that all use for a particular day was previously completed by USER following execution of the original Agreement and prior to the effective date of Amendment No. 1.

Security Deposit: $1,000.00 (Deposited following execution of the original Agreement)

COUNTY Personnel Costs For After-Hours Work:

In the event USER uses the Authorized Area outside of COUNTY's normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, or uses an unoccupied facility, USER must pay an additional **$49.50 per hour** in order to reimburse COUNTY for personnel costs associated with after-hours work. Portions of an hour will be rounded up to a full hour. The total sum of this amount must be paid within ten (10) days of the expiration or termination of this Agreement. If USER fails to pay any such amounts when due, COUNTY will deduct all owing amounts from USER's security deposit in accordance with Section 2.(b) of the Agreement. COUNTY will assign and require up two employees for all after-hours work.

License Fee: $200,000.00 paid to Williamson County, Texas*

$10,000.00 paid to Williamson County Historical Commission*

*As of the effective date of the Amendment No. 1, USER has paid COUNTY $100,000.00 of the Total License Fee of $200,000.00 owed to COUNTY and USER has also paid the $10,000.00 License Fee that was owed to the Williamson County Historical Commission under the Agreement. The remaining $100,000.00 of the License Fee that is owed to COUNTY shall be due and paid upon delivery of USER's executed copy of the Amendment No. 1 to the Williamson County Judge's Office and prior to the date of any further use of the Interior Historic Courthouse. Personnel and any other costs must be paid pursuant to the terms of the Agreement.

Attachment 1

EXHIBIT "A"

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to USER, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s):	From -	Thursday, February 24, 2022
	To -	Monday, March 7, 2022
Permitted Use (Description of Use):		Filming and production of the HBO max's limited series titled *Love & Death*

Authorized Area (Location):

Day 0: Tuesday, February 22, 2022 // Exterior Historic Courthouse (COMPLETED)

7:00pm - 9:00pm - Prep Exterior Historic Courthouse

Day 1: Wednesday, February 23, 2022 // Exterior Historic Courthouse (East Entrance) (COMPLETED)

7:00am - 11:30am - Exterior Driving on Main
12:00pm - 2:30pm - Exterior of Historic Courthouse (east entrance)
4:00pm-7:00pm - Exterior of Historic Courthouse (east entrance)

Day 2: Thursday, February 24, 2022 // Exterior Historic Courthouse (East Entrance) (COMPLETED)

7:00am - 10:00am - Exterior Historic Courthouse (east entrance)
10:00am - 12:30pm/1:30pm - Exterior Historic Courthouse (east entrance)
1:30pm - 4:00pm - Exterior Historic Courthouse (east entrance)
4:00pm - 6:00pm - Exterior Historic Courthouse (east entrance)

Day 3: Friday, February 25, 2022 // Exterior Historic Courthouse (East Entrance) & Interior Corridor (after 5pm) (COMPLETED)

8:00am - 10:30am - Exterior Historic Courthouse (northeast corner sidewalk)

10:00am - 11:00am - Exterior Historic Courthouse (east entrance)
12:00pm - 1:00pm - Exterior Historic Courthouse (east entrance)
2:00pm - 3:00pm - Exterior Historic Courthouse (east entrance)
4:00pm - 6:00pm - Exterior Historic Courthouse (east entrance)
*** **AFTER 5PM** *** Interior Historic Courthouse **(PREP ONLY)**

Day 4: Saturday, February 26, 2022 // Interior Historic Courthouse (2nd Floor Conference Room & Corridors) (COMPLETED)

10:30am - 1:30pm - Interior Corridor
1:30pm - 4:30pm - Interior Corridor -Interior Historic Courthouse (Corridor)

Day 5: Sunday, February 27, 2022 // Interior Historic Courthouse (Balcony & Corridors) (COMPLETED)

7:00am - 9:30am - Exterior Courthouse Balcony (north balcony)
9:00pm - 1:30pm - Interior 2nd Floor Conference Room
1:30pm - 4:30pm - Interior 2nd Floor Conference Room
4:30pm - 7:30pm - Interior Corridor
7:30pm-11:00pm - **WRAP OUT HISTORIC COURTHOUSE**

Monday, February 28, 2022 // Exterior Historic Courthouse (COMPLETED)

5:00am - 8:00am – **WRAP OUT HISTORIC COURTHOUSE**

Tuesday, March 1, 2022 // Exterior Historic Courthouse (COMPLETED)

5:00pm - 9:00pm - **PREP EXTERIOR HISTORIC COURTHOUSE**

Day 6: Wednesday, March 2, 2022 // Exterior Historic Courthouse (North and East Entrance)

7:00am - 10:00am - Exterior Historic Courthouse (north entrance)
10:00am - 12:00pm - Exterior Historic Courthouse (east entrance)
1:00pm - 3:00pm - Exterior Historic Courthouse (east entrance)
Time permitting - 4:00pm - 7:00pm - Exterior Historic Courthouse (Northeast corner sidewalk)
PREP SCHEDULE:
2:00pm-3:00pm - **PREP SIGN OVER ENTRANCE OF JUSTICE CENTER EMPLOYEE ENTRANCE**

Day 7: Thursday, March 3, 2022 // Exterior Justice Center (Southwest Entrance)

7:00am - 9:00am (if not previously completed as a part of prior scheduling) - Exterior Historic Courthouse (Northeast corner sidewalk)
Move to Justice Center
7:00am - 2:00pm - Exterior Justice Center
10:00am - 4:00pm - Exterior Justice Center

1:00pm - 3:00pm - Exterior Justice Center
3:30pm - 5:00pm - Exterior Justice Center
Time Permitting:
5:30pm - 7:00pm - Exterior Justice Center
PREP SCHEDULE:
7:00am - 6:00pm - **PREP SALLYPORT**
AFTER 5PM - **LOAD INTO JUSTICE CENTER COURTROOM**

Day 8: Friday, March 4, 2022 // Exterior Justice Center (Southwest Entrance) & Interior Corridor

If not previously completed as a part of prior scheduling:
12:30pm - 3:00pm - Exterior Justice Center
12:30pm - 3:00pm - Exterior Justice Center
3:00pm - 6:00pm - Interior and Exterior Justice Center
*** 5:00pm - 11:00pm **AFTER 5PM***** Interior Justice Center Courtroom
PREP SCHEDULE:
7:00am - 1:00pm - **PREP INTERIOR HISTORIC COURTHOUSE**
7:00am - 6:00pm - **PREP SALLYPORT**
AFTER 5PM - **LOAD INTO JUSTICE CENTER CORRIDOR**

Day 9: Saturday, March 5, 2022 // Interior Justice Center - Courtroom & Exterior Justice Center (Northwest entrance) Sheriff's Office Sallyport

12:00pm - 3:00pm - Interior New Corridor
3:00pm - 6:30pm - Exterior Sallyport
6:30pm - 8:00pm - Exterior Sallyport
8:30pm - 12:00am - Exterior Sallyport
PREP SCHEDULE:
7:00am - 6:00pm - **PREP SALLYPORT**

Day 10: Sunday, March 6, 2022 // Exterior Historic Courthouse - Sheriff's Office Sallyport - Interior Historic Courthouse (Corridors)

1:00pm - 3:00pm - Interior Downstairs Corridor
3:00pm - 5:00pm - Interior Downstairs Corridor
5:00pm - 6:00pm - Interior Upstairs Outside Courtroom
6:00pm - 11:30pm - Exterior Sallyport
11:30pm - 1:30am - Interior Sallyport
WRAP SCHEDULE:
6:00pm-11:00pm - **WRAP OUT HISTORIC COURTHOUSE**
7:00am-6:00pm - **WRAP OUT INTERIOR JUSTICE CENTER**

Monday, March 7, 2022 // Sheriff's Office Sallyport

WRAP SCHEDULE:
7:00am-6:00pm - **WRAP OUT SALLYPORT**

Commissioners Court - Regular Session **33.**

Meeting Date: 03/08/2022

Authorize Advertisement for RFP #22RFP79 Broker of Record for Risk Coverage for HR Department (Risk)

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Broker of Record for Risk Coverage, under RFP #22RFP79.

Background

The County has multiple lines of insurance/reinsurance coverages as part of the property and casualty program which include the following: Property, General Liability, Excess Liability, Auto Liability, Public Officials Liability, Errors and Omission, Employee Benefits Liability, Law Enforcement Liability, Crime, Worker's Compensation and Employer's Liability, Medical Professional Liability, Pollution, Aviation and Cyber Risk. The Risk Management Department is responsible for administering the program for the County. Williamson County is seeking a Broker of Record to provide services to include but not limited to Liaison between County and Insurance Carriers, Insurance placement, Insurance program development, administration, issuance of insurance documents, advising of new policy needs, market research etc. Funding Source: 01.0100.0409.004100. Department point of contact is Malea Schmitt.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/02/2022 09:30 PM
County Judge Exec Asst.	Becky Pruitt	03/03/2022 08:58 AM
Form Started By: Kerstin Hancock		Started On: 03/01/2022 08:56 AM
Final Approval Date: 03/03/2022		

Commissioners Court - Regular Session **34.**

Meeting Date: 03/08/2022

Lease Agreement WCCHD

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on four Lease Agreements between the Williamson County and Cities Health District (WCCHD) and Williamson County, Texas relating to the establishment, maintenance, operation and use by the District of the County's facilities located at 355 Texas Ave, Round Rock, TX; 115 W 6th St. Taylor, TX; 100 W. 3rd St. Georgetown, TX; and 350 Discovery Blvd #102 Cedar Park, TX.

Background

The Commissioners Court approved License Agreements for each of these properties at its October 19, 2021 session. These agreements are necessary for the WCCHD to file applications with the Texas State Board of Pharmacy for conducting pharmacy related services. The Texas State Board of Pharmacy took issue with the use of the term "License" and requested that it be changed to "Lease". The four new "Lease Agreements" incorporate the term "Lease" in place of "License" and these agreements will supplant and replace the prior License Agreements that were approved and executed after the October 19, 2021 session.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Georgetown

Taylor

Cedar Park

Round Rock

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/22/2022 03:48 PM
Form Started By: Kathy Pierce		Started On: 02/22/2022 03:11 PM
Final Approval Date: 02/22/2022		

LEASE AGREEMENT
BETWEEN THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND
WILLIAMSON COUNTY
FOR USE OF CERTAIN COUNTY REAL PROPERTY

This Lease Agreement (hereinafter referred to as the "Agreement" or "Lease Agreement") is made and entered into by and between the WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (hereinafter referred to as the "District"), a public health district established under Chapter 121 of the Texas Health and Safety Code, and WILLIAMSON COUNTY (hereinafter referred to as the "County"), a political subdivision of the State of Texas. District and County are herein referred to as the "Parties."

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety code, authorizes the establishment of public health districts for the purpose of providing and furnishing public health programs for County residents; and

WHEREAS, in 1989, the Williamson County Health department was reorganized as a Chapter 121 Public Health district by Williamson County and the cities of Cedar Park, Georgetown, Round Rock and Taylor (the "Members") and re-designated as the Williamson County & Cities Health District; and

WHEREAS, the Members have entered into an amended Cooperative Agreement regarding the operation of the District on April 27, 2007, and later amended in 2021 pursuant to an Amended and Restated Cooperative Agreement; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows the County and the District to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties desire to contract with each other for the use of certain herein described real property related to the establishment, maintenance, and operation of the District; and

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial, serves a public purpose and is not detrimental to the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The

provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

2.1 The Parties recognize the importance and need for a program to provide and furnish public health programs for County residents. In furtherance of the Parties' provision and furnishing of such public health programs and in consideration of the public purpose related thereto, County leases and grants permission to the District to use the real property identified herein as facilities where activities related to the District can be conducted.

3. TERM

3.1 The initial term of this Agreement shall be for five (5) years from the effective date hereof. After that initial term, this Agreement may be renewed for successive terms of three (3) years each with such renewals to occur on or before the expiration date of the preceding term, and with such renewals being absolutely conditioned upon the express written agreement of the Parties. Such renewals are permitted only provided the District has performed each and every contractual obligation specified in this Agreement.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the initial term or any successive renewal terms.

4. OBLIGATIONS OF COUNTY

4.1 The County hereby leases to the District the real property located at 100 W. 3rd Street, Georgetown, Texas (the "Facilities") for the conduct of activities related to the District.

4.2 The County will provide routine maintenance and repairs as currently arranged through the Williamson County Facilities Maintenance Division. The District may submit to County requests to review remodel or large repair relating to the Facilities and the County will consider such requests through its periodic Capital Improvements Plan process; provided, however, County reserves the sole discretion on decisions to fund or provide any such remodeling or large repairs to the Facilities.

4.3 In consideration of the public purpose achieved through District's use of the Facilities, County shall be responsible for arranging and paying for janitorial services and utility services required in and to the Facilities. Such utility services shall be limited to electricity, gas, water, wastewater, sewer charges, and trash collection.

4.4 To warrant and defend District in the enjoyment and peaceful possession of the Facilities during the aforesaid term.

4.5 If the Facilities are destroyed or so damaged by fire, casualty, or other

disaster that they become untenantable, County will have the right to render the Facilities tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for County to adjust the loss with insurance companies insuring the Facilities, or for any other delay occasioned by conditions beyond the control of County. If the Facilities are not rendered tenantable within that time, County will have the right to terminate this Agreement by written notice to District.

4.6 To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

4.7 At County's expense, perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system.

5. OBLIGATIONS OF DISTRICT

5.1 District shall conform to all requirements of the Code of Ordinances of any city in which a Facility is located, as currently existing and as may be amended in future, relating to the use, operation and maintenance of the Facilities.

5.2 If any portion of the Facilities breaks down or for any cause ceases to function properly, the District will notify the County through the County's work order system to request a repair and coordinate needed repairs and associated costs.

5.3 District shall be responsible for all furnishings and equipment of the Facilities, including, but not limited to, ensuring compliance with all applicable local, Federal and State regulations, including, but not limited to, the ADA.

5.4 If this Agreement is terminated by District for cause or convenience under the provisions of Section 7 herein, then District shall immediately restore the Facilities to the condition that it existed in just prior to execution of this Agreement.

5.5 Maintain at all times during any term of this Agreement, at District's cost, broad coverage fire and casualty insurance on its property and to provide County with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. District's property will not be covered by any hazard insurance that may be carried by County. The District assumes the risk of loss on all contents of the Facilities owned by the District, excluding the building structures and improvements owned by the County.

5.6 To use the Facilities in a careful and proper manner for the express purpose of providing and furnishing public health programs for Williamson County residents; to commit or permit no waste or damages to the Facilities; or to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance.

5.7 To comply with the Rules and Regulations attached hereto as Attachment

5.8 To prohibit and refrain from engaging or in allowing any use of the Facilities that will increase County's premiums for insurance on the building without the express written consent of County.

5.9 To make no alterations in or additions or improvements to the Facilities or maintain signs advertising the District on the Facilities without, in each case, obtaining the written consent of County.

5.10 To permit County to enter, inspect, and make such repairs to the Facilities as County may reasonably desire, at all reasonable times.

5.11 To maintain the routine hours of operation of 7:00 AM to 6:00 PM, Monday through Friday, and District access for special events, outreach services, and emergency response activities permitted 24 hours per day and all 365 days of the year. In the event the District's operating days and hours cause County to incur additional maintenance and janitorial costs, District shall be obligated to reimburse the County for such additional costs.

6. LIABILITY, IMMUNITY AND LIMITATION OF WARRANTIES

6.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

6.2 The provisions of Article VI of the Cooperative Agreement, entitled Liability and Immunity, are fully and totally incorporated in this Agreement.

6.3 LIMITATIONS OF WARRANTIES. DISTRICT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE FACILITIES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE FACILITIES, (C) THE SUITABILITY OF THE FACILITIES FOR ANY AND ALL ACTIVITIES AND USES WHICH DISTRICT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE FACILITIES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE FACILITIES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE FACILITIES, AND SPECIFICALLY THAT COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE FACILITIES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS

AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE FACILITIES, DISTRICT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE FACILITIES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE FACILITIES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE AGREEMENT OF THE FACILITIES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". DISTRICT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION TO PERMIT DISTRICT TO USE THE FACILITIES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE AGREEMENT.

7. TERMINATION AND SUSPENSION

7.1 County has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to District.

7.2 In the event of any default or breach by District, County has the right to terminate this Agreement for cause, upon thirty (30) days' written notice to District.

7.3 District has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to County.

8. COUNTY'S ADMINISTRATOR AND PROPERTY MANAGER; NOTICE

8.1 The Director of the Williamson County Facilities Maintenance Department (or as otherwise designated by County), shall serve as the County's administrator and property manager. The County's administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the District.

County's Lease Agreement administrator and property manager contact information is as follows:

Williamson County Facilities
Maintenance Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Email: facilities@wilco.org

For all requests for services or repairs which County is obligated to provide and perform under this Lease Agreement, District shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

8.2 All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

District

Attention: WCCHD Interim Executive Director/Deputy Director
Caroline Hilbert, M.D., M.P.H. (or successor)
355 Texas Ave.
Round Rock, Texas 78664

Williamson County

Attention: Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

9. DISPUTE RESOLUTION

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, District and County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 District and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. MISCELLANEOUS PROVISIONS

10.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement supplants and replaces that certain License Agreement Between the Williamson County and Cities Health District and Williamson County for Use of Certain County Real Property executed by the Parties and dated effective October 19, 2021 and constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or sublease any part of the Facilities without first obtaining the written consent of the other Party.

10.10 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 District shall have the right to terminate this Agreement at the end of any District fiscal year if the governing body of District does not appropriate sufficient funds as determined by District's budget for the fiscal year in question. District may affect such termination by giving County written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.16 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.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

(signatures on the following page)

APPROVED by the Williamson County Board of Health for the Williamson County and Cities Health District, in its meeting held on the 17th day of February, 2022, and executed by its authorized representative.

DISTRICT

By: _____

Printed Name: Caroline Hilbert

Title: Executive Director

Date Signed: February 22, 2022

APPROVED by the Commissioners Court of Williamson County in its meeting held on the day of _____ _____, 20___, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date Signed: _____ ___, 20____

Attachment 1

RULES AND REGULATIONS

1. District and District's employees shall not loiter in any common area adjoining the Facilities nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Facilities. They shall use the same only as passageways to and from their respective work areas.

2. District shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Facilities without prior written consent from County. District shall keep all sidewalk areas in, on and around the Facilities clean and free of debris. District shall reimburse County for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Facilities. District may install window treatment inside the Facilities such as vertical blinds if approved by County. Any "window treatment" shall be in a color congruent and consistent with the parts of the Facilities. District also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with County's prior written approval.

5. District shall not do anything in the Facilities, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Facilities or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. District shall not use any machinery in the Facilities (regardless whether County approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Facilities.

7. County may limit weight, size and position of all safes, fixtures, and other equipment used in the Facilities.

8. District nor District's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other Districts or those having business with them, nor bring into nor keep within the Facilities any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the Lease Agreement, District shall have no right to place an antenna on the roof or exterior walls of the Facilities. District is not allowed on the roof nor may District place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from County.

10. All garbage, including wet garbage, refuse or trash, shall be placed by District in the receptacles near the Facilities provided by District for that purpose.

11. District shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Facilities except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Facilities by District. Hazardous chemicals are not prohibited on the Property. District shall cooperate with County and all other Districts so that the common areas adjoining the Facilities may be kept in a clean and orderly condition and free of obstructions.

12. District shall not overburden the parking facilities and shall cooperate with County and other users in the use of the parking facilities. County reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among the users of the parking facilities.

13. District shall cooperate with any security regulations issued by County from time to time and shall comply with instructions and/or directions of County's duly authorized personnel for the protection of the Facilities.

14. No waiver of any rule or regulation by County or County's agent shall have any effect unless expressed in writing and signed by County or its authorized agent.

15. County reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in County's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Facilities, and for the preservation of good order therein, as well as for the convenience of other occupants and users of premises adjoining the Facilities. County shall not be responsible to District or any other person for the non-observance or violation of the rules and regulations by any other user or other person. District shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the Facilities.

16. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by County and the Lease Agreement provisions, the Lease Agreement provisions shall prevail.

LEASE AGREEMENT
BETWEEN THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND
WILLIAMSON COUNTY
FOR USE OF CERTAIN COUNTY REAL PROPERTY

This Lease Agreement (hereinafter referred to as the "Agreement" or "Lease Agreement") is made and entered into by and between the WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (hereinafter referred to as the "District"), a public health district established under Chapter 121 of the Texas Health and Safety Code, and WILLIAMSON COUNTY (hereinafter referred to as the "County"), a political subdivision of the State of Texas. District and County are herein referred to as the "Parties."

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety code, authorizes the establishment of public health districts for the purpose of providing and furnishing public health programs for County residents; and

WHEREAS, in 1989, the Williamson County Health department was reorganized as a Chapter 121 Public Health district by Williamson County and the cities of Cedar Park, Georgetown, Round Rock and Taylor (the "Members") and re-designated as the Williamson County & Cities Health District; and

WHEREAS, the Members have entered into an amended Cooperative Agreement regarding the operation of the District on April 27, 2007, and later amended in 2021 pursuant to an Amended and Restated Cooperative Agreement; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows the County and the District to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties desire to contract with each other for the use of certain herein described real property related to the establishment, maintenance, and operation of the District; and

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial, serves a public purpose and is not detrimental to the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The

provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

2.1 The Parties recognize the importance and need for a program to provide and furnish public health programs for County residents. In furtherance of the Parties' provision and furnishing of such public health programs and in consideration of the public purpose related thereto, County leases and grants permission to the District to use the real property identified herein as facilities where activities related to the District can be conducted.

3. TERM

3.1 The initial term of this Agreement shall be for five (5) years from the effective date hereof. After that initial term, this Agreement may be renewed for successive terms of three (3) years each with such renewals to occur on or before the expiration date of the preceding term, and with such renewals being absolutely conditioned upon the express written agreement of the Parties. Such renewals are permitted only provided the District has performed each and every contractual obligation specified in this Agreement.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the initial term or any successive renewal terms.

4. OBLIGATIONS OF COUNTY

4.1 The County hereby leases to the District the real property located at 115 W. 6th Street, Taylor, Texas (the "Facilities") for the conduct of activities related to the District.

4.2 The County will provide routine maintenance and repairs as currently arranged through the Williamson County Facilities Maintenance Division. The District may submit to County requests to review remodel or large repair relating to the Facilities and the County will consider such requests through its periodic Capital Improvements Plan process; provided, however, County reserves the sole discretion on decisions to fund or provide any such remodeling or large repairs to the Facilities.

4.3 In consideration of the public purpose achieved through District's use of the Facilities, County shall be responsible for arranging and paying for janitorial services and utility services required in and to the Facilities. Such utility services shall be limited to electricity, gas, water, wastewater, sewer charges, and trash collection.

4.4 To warrant and defend District in the enjoyment and peaceful possession of the Facilities during the aforesaid term.

4.5 If the Facilities are destroyed or so damaged by fire, casualty, or other

disaster that they become untenantable, County will have the right to render the Facilities tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for County to adjust the loss with insurance companies insuring the Facilities, or for any other delay occasioned by conditions beyond the control of County. If the Facilities are not rendered tenantable within that time, County will have the right to terminate this Agreement by written notice to District.

4.6 To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

4.7 At County's expense, perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system.

5. OBLIGATIONS OF DISTRICT

5.1 District shall conform to all requirements of the Code of Ordinances of any city in which a Facility is located, as currently existing and as may be amended in future, relating to the use, operation and maintenance of the Facilities.

5.2 If any portion of the Facilities breaks down or for any cause ceases to function properly, the District will notify the County through the County's work order system to request a repair and coordinate needed repairs and associated costs.

5.3 District shall be responsible for all furnishings and equipment of the Facilities, including, but not limited to, ensuring compliance with all applicable local, Federal and State regulations, including, but not limited to, the ADA.

5.4 If this Agreement is terminated by District for cause or convenience under the provisions of Section 7 herein, then District shall immediately restore the Facilities to the condition that it existed in just prior to execution of this Agreement.

5.5 Maintain at all times during any term of this Agreement, at District's cost, broad coverage fire and casualty insurance on its property and to provide County with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. District's property will not be covered by any hazard insurance that may be carried by County. The District assumes the risk of loss on all contents of the Facilities owned by the District, excluding the building structures and improvements owned by the County.

5.6 To use the Facilities in a careful and proper manner for the express purpose of providing and furnishing public health programs for Williamson County residents; to commit or permit no waste or damages to the Facilities; or to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance.

5.7 To comply with the Rules and Regulations attached hereto as Attachment

5.8 To prohibit and refrain from engaging or in allowing any use of the Facilities that will increase County's premiums for insurance on the building without the express written consent of County.

5.9 To make no alterations in or additions or improvements to the Facilities or maintain signs advertising the District on the Facilities without, in each case, obtaining the written consent of County.

5.10 To permit County to enter, inspect, and make such repairs to the Facilities as County may reasonably desire, at all reasonable times.

5.11 To maintain the routine hours of operation of 7:00 AM to 6:00 PM, Monday through Friday, and District access for special events, outreach services, and emergency response activities permitted 24 hours per day and all 365 days of the year. In the event the District's operating days and hours cause County to incur additional maintenance and janitorial costs, District shall be obligated to reimburse the County for such additional costs.

6. LIABILITY, IMMUNITY AND LIMITATION OF WARRANTIES

6.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

6.2 The provisions of Article VI of the Cooperative Agreement, entitled Liability and Immunity, are fully and totally incorporated in this Agreement.

6.3 LIMITATIONS OF WARRANTIES. DISTRICT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE FACILITIES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE FACILITIES, (C) THE SUITABILITY OF THE FACILITIES FOR ANY AND ALL ACTIVITIES AND USES WHICH DISTRICT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE FACILITIES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE FACILITIES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE FACILITIES, AND SPECIFICALLY THAT COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE FACILITIES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS

AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE FACILITIES, DISTRICT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE FACILITIES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE FACILITIES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE AGREEMENT OF THE FACILITIES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". DISTRICT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION TO PERMIT DISTRICT TO USE THE FACILITIES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE AGREEMENT.

7. TERMINATION AND SUSPENSION

7.1 County has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to District.

7.2 In the event of any default or breach by District, County has the right to terminate this Agreement for cause, upon thirty (30) days' written notice to District.

7.3 District has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to County.

8. COUNTY'S ADMINISTRATOR AND PROPERTY MANAGER; NOTICE

8.1 The Director of the Williamson County Facilities Maintenance Department (or as otherwise designated by County), shall serve as the County's administrator and property manager. The County's administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the District.

County's Lease Agreement administrator and property manager contact information is as follows:

Williamson County Facilities
Maintenance Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Email: facilities@wilco.org

For all requests for services or repairs which County is obligated to provide and perform under this Lease Agreement, District shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

8.2 All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

District

Attention: WCCHD Interim Executive Director/Deputy Director
Caroline Hilbert, M.D., M.P.H. (or successor)
355 Texas Ave.
Round Rock, Texas 78664

Williamson County

Attention: Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

9. DISPUTE RESOLUTION

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, District and County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 District and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. MISCELLANEOUS PROVISIONS

10.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement supplants and replaces that certain License Agreement Between the Williamson County and Cities Health District and Williamson County for Use of Certain County Real Property executed by the Parties and dated effective October 19, 2021 and constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or sublease any part of the Facilities without first obtaining the written consent of the other Party.

10.10 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 District shall have the right to terminate this Agreement at the end of any District fiscal year if the governing body of District does not appropriate sufficient funds as determined by District's budget for the fiscal year in question. District may affect such termination by giving County written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.16 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.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

(signatures on the following page)

APPROVED by the Williamson County Board of Health for the Williamson County and Cities Health District, in its meeting held on the 17th day of February, 2022, and executed by its authorized representative.

DISTRICT

By: _____

Printed Name: Caroline Hilbert

Title: Executive Director

Date Signed: February 22, 2022

APPROVED by the Commissioners Court of Williamson County in its meeting held on the day of _____ _____, 20___, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date Signed: _____ ___, 20____

Attachment 1

RULES AND REGULATIONS

1. District and District's employees shall not loiter in any common area adjoining the Facilities nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Facilities. They shall use the same only as passageways to and from their respective work areas.

2. District shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Facilities without prior written consent from County. District shall keep all sidewalk areas in, on and around the Facilities clean and free of debris. District shall reimburse County for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Facilities. District may install window treatment inside the Facilities such as vertical blinds if approved by County. Any "window treatment" shall be in a color congruent and consistent with the parts of the Facilities. District also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with County's prior written approval.

5. District shall not do anything in the Facilities, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Facilities or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. District shall not use any machinery in the Facilities (regardless whether County approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Facilities.

7. County may limit weight, size and position of all safes, fixtures, and other equipment used in the Facilities.

8. District nor District's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other Districts or those having business with them, nor bring into nor keep within the Facilities any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the Lease Agreement, District shall have no right to place an antenna on the roof or exterior walls of the Facilities. District is not allowed on the roof nor may District place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from County.

10. All garbage, including wet garbage, refuse or trash, shall be placed by District in the receptacles near the Facilities provided by District for that purpose.

11. District shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Facilities except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Facilities by District. Hazardous chemicals are not prohibited on the Property. District shall cooperate with County and all other Districts so that the common areas adjoining the Facilities may be kept in a clean and orderly condition and free of obstructions.

12. District shall not overburden the parking facilities and shall cooperate with County and other users in the use of the parking facilities. County reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among the users of the parking facilities.

13. District shall cooperate with any security regulations issued by County from time to time and shall comply with instructions and/or directions of County's duly authorized personnel for the protection of the Facilities.

14. No waiver of any rule or regulation by County or County's agent shall have any effect unless expressed in writing and signed by County or its authorized agent.

15. County reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in County's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Facilities, and for the preservation of good order therein, as well as for the convenience of other occupants and users of premises adjoining the Facilities. County shall not be responsible to District or any other person for the non-observance or violation of the rules and regulations by any other user or other person. District shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the Facilities.

16. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by County and the Lease Agreement provisions, the Lease Agreement provisions shall prevail.

LEASE AGREEMENT
BETWEEN THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND
WILLIAMSON COUNTY
FOR USE OF CERTAIN COUNTY REAL PROPERTY

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WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety code, authorizes the establishment of public health districts for the purpose of providing and furnishing public health programs for County residents; and

WHEREAS, in 1989, the Williamson County Health department was reorganized as a Chapter 121 Public Health district by Williamson County and the cities of Cedar Park, Georgetown, Round Rock and Taylor (the "Members") and re-designated as the Williamson County & Cities Health District; and

WHEREAS, the Members have entered into an amended Cooperative Agreement regarding the operation of the District on April 27, 2007, and later amended in 2021 pursuant to an Amended and Restated Cooperative Agreement; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows the County and the District to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties desire to contract with each other for the use of certain herein described real property related to the establishment, maintenance, and operation of the District; and

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial, serves a public purpose and is not detrimental to the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The

provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

2.1 The Parties recognize the importance and need for a program to provide and furnish public health programs for County residents. In furtherance of the Parties' provision and furnishing of such public health programs and in consideration of the public purpose related thereto, County leases and grants permission to the District to use the real property identified herein as facilities where activities related to the District can be conducted.

3. TERM

3.1 The initial term of this Agreement shall be for five (5) years from the effective date hereof. After that initial term, this Agreement may be renewed for successive terms of three (3) years each with such renewals to occur on or before the expiration date of the preceding term, and with such renewals being absolutely conditioned upon the express written agreement of the Parties. Such renewals are permitted only provided the District has performed each and every contractual obligation specified in this Agreement.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the initial term or any successive renewal terms.

4. OBLIGATIONS OF COUNTY

4.1 The County hereby leases to the District the real property located at 350 Discovery Blvd. #102, Cedar Park, Texas (the "Facilities") for the conduct of activities related to the District.

4.2 The County will provide routine maintenance and repairs as currently arranged through the Williamson County Facilities Maintenance Division. The District may submit to County requests to review remodel or large repair relating to the Facilities and the County will consider such requests through its periodic Capital Improvements Plan process; provided, however, County reserves the sole discretion on decisions to fund or provide any such remodeling or large repairs to the Facilities.

4.3 In consideration of the public purpose achieved through District's use of the Facilities, County shall be responsible for arranging and paying for janitorial services and utility services required in and to the Facilities. Such utility services shall be limited to electricity, gas, water, wastewater, sewer charges, and trash collection.

4.4 To warrant and defend District in the enjoyment and peaceful possession of the Facilities during the aforesaid term.

4.5 If the Facilities are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, County will have the right to render the Facilities tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for County to adjust the loss with insurance companies insuring the Facilities, or for any other delay occasioned by conditions beyond the control of County. If the Facilities are not rendered tenantable within that time, County will have the right to terminate this Agreement by written notice to District.

4.6 To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

4.7 At County's expense, perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system.

5. OBLIGATIONS OF DISTRICT

5.1 District shall conform to all requirements of the Code of Ordinances of any city in which a Facility is located, as currently existing and as may be amended in future, relating to the use, operation and maintenance of the Facilities.

5.2 If any portion of the Facilities breaks down or for any cause ceases to function properly, the District will notify the County through the County's work order system to request a repair and coordinate needed repairs and associated costs.

5.3 District shall be responsible for all furnishings and equipment of the Facilities, including, but not limited to, ensuring compliance with all applicable local, Federal and State regulations, including, but not limited to, the ADA.

5.4 If this Agreement is terminated by District for cause or convenience under the provisions of Section 7 herein, then District shall immediately restore the Facilities to the condition that it existed in just prior to execution of this Agreement.

5.5 Maintain at all times during any term of this Agreement, at District's cost, broad coverage fire and casualty insurance on its property and to provide County with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. District's property will not be covered by any hazard insurance that may be carried by County. The District assumes the risk of loss on all contents of the Facilities owned by the District, excluding the building structures and improvements owned by the County.

5.6 To use the Facilities in a careful and proper manner for the express purpose of providing and furnishing public health programs for Williamson County residents; to commit or permit no waste or damages to the Facilities; or to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance.

5.7 To comply with the Rules and Regulations attached hereto as Attachment

5.8 To prohibit and refrain from engaging or in allowing any use of the Facilities that will increase County's premiums for insurance on the building without the express written consent of County.

5.9 To make no alterations in or additions or improvements to the Facilities or maintain signs advertising the District on the Facilities without, in each case, obtaining the written consent of County.

5.10 To permit County to enter, inspect, and make such repairs to the Facilities as County may reasonably desire, at all reasonable times.

5.11 To maintain the routine hours of operation of 7:00 AM to 6:00 PM, Monday through Friday, and District access for special events, outreach services, and emergency response activities permitted 24 hours per day and all 365 days of the year. In the event the District's operating days and hours cause County to incur additional maintenance and janitorial costs, District shall be obligated to reimburse the County for such additional costs.

6. LIABILITY, IMMUNITY AND LIMITATION OF WARRANTIES

6.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

6.2 The provisions of Article VI of the Cooperative Agreement, entitled Liability and Immunity, are fully and totally incorporated in this Agreement.

6.3 LIMITATIONS OF WARRANTIES. DISTRICT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE FACILITIES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE FACILITIES, (C) THE SUITABILITY OF THE FACILITIES FOR ANY AND ALL ACTIVITIES AND USES WHICH DISTRICT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE FACILITIES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE FACILITIES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE FACILITIES, AND SPECIFICALLY THAT COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE FACILITIES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS

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7.1 County has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to District.

7.2 In the event of any default or breach by District, County has the right to terminate this Agreement for cause, upon thirty (30) days' written notice to District.

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8.1 The Director of the Williamson County Facilities Maintenance Department (or as otherwise designated by County), shall serve as the County's administrator and property manager. The County's administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the District.

County's Lease Agreement administrator and property manager contact information is as follows:

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Maintenance Department
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Georgetown, TX 78626
Email: facilities@wilco.org

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Daytime Phone: (512) 943-1599
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(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

8.2 All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

District

Attention: WCCHD Interim Executive Director/Deputy Director
Caroline Hilbert, M.D., M.P.H. (or successor)
355 Texas Ave.
Round Rock, Texas 78664

Williamson County

Attention: Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

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9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, District and County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 District and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. MISCELLANEOUS PROVISIONS

10.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement supplants and replaces that certain License Agreement Between the Williamson County and Cities Health District and Williamson County for Use of Certain County Real Property executed by the Parties and dated effective October 19, 2021 and constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or sublease any part of the Facilities without first obtaining the written consent of the other Party.

10.10 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 District shall have the right to terminate this Agreement at the end of any District fiscal year if the governing body of District does not appropriate sufficient funds as determined by District's budget for the fiscal year in question. District may affect such termination by giving County written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.16 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.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

(signatures on the following page)

APPROVED by the Williamson County Board of Health for the Williamson County and Cities Health District, in its meeting held on the 17th day of February, 20 22, and executed by its authorized representative.

DISTRICT

By: _____

Printed Name: Caroline Hilbert

Title: Executive Director

Date Signed: February 22, 2022

APPROVED by the Commissioners Court of Williamson County in its meeting held on the day of _____ _____, 20___, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date Signed: _____ ___, 20____

Attachment 1

RULES AND REGULATIONS

1. District and District's employees shall not loiter in any common area adjoining the Facilities nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Facilities. They shall use the same only as passageways to and from their respective work areas.

2. District shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Facilities without prior written consent from County. District shall keep all sidewalk areas in, on and around the Facilities clean and free of debris. District shall reimburse County for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Facilities. District may install window treatment inside the Facilities such as vertical blinds if approved by County. Any "window treatment" shall be in a color congruent and consistent with the parts of the Facilities. District also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with County's prior written approval.

5. District shall not do anything in the Facilities, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Facilities or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. District shall not use any machinery in the Facilities (regardless whether County approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Facilities.

7. County may limit weight, size and position of all safes, fixtures, and other equipment used in the Facilities.

8. District nor District's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other Districts or those having business with them, nor bring into nor keep within the Facilities any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the Lease Agreement, District shall have no right to place an antenna on the roof or exterior walls of the Facilities. District is not allowed on the roof nor may District place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from County.

10. All garbage, including wet garbage, refuse or trash, shall be placed by District in the receptacles near the Facilities provided by District for that purpose.

11. District shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Facilities except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Facilities by District. Hazardous chemicals are not prohibited on the Property. District shall cooperate with County and all other Districts so that the common areas adjoining the Facilities may be kept in a clean and orderly condition and free of obstructions.

12. District shall not overburden the parking facilities and shall cooperate with County and other users in the use of the parking facilities. County reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among the users of the parking facilities.

13. District shall cooperate with any security regulations issued by County from time to time and shall comply with instructions and/or directions of County's duly authorized personnel for the protection of the Facilities.

14. No waiver of any rule or regulation by County or County's agent shall have any effect unless expressed in writing and signed by County or its authorized agent.

15. County reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in County's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Facilities, and for the preservation of good order therein, as well as for the convenience of other occupants and users of premises adjoining the Facilities. County shall not be responsible to District or any other person for the non-observance or violation of the rules and regulations by any other user or other person. District shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the Facilities.

16. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by County and the Lease Agreement provisions, the Lease Agreement provisions shall prevail.

LEASE AGREEMENT
BETWEEN THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND
WILLIAMSON COUNTY
FOR USE OF CERTAIN COUNTY REAL PROPERTY

This Lease Agreement (hereinafter referred to as the "Agreement" or "Lease Agreement") is made and entered into by and between the WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (hereinafter referred to as the "District"), a public health district established under Chapter 121 of the Texas Health and Safety Code, and WILLIAMSON COUNTY (hereinafter referred to as the "County"), a political subdivision of the State of Texas. District and County are herein referred to as the "Parties."

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety code, authorizes the establishment of public health districts for the purpose of providing and furnishing public health programs for County residents; and

WHEREAS, in 1989, the Williamson County Health department was reorganized as a Chapter 121 Public Health district by Williamson County and the cities of Cedar Park, Georgetown, Round Rock and Taylor (the "Members") and re-designated as the Williamson County & Cities Health District; and

WHEREAS, the Members have entered into an amended Cooperative Agreement regarding the operation of the District on April 27, 2007, and later amended in 2021 pursuant to an Amended and Restated Cooperative Agreement; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows the County and the District to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties desire to contract with each other for the use of certain herein described real property related to the establishment, maintenance, and operation of the District; and

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial, serves a public purpose and is not detrimental to the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The

provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

2.1 The Parties recognize the importance and need for a program to provide and furnish public health programs for County residents. In furtherance of the Parties' provision and furnishing of such public health programs and in consideration of the public purpose related thereto, County leases and grants permission to the District to use the real property identified herein as facilities where activities related to the District can be conducted.

3. TERM

3.1 The initial term of this Agreement shall be for five (5) years from the effective date hereof. After that initial term, this Agreement may be renewed for successive terms of three (3) years each with such renewals to occur on or before the expiration date of the preceding term, and with such renewals being absolutely conditioned upon the express written agreement of the Parties. Such renewals are permitted only provided the District has performed each and every contractual obligation specified in this Agreement.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the initial term or any successive renewal terms.

4. OBLIGATIONS OF COUNTY

4.1 The County hereby leases to the District the real property located at 355 Texas Avenue, Round Rock, Texas (the "Facilities") for the conduct of activities related to the District.

4.2 The County will provide routine maintenance and repairs as currently arranged through the Williamson County Facilities Maintenance Division. The District may submit to County requests to review remodel or large repair relating to the Facilities and the County will consider such requests through its periodic Capital Improvements Plan process; provided, however, County reserves the sole discretion on decisions to fund or provide any such remodeling or large repairs to the Facilities.

4.3 In consideration of the public purpose achieved through District's use of the Facilities, County shall be responsible for arranging and paying for janitorial services and utility services required in and to the Facilities. Such utility services shall be limited to electricity, gas, water, wastewater, sewer charges, and trash collection.

4.4 To warrant and defend District in the enjoyment and peaceful possession of the Facilities during the aforesaid term.

4.5 If the Facilities are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, County will have the right to render the Facilities tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for County to adjust the loss with insurance companies insuring the Facilities, or for any other delay occasioned by conditions beyond the control of County. If the Facilities are not rendered tenantable within that time, County will have the right to terminate this Agreement by written notice to District.

4.6 To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

4.7 At County's expense, perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system.

5. OBLIGATIONS OF DISTRICT

5.1 District shall conform to all requirements of the Code of Ordinances of any city in which a Facility is located, as currently existing and as may be amended in future, relating to the use, operation and maintenance of the Facilities.

5.2 If any portion of the Facilities breaks down or for any cause ceases to function properly, the District will notify the County through the County's work order system to request a repair and coordinate needed repairs and associated costs.

5.3 District shall be responsible for all furnishings and equipment of the Facilities, including, but not limited to, ensuring compliance with all applicable local, Federal and State regulations, including, but not limited to, the ADA.

5.4 If this Agreement is terminated by District for cause or convenience under the provisions of Section 7 herein, then District shall immediately restore the Facilities to the condition that it existed in just prior to execution of this Agreement.

5.5 Maintain at all times during any term of this Agreement, at District's cost, broad coverage fire and casualty insurance on its property and to provide County with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. District's property will not be covered by any hazard insurance that may be carried by County. The District assumes the risk of loss on all contents of the Facilities owned by the District, excluding the building structures and improvements owned by the County.

5.6 To use the Facilities in a careful and proper manner for the express purpose of providing and furnishing public health programs for Williamson County residents; to commit or permit no waste or damages to the Facilities; or to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance.

5.7 To comply with the Rules and Regulations attached hereto as Attachment

5.8 To prohibit and refrain from engaging or in allowing any use of the Facilities that will increase County's premiums for insurance on the building without the express written consent of County.

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District

Attention: WCCHD Interim Executive Director/Deputy Director
Caroline Hilbert, M.D., M.P.H. (or successor)
355 Texas Ave.
Round Rock, Texas 78664

Williamson County

Attention: Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main Street, Suite 101
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10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement supplants and replaces that certain License Agreement Between the Williamson County and Cities Health District and Williamson County for Use of Certain County Real Property executed by the Parties and dated effective October 19, 2021 and constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or sublease any part of the Facilities without first obtaining the written consent of the other Party.

10.10 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 District shall have the right to terminate this Agreement at the end of any District fiscal year if the governing body of District does not appropriate sufficient funds as determined by District's budget for the fiscal year in question. District may affect such termination by giving County written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.16 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.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

(signatures on the following page)

APPROVED by the Williamson County Board of Health for the Williamson County and Cities Health District, in its meeting held on the 17th day of February, 2022, and executed by its authorized representative.

DISTRICT

By: _____

Printed Name: Caroline Hilbert

Title: Executive Director

Date Signed: February 22, 2022

APPROVED by the Commissioners Court of Williamson County in its meeting held on the day of _____ _____, 20___, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date Signed: _____ ___, 20____

Attachment 1

RULES AND REGULATIONS

1. District and District's employees shall not loiter in any common area adjoining the Facilities nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Facilities. They shall use the same only as passageways to and from their respective work areas.

2. District shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Facilities without prior written consent from County. District shall keep all sidewalk areas in, on and around the Facilities clean and free of debris. District shall reimburse County for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Facilities. District may install window treatment inside the Facilities such as vertical blinds if approved by County. Any "window treatment" shall be in a color congruent and consistent with the parts of the Facilities. District also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with County's prior written approval.

5. District shall not do anything in the Facilities, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Facilities or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. District shall not use any machinery in the Facilities (regardless whether County approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Facilities.

7. County may limit weight, size and position of all safes, fixtures, and other equipment used in the Facilities.

8. District nor District's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other Districts or those having business with them, nor bring into nor keep within the Facilities any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the Lease Agreement, District shall have no right to place an antenna on the roof or exterior walls of the Facilities. District is not allowed on the roof nor may District place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from County.

10. All garbage, including wet garbage, refuse or trash, shall be placed by District in the receptacles near the Facilities provided by District for that purpose.

11. District shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Facilities except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Facilities by District. Hazardous chemicals are not prohibited on the Property. District shall cooperate with County and all other Districts so that the common areas adjoining the Facilities may be kept in a clean and orderly condition and free of obstructions.

12. District shall not overburden the parking facilities and shall cooperate with County and other users in the use of the parking facilities. County reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among the users of the parking facilities.

13. District shall cooperate with any security regulations issued by County from time to time and shall comply with instructions and/or directions of County's duly authorized personnel for the protection of the Facilities.

14. No waiver of any rule or regulation by County or County's agent shall have any effect unless expressed in writing and signed by County or its authorized agent.

15. County reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in County's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Facilities, and for the preservation of good order therein, as well as for the convenience of other occupants and users of premises adjoining the Facilities. County shall not be responsible to District or any other person for the non-observance or violation of the rules and regulations by any other user or other person. District shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the Facilities.

16. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by County and the Lease Agreement provisions, the Lease Agreement provisions shall prevail.

Commissioners Court - Regular Session **35.**

Meeting Date: 03/08/2022

Section 6 Grant Interlocal Cooperation Contract to Amend the Regional Habitat Conservation Plan

Submitted By: Josh Renner, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approval and signature authorization of an Interlocal Cooperation Contract between Williamson County and Texas Parks and Wildlife Department regarding the proposed amendments to the Regional Habitat Conservation Plan.

Background

The Court has previously approved the submission of grant proposal F21AS00171 Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species (03/09/2021). The grant was awarded and an amended pass-through budget, signed by the contract point-of contact, was submitted to Texas Parks and Wildlife (TPWD) who then completed drafting the grant contract. The reimbursable amount of this grant is $712,146.00 and the match amount is $287,854.00. All funds for the match will come from the Williamson County Conservation Foundation (WCCF) corpus. The application for this grant and funding amount has been approved by the WCCF Board. After execution of the contract, attachments, and assurances, it will then be delivered to TPWD for execution and work will commence.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Cooperation Contract w/ attachments A-C

Attachment D Assurances Non-Construction Programs SF-4248

Attachment E1-Certification Regarding Lobbying

Attachment E2 - Disclosure of Lobbying Activities

Attachment E3 - Instructions_Disclosure of Lobbying Activities

Attachment F - Federal Contract Provisions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:56 AM
Form Started By: Josh Renner		Started On: 03/03/2022 10:26 AM
Final Approval Date: 03/03/2022		

TPWD Contract Number: _____
WC Contract Number: _____
CFDA Number: 15.615

THE STATE OF TEXAS

COUNTY OF TRAVIS

INTERLOCAL COOPERATION CONTRACT

This Contract is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Parks and Wildlife Department (TPWD)

The Performing Entity: Williamson County (WC)

II. STATEMENT OF SERVICES TO BE PERFORMED (WORK):

WC shall conduct the Research and Development project entitled "Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species" as per proposal attached hereto as Attachment A and incorporated herein for all purposes.

Project Coordinator: At least one (1) TPWD employee will serve as a project advisor and co-author of all publications resulting from this research. The project advisor shall 1) Serve on any committee as an official or unofficial member, 2) Serve as a co-author on all publications resulting from this project, at TPWD's discretion, and 3) Monitor progress of the project.

Funding and Acknowledgment: This subaward is funded through the U.S. Fish and Wildlife Service (USFWS), Grant F21AP04181-01 titled, "Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species," under the authority of the Cooperative Endangered Species Conservation Fund Grant Program (CFDA #15.615) issued to TPWD on September 22, 2021. All publications arising from this project shall acknowledge TPWD, as well as USFWS, as funding sources for this project.

Performance Reports: WC shall submit following guidelines provided by TPWD a **Final Report on or before January 31, 2025.** The Report shall then be forwarded to USFWS, Austin for review and comments. TPWD will send revisions requested by USFWS, Austin, to the Principal Investigator for WC, who shall respond to TPWD in writing within sixty (60) days of receipt of revision request.

Reporting Schedule: WC must submit reports upon request, and no later than due dates below:

Report Title	Report Period	Due On or Before
Interim Performance Report	**January 1, 2022—December 31, 2022**	**January 31, 2023**
Interim Performance Report	**January 1, 2023—December 31, 2023**	**January 31, 2024**
Final Performance Report	**January 1, 2022—December 31, 2024**	**January 31, 2025**

Required Content: Reports must contain the following:

A. The TPWD contract number.
B. A comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work outline in the Project (Attachment A).
C. A description of reasons why established goals were not met, if applicable.
D. Any other pertinent information relevant to the Project results.

Report Format and Submission: Reports shall be presented via digital media or as specified by TPWD. Upon receipt of these reports, TPWD will review and make comments as needed. TPWD will forward any revision requests and

comments, if any, to WC's Project Coordinator (named below, Section IX) who shall respond to TPWD in writing within sixty (60) days of receipt of revision request.

Significant Developments: Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, WC must inform TPWD as soon as the following types of conditions become known:

A. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
B. Favorable developments that enable Performing Entity to meet time schedules and objectives sooner or at less cost than anticipated, or that produce more or different beneficial results than originally planned.

Data and Analyses: All data and analyses resulting from this project, and all information regarding the project, becomes the joint property of TPWD and WC, and will be presented to TPWD in an electronic format determined by TPWD upon request, and not later than **January 31, 2025**. TPWD agrees to refrain from publishing any results or analysis of this study for two (2) years after the termination date of contract, after which TPWD may publish with no restriction. This Contract is also subject to applicable federal laws and requirements regarding the federal government's rights regarding intellectual property developed with federal funds.

Intellectual Property: With respect to such Intellectual Property as is (i) incorporated in the Work, or (ii) produced by WC or WC's employees, subcontractors, or subcontractor's employees during the course of performing the Work, WC hereby grants to TPWD a nonexclusive, perpetual, irrevocable, enterprise-wide license to use, copy, publish, and modify such Intellectual Property, and allow others to do so for TPWD purposes. WC shall secure all necessary intellectual property licenses from third parties and warrants that the Work and the intended use of the Work will not infringe any property rights of any third party. This Contract is also subject to applicable federal laws and requirements regarding the federal government's rights regarding intellectual property developed with federal funds.

Equipment and Supplies: Equipment and supplies purchased under this Contract shall be used, managed, and disposed of in accordance with the Texas Grant Management Standards (TxGMS). Property records must be maintained on all capitalized or controlled property and equipment that include a description of the property, a serial number or other identification that holds title, the acquisition date, and cost of the property. These records must be provided to TPWD at time of acquisition. At least every two years and/or at project closeout a physical inventory of the property must be taken and the results reconciled with property records. TPWD will determine appropriate disposition of such property in accordance with TxGMS and 2 CFR Part 200.

Landowner Permission: In accordance with Sec. 12.103 of the Texas Parks and Wildlife Code, the Performing Entity acknowledges that any work to be performed on private lands in Texas using these funds requires that grantees secure written permission from the private landowner(s) for the purposes of (i) access to the land, and (ii) use of data collected on that land. As such the Landowner Permission for Wildlife Research Form, is attached hereto as Attachment B, and is incorporated herein for all purposes.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

See Budget in Attachment A for details.

Cost Restrictions: Allowable costs are restricted to those that comply with TxGMS and additional state and federal rules and laws. The Parties agree that all the requirements of 2 CFR Part 200 and TxGMS apply to this Contract, including the criteria for allowable costs. Additional federal requirements apply when federal funds are included in the reimbursement.

Budget Revisions: WC may make adjustment(s) among approved cost categories (reimbursable and/or match) without prior approval from TPWD only if total dollar figure for adjustments does not exceed 10 % of total annual reimbursable budget. However, certain types of post-award changes in budgets and projects shall require the prior written approval. Refer to 2 CFR §200.308(c)(1)-(8) for additional information on the types of changes that require prior written approval. Requests for budget revisions shall be submitted to tpwd.contracting@tpwd.texas.gov for review.

Materials and Supplies: The cost of materials and supplies should be charged at their actual prices. Proper documentation is required for reimbursement.

Travel: Expenditures for travel and travel-related expenses that are eligible for reimbursement will be reimbursed at the official rate authorized by the State of Texas located at https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php. Such cost must be charged on an actual cost basis up to, but not to exceed, the per diem rates as applicable. *Certain expenditures may be reimbursed at either an actual cost basis or the per diem rates according to the Performing Entity's*

travel policy.

Tips or gratuities and purchase of alcohol are not reimbursable expenses.

Backup documentation as required by the Performing Entity's travel policy must be submitted with reimbursement request. It is the Performing Entity's responsibility to notify TPWD of any changes to their travel policy.

Indirect Cost: Both parties mutually agree that there will be no indirect costs associated with this project.

Reimbursement Conditions: Reimbursements are conditioned on the Contract activities being performed in compliance with the Contract.

IV. CONTRACT AMOUNT:

The total reimbursable amount of this Contract shall not exceed $ 712,146 (Seven hundred twelve thousand one hundred forty-six dollars) with the minimum match requirement of $ 287,854 (Two hundred eighty-seven thousand eight hundred fifty-four dollars). The total contract amount is $ 1,000,000 (One million dollars).

Budgeted monies not spent in a given fiscal year are eligible to be rolled over to the following fiscal year(s).

Fund availability for this contract is dependent on a funding source which is approved on a fiscal year (9/1 – 8/31) basis. Consequently, this contract is subject to cancellation, without penalty, either in whole or in part, if those funds are unavailable, to TPWD.

V. PAYMENT FOR SERVICES:

TPWD shall pay for services received from appropriation items or accounts of TPWD from which like expenditures would normally be paid, based upon vouchers drawn by TPWD payable to WC.

For payment purposes, WC (Entity receiving payment) shall submit to TPWD (agency making payment) an invoice with WC's RTI (for funds transfer between state agencies at the Treasury) or a Purchase Voucher (for deposit in local bank account). TPWD will enter payment information into USAS. This shall be recorded by TPWD in USAS as a federal pass through, expenditure code 7612.

Payments received by the Performing Entity shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Any excess costs over the TPWD contribution toward one awarded contract cannot be submitted for reimbursement against another contract.

Twenty percent (20%) of fiscal year funds will be held until receipt and acceptance of annual/final report by TPWD. TPWD will reimburse WC for one hundred percent (100%) of each invoice submitted up to eighty percent (80%) of the fiscal year budget.

VI. INVOICING:

INVOICES WILL BE SENT TO:

Texas Parks and Wildlife Department
Attn: wlcontracting@tpwd.texas.gov

Invoice Schedule: Invoices for services performed shall be billed: Quarterly. Quarterly invoices shall correspond to the State of Texas fiscal year as follows:

Invoice Quarter	Period of Expenditures	Due On or Before
1st Quarter	September 1st – November 30th	January 29th
2nd Quarter	December 1st - February 28th/29th	April 29th
3rd Quarter	March 1st – May 31st	July 30th
4th Quarter	June 1st – August 31st	October 30st

Invoices submitted that cross fiscal years (9/1 – 8/31) will be returned to WC **for modification and resubmission.**

Reimbursement requests shall be submitted on TPWD's Vendor Invoice – GA123; invoice available for download at http://tpwd.texas.gov/business/grants/. A sample invoice is attached hereto as Attachment C.

Documentation Requirements: Invoices shall detail each expense by Budget category in accordance with Attachment A and shall be supported by appropriate back up documentation that, in the judgment of TPWD, allows for full substantiation of the eligible costs incurred except travel expenses **(i.e. actual cost receipts from vendors for all expenditure line items, including purchases of supplies/equipment, payroll records showing employee name, hours worked, hourly rate and total cost claimed, etc.)** during the invoiced period. Backup documentation must be submitted for both the contract expenses incurred and the match amounts.

Cost Sharing or Match: A cumulative minimum non-federal match, representing 28.79% of the total cumulative expenditures, must be documented on each invoice. Invoices submitted without the required 28.79% cumulative match will not be processed by TPWD and will be returned to submitting Entity for modification and resubmission.

If the invoice or backup documentation is not complete it will delay the processing of your invoice.

All invoices and reports must be received within 60 days of end of each fiscal year or termination of contract. Invoices not received within this time frame may not be paid.

VII. CONTRACT CLOSEOUT:

WC must account for any real and personal property acquired with Contract funds or received from TPWD. TPWD will determine appropriate disposition of such property in accordance with TxGMS and federal requirements.

WC must submit to TPWD, no later than 60 calendar days after the end date of the period of performance, all financial, performance, property, and other reports as required by the terms and conditions of this Contract. TPWD will close-out the project when it determines that all applicable administrative actions and all required work of the Contract have been completed by WC. If TPWD determines that all applicable administrative actions and all required work of the Contract have been completed, the final 20% of Fiscal year funds that were held will be released. TPWD will make prompt payments to the Performing Entity for allowable reimbursable costs under the Contract being closed out.

VIII. CONTACT INFORMATION:

TPWD Project Coordinator
Chelsea Acres
Rare and Listed Species Coordinator
Texas Parks and Wildlife Department
4200 Smith School Rd.
Austin, Texas 78744
(512) 389-4933
Chelsea.Acres@tpwd.texas.gov

TPWD Contract Point of Contact
Amy Ringstaff, CTCM, CTCD
Contract Specialist
Texas Parks and Wildlife Department
4200 Smith School Rd.
Austin, Texas 78744
(512) 389-4779
tpwd.contracting@tpwd.texas.gov

WC Project Coordinator
Joshua D. Renner
Environmental Programs Director
Williamson County Conservation Foundation
219 Perry Mayfield
Leander, Texas 78641
(512) 943-1921
josh.renner@wilco.org

WC Contract Point of Contact
Jody Cook
Williamson County Auditor's Office
710 S. Main Street, Suite 301
Georgetown, TX 78626
(512) 943-1595 (ext 31595)
Fax: (512) 943-1567
jody.cook@wilco.org

IX. TERM OF CONTRACT:

This Contract is to begin upon signature and shall terminate on December 31, 2024.

Pre-award costs as of January 1, 2022 are allowable only to the extent that they would have been allowable if incurred after the date of execution. All pre-award costs incurred by WC are incurred at WC's risk.

An extension to this Contract may be granted with prior written approval by TPWD. Any extensions shall be under the same terms and conditions, plus any approved changes.

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to TPWD.

X. DEFINITIONS:

As used throughout this contract, the following terms shall have the meaning set forth below:

A. Capitalized Property is real or personal property that have an estimated life of greater than one year. A capital asset has a value equal to or greater than the capitalization threshold established for that asset type.
B. Controlled Property is a capital asset that has a value less than the capitalization threshold established for that asset type; however, due to its high-risk threshold, it is required to be reported to SPA. The Comptrollers controlled assets list can be found online at: https://fmx.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/appa_6.php.
C. Contractor shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Performing Entity.
D. Deliverables means the work product(s) required to be submitted to TPWD as set forth in the Work Plan.
E. Equipment means tangible personal property having a useful life of more than one (1) year and an acquisition cost of at least Five Thousand Dollars ($5,000).
F. Final Report means a written report that must be received by TPWD upon completion of the Work Plan, as set forth herein.
G. Public Information Act means Chapter 552 of the Texas Government Code.
H. Work Plan means the statement of work and special conditions, if any, contained in Attachment A.
I. TxGMS means Texas Grant Management Standards – the terms of which shall control for purposes of this Contract effective January 1, 2022. https://comptroller.texas.gov/purchasing/grant-management/
J. 2 CFR Chapter II, Part 200 (UGG) means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (e-CFR Title 2 Subtitle A Chapter II Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
K. DUNS means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities (http://fedgov.dnb.com/webform).
L. Research and Development means all research activities, both basic and applied, and all development activities that are performed.

XI. GENERAL TERMS AND CONDITIONS

Abandonment or Default: If Performing Entity defaults on the contract, TPWD reserves the right to cancel this Contract without notice.

Supplies: If Performing Entity has a residual inventory of unused supplies exceeding $5,000 in total aggregate value, Performing Entity will notify TPWD and get instructions for disposition.

Amendments: This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Texas Public Information Act: The Performing Entity is responsible for complying with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. If the Performing Entity receives any requests for information created pursuant to or that pertains to this contract, Performing Entity will immediately notify TPWD, no later than three (3) business days after receiving the request. No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TPWD as allowed by the laws of the State of Texas.

Right to Audit / Records Retention: Performing Entity understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, USFWS, TPWD or any successor agency or federal agency with audit authority, to conduct an audit or investigation in connection with those funds. Performing Entity further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Performing Entity shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Performing Entity and the requirement to cooperate is included in any subcontract it awards. Performing Entity shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Performing Entity's funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and

the State Auditor. Performing Entity shall maintain all such documents and other records relating to this Contract and the State's property for a period of three (3) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Performing Entity shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Performing Entity and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Performing Entity's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TPWD and the State of Texas to immediately assess appropriate damages for such failure.

Disallowed Costs: The Performing Entity is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

Dispute Resolution: Any disputes arising from this Contract shall be resolved using Chapter 2009 of the Texas Government Code.

TPWD may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses arising from or caused by Performing Entity's substandard performance or any non-conformity with this Contract or the law.

Performing Entity shall carry on the Contract Activities and adhere to the progress schedule during all disputes or disagreements with TPWD unless ordered to stop the Contract Activities. No Contract Activities shall be delayed or postponed pending resolution of any disputes or disagreements.

Neither payment by TPWD nor any other act or omission other than an explicit written release constitutes a release of Performing Entity from liability for losses under this Contract.

Non-discrimination: The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. The prime contractor shall ensure that this clause is included in all subcontracts.

Proprietary or Confidential Information: Performing Entity will not disclose any information to which it is privy under this Contract without the prior consent of TPWD.

Termination: This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

Termination for Default: TPWD may, by written notice of default to the Performing Entity, terminate this Contract, in whole or in part, for cause if the Performing Entity fails to perform in full compliance with the contract requirements, through no fault of TPWD. TPWD will provide a thirty (30) day written notice of termination to the Performing Entity of intent to terminate, and TPWD will provide the Performing Entity with an opportunity for consultation with TPWD prior to termination.

Upon receipt of written notice to terminate, the Performing Entity shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TPWD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Performing Entity in performing this Contract, whether completed or in process.

Termination for Convenience: Performing Entity may terminate this Contract with thirty (30) days written notice if circumstances beyond its control prevent its fulfillment of the Contract. Performing Entity shall notify TPWD in writing of the reasons for and the effective date of termination. TPWD will submit such documentation to USFWS.

Upon its delivery of written notice to terminate, Performing Entity shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TPWD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Performing Entity in performing this Contract, whether completed or in process.

In the event of termination for any reason, the Performing Entity shall be paid for all work satisfactorily completed to the date of termination and for any non-cancelable obligations related to the Contract, such reimbursement not to exceed the total amount specified in this Contract.

Conflict of interest: The Performing Entity must disclose in writing any potential conflict of interest to TPWD in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures: The Performing Entity must disclose, in a timely manner, in writing to TPWD all violations of State and Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321).

U.S. Department of Homeland Security's E-Verify System: By entering into this Contract, the Performing Entity certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

a) All persons employed to perform duties within Texas, during the term of the Contract; and
b) All persons (including subcontractors) assigned by the Performing Entity to perform work pursuant to the Contract, within the United States of America.

The Performing Entity shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Performing Entity, and Performing Entity's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, this Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.

Whistleblower Rights and Requirements: 41 United States Code (U.S.C.) 4712, Enhancement of Recipient (Performing Entity) and Subrecipient (Sub-Contractors) Employee Whistleblower Protection:

a) This award, related subawards and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.
b) Recipients, their subrecipients and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

Other Law: In the performance of this Contract, Performing Entity shall comply with all other applicable federal, state, and local laws, ordinances, and regulations including but not limited to the following:

a) Federal Assurances (Form SF-424B for Non-Construction) in Attachment E, which the Performing Entity certifies by signing the Attachment.
b) Certifications Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (Form DI-2010) in Attachment F, which the Performing Entity certifies by signing the Attachment.
c) Certifications Regarding Lobbying (Form CD-512; and, if applicable, Standard Form-LLL) in Attachment G, which the Performing Entity certifies by signing the Attachment.
d) Financial Assistance Award Terms and Conditions per http://www.fws.gov/grants/, to which the Performing Entity certifies by signing this Contract.

Cultural and/or Paleontological Resources: Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Performing Entity, or any person working on the Performing Entity's behalf, shall be immediately reported to TPWD, USFWS, and the State Historic Preservation Officer. The Performing Entity shall stop all operations in the area of potential effect until written authorization to proceed is issued by USFWS after determination of appropriate actions to prevent the loss of significant cultural, religious, or scientific values.

Assignment: The Performing Entity shall not assign or subcontract the whole or any part of the Contract without TPWD's prior written consent.

Entire Agreement; Modifications: The Contract supersedes all prior agreements, written or oral, between Performing Entity and TPWD and will constitute the entire Contract and understanding between the parties with respect to the subject matter hereof. The Contract and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TPWD and Performing Entity.

Venue and Governing Law: This Contract shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Contract shall be Travis County.

Availability of Funds: The contract is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state or federal funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated or available funds which would render TPWD's or Performing Entity's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to Performing Entity for any damages, that are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.

Civil Rights: The Performing Entity agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. To the extent applicable to this Contract, the Performing Entity shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

Identification of Confidential Information: Confidential Information disclosed that Discloser, in good faith, regards as confidential and/or proprietary shall be clearly marked as "Confidential," "Proprietary," or bear any other appropriate notice indicating the sensitive nature of such Confidential Information. Any Confidential Information not easily marked, including Confidential Information which may be orally disclosed, shall, within thirty (30) days of its disclosure, be summarized in writing and designated confidential by Discloser. Confidential Information shall not be afforded the protection of this Contract if such Confidential Information:

a) has been, is now, or later becomes publicly available through no fault of Recipient;
b) has been, is now, or later becomes rightfully learned by Recipient from a third party who is not under restriction or duty imposed by Discloser;
c) has been, is now, or later is furnished to third parties by Discloser, if such disclosure is, or has been, made to third parties without similar restriction, duty or limitation of use;
d) was known to Recipient prior to the date it received such Confidential Information from Discloser in a capacity without restriction or limitation on its dissemination;
e) has been, is now, or later is independently developed by Recipient without use of or resort to such Confidential Information, and can be so proven by written records; or
f) must be disclosed pursuant to law or court order, including the Public Information Act, provided the Receiver shall, whenever practicable, promptly notify Discloser.

Publication: Either Party may publish its results from this research project, subject to applicable landowner permission restrictions and any other restrictions contained herein. However, the publishing Party shall provide the other Party a thirty day (30) period in which to review proposed publications, identify proprietary or confidential information, and to submit comments. The publishing Party will give full consideration to all comments before publication and will be responsible for ensuring compliance with landowner permission restrictions.

Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion: Performing Entity certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that the Performing Ageny is in compliance with the State of Texas statutes and rules relating to procurement and that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

System for Award Management (SAM): Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of an entity using the Federal System for Award Management (SAM). This is a Federal government maintained database that records and tracks organizations, either known to or suspected of contributing to terrorist organizations. No state funds may be paid to a Performing Entity whose name appears on this list. TPWD reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.

Domestic Preferences for Procurement: As stated in 2 CFR § 200.322, and as appropriate and to the extent consistent with law, the Performing Entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Prohibition on certain telecommunications and video surveillance services or equipment: If applicable, pursuant to 2 CFR 200.216, the Performing Entity and subrecipients are prohibited from obligating or expending funds to procure or obtain equipment, services, or systems (including telecommunications or video surveillance equipment or services) that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country (including any subsidiary or affiliate of such entities). (See also 2 CFR 200.471 and Public Law 115-232, section 889).

Conflicts of Interest

a) Applicability.

(1) This section intends to ensure that the Performing Entity and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by the Performing Entity and by sub-recipients, the conflict of interest provisions in 2 CFR 200.318 apply.

b) Requirements.

(1) The Performing Entity must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the Performing Entity's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

(2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or sub-recipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in-the evaluation, award, or administration of an award with respect to that recipient or sub-recipient or in development of the requirement leading to the funding announcement.

(3) No actual or prospective recipient or sub-recipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or sub-recipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or sub-recipient.

c) Notification.

(1) The Performing Entity, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the Department of the Interior (DOI) awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.

(2) Performing Entity must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The Performing Entity is responsible for notifying TPWD of any conflicts of interest that may arise during the life of the award, including those that have been reported by sub-recipients.

d) Restrictions on Lobbying. The Performing Entity is strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.339, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

Data Availability

a) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

c) Availability of Data. The Performing Entity shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:

i. The scientific data relied upon;
ii. The analysis relied upon; and
iii. The methodology, including models, used to gather and analyze data

U.S. Fish and Wildlife Service Financial Assistance Award Terms and Conditions. The Service Financial Assistance Award Terms and Conditions posted on the Internet at https://www.fws.gov/grants/atc.html apply to the USFWS Subrecipient and their subrecipients and contractors.

Child Support Obligation: Performing Entity represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

Byrd Anti-Lobbying Amendment: Performing Entity certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Performing Entity to conduct such lobbying activities, Performing Entity shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Performing Entity acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

Clean Air Act and Federal Water Pollution Control Act: Performing Entity represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Executive Head of a State Agency Affirmation: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Performing Entity certifies that it is not (1) the executive head of TPWD, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of TPWD, or (3) a person who employs a current or former executive head of TPWD.

Open Meetings: If the Performing Entity is a governmental entity, Performing Entity represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Public Camping Ban: Performing Entity certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Performing Entity is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Performing Entity must immediately disclose the lawsuit and its current posture to TPWD.

Reporting Suspected Fraud and Unlawful Conduct: Performing Entity represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

The undersigned contracting parties do hereby certify that the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected government entities.

RECEIVING AGENCY	PERFORMING ENTITY
TEXAS PARKS AND WILDLIFE DEPARTMENT	WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY CONSERVATION FOUNDATION
By:	By:
Date:	Date:
DUNS: 806782256	DUNS: 076930049

Attachment A

COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND: HABITAT CONSERVATION PLAN (HCP) PLANNING ASSISTANCE
Fiscal Year: 2021
F21AS00171

Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species

Benefitting:
Georgetown Salamander (Eurycea naufragia)
Salado Salamander (Eurycea chisholmensis)
Jollyville Plateau Salamander (Eurycea tonkawae)
Tooth Cave Spider (Tayshaneta myopica)
Dragonfly Cave Mold Beetle (Batrisodes cryptotexanus)
Monarch Butterfly (Danaus plexippus plexippus)

Submitted by:
Williamson County, Texas and
Williamson County Conservation Foundation

To Revise:
HCP permit # TE-181840-1

PROJECT CONTACTS

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PROJECT NARRATIVE

This Project Narrative includes the information necessary to address the grant eligibility and evaluation, consistent with the requirements provided in the Notice of Funding Opportunity specific to the Cooperative Endangered Species Conservation Fund: HCP Planning Assistance, Fiscal Year 2021, Funding Opportunity Number F21AS00171 (Notice).

Attachments
The following attachments are included in support of this Proposal:

- Budget Detail Narrative spreadsheet, signed and dated February 26, 2021.
- Complete Standard Form (SF)-424 provided on Grants.Gov, signed and dated.
- Completed SF-424B, Assurances, signed and dated.
- Completed SF-424A, Budget Information, signed and dated.
- Eligibility information provided by Texas Parks and Wildlife Department: (1) evidence of TX Cooperative Agreement, and (2) the information necessary for the annual renewal (reconfirmation) of the Cooperative Agreement.
- Letter from Williamson County Conservation Foundation, dated February 22, 2021, regarding non-federal cost-share commitment.

A. Project Title

Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species.

B. Statement of Need

1. *Need for the proposed project relates to the purposes of the HCP Program*

Williamson County, Texas (County) and the Williamson County Conservation Foundation (Foundation) (collectively, Permittees) seek $750,000 in federal grant funds from the Fiscal Year 2021 Cooperative Endangered Species Conservation Fund Nontraditional HCP Assistance to fund scientific research, administrative, and public outreach efforts to add five listed species—the Georgetown salamander (*Eurycea naufragia*), Salado salamander (*Eurycea chisholmensis*), Jollyville Plateau salamander (*Eurycea tonkawae*), Tooth Cave spider (*Tayshaneta myopica*), and Dragonfly Cave mold beetle (*Batrisodes cryptotexanus*); and one candidate species, the Monarch butterfly (*Danaus plexippus plexippus*) (collectively, Proposed Species)—as covered species under the existing Williamson County Regional Habitat Conservation Plan (RHCP) (the Amendment).[1] Consistent with the purposes of the HCP Program, the Permittees are in need of federal grant funding to support efforts to amend to their existing RHCP and incidental take permit to provide for the conservation of additional federally listed and candidate species and regulatory certainty for land use activities. Amending the RHCP to include six additional species would provide for coordinated, regional conservation planning for the species, and would reduce the workload of the U.S. Fish and Wildlife Service (USFWS) by reducing the volume of Endangered Species Act (ESA) permitting and coordination required in Williamson County.

In May 2008, the Permittees submitted the RHCP in support of an incidental take permit application.[2] In October 2008, the USFWS issued Permit No. TE-181840-0 (Permit) to the Permittees,[3] and subsequently authorized an amendment to the Permit in 2013,[4] pursuant to section 10(a)(1)(B) of the ESA.[5] The Permit authorizes take of four listed species: the golden-cheeked warbler (*Setophaga chrysoparia*); black-capped vireo (*Vireo atricapilla*);[6] Bone Cave harvestman (*Texella reyesi*); and Coffin Cave mold beetle[7] (*Batrisodes texanus*) (collectively, Covered

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[1] The Williamson County RHCP, dated August 15, 2008, is publically available at: https://www.wilco.org/Portals/0/Departments/ConservationFoundation/WilCo_RHCP_08-08-08_Opt.pdf.

[2] Notice of Availability: Final Environmental Impact Statement and Final Regional Habitat Conservation Plan, 73 Fed. Reg. 53,440 (Sept. 16, 2008).

[3] Incidental Take Permit No. TE-181840-0, issued Oct. 2008, is publically available at: https://ecos.fws.gov/docs/plan_documents/fdoc/fdoc_2420.pdf.

[4] Incidental Take Permit No. TE-181840-1, issued Oct. 2013 is publically available at: https://ecos.fws.gov/docs/plan_documents/fdoc/fdoc_2421.pdf.

[5] RHCP at 1-2.

[6] The black-capped vireo was de-listed on May 16, 2018. 83 Fed. Reg. 16228 (Apr. 16, 2018).

[7] The Inner Space Caverns mold beetle (*Batrisodes texanus*) was known as the Coffin Cave mold beetle at the time of listing (58 Fed. Reg. 43818-43820 [August 18, 1993]). Since that time, the species found in Coffin Cave has been identified as *Batrisodes cryptotexanus*, which is known as the Dragonfly Cave mold beetle (Chandler and Reddell 2001, Chandler et al. 2009). It is *Batrisodes texanus* which is authorized for take by the Permit.

Species). The RHCP already provides some degree of conservation benefits to the Proposed Species but does not provide incidental take coverage. Adding the Proposed Species to the RHCP and amending the associated Permit would ensure coordinated conservation of the Proposed Species and provide incidental take coverage for public and private activities throughout the County for the duration of the Permit. This Proposal meets the highest general program funding priorities because it will have a direct effect on the recovery of the Proposed Species and their habitats; the County and the Foundation are ready to implement the Proposal; and the funding would not only be used for scientific research and community education and outreach concerning the Amendment, but also for the development of specific conservation actions in the RHCP to be implemented by the Permittees, including measures furthering the potential for recovery of listed karst invertebrates, as outlined in the Recovery Plan for Endangered Karst Invertebrates in Travis and Williamson Counties, Texas (USFWS 1994).[8]

2. *Conservation issue, problem, or opportunity to be addressed by the planning effort as well as the species to benefit*

Situated on the Edwards Plateau west of the Balcones Escarpment, the County ranks among the fastest-growing counties in the United States, with population estimates indicating that 120 people move to the County each day (Torre 2019). To accommodate this increase in growth, the County regularly undertakes needed transportation infrastructure improvements, such as road building, that may affect federally listed species and their habitats. Additionally, the County must serve the needs of its ever-growing constituency for responsible economic development, sufficient public infrastructure, and open space recreational and educational opportunities. Devitt et al. (2019) indicate the County currently is home to three recognized salamander species listed as threatened (*Eurycea naufragia*, *Eurycea chisholmensis*, and *Eurycea tonkawae*) (collectively, Salamander Species). SWCA et al. (2008) indicate at least three endangered karst invertebrates (*Texella reyesi*, *Batrisodes texanus*, and Tooth Cave ground beetle [*Rhadine persephone*]); one bird species listed as endangered (*Setophaga chrysoparia*); other rare animal and plant species, including the Dragonfly Cave mold beetle (*Batrisodes cryptotexanus*); and a wide diversity of common species. USFWS (2018) indicates that *Tayshaneta myopica* is documented to inhabit the County as well. Monarch butterfly (*Danaus plexippus plexippus*) populations east of the Rocky Mountains use several migratory pathways through Canada and the United States that all merge in central Texas, including the County, before the populations continue to their overwintering grounds in Mexico (U.S. Forest Service [USFS]). Recognizing the need to sustainably accommodate its growing population while ensuring efficient and effective compliance with the ESA, the Permittees developed the RHCP and obtained the Permit in 2008, which authorizes take of the Covered Species through the associated Permit.

At the time the RHCP was approved in 2008, no salamanders occurring in the County were listed under the ESA (SWCA et al. 2008), *Tayshaneta myopica* was not thought to occur within the County (SWCA et al. 2008), and the Monarch butterfly (Monarch) had not been petitioned for

[8] USFWS published a notice of availability of a draft recovery plan amendment which would amend the recovery criteria in the the 1994 Recovery Plan for Endangered Karst Invertebrates in Travis and Williamson Counties, Texas on January 31, 2019. 84 Fed. Reg. 790. (Jan. 31, 2019).

listing. Nevertheless, *Eurycea naufragia* received special treatment under the RHCP as an "additional species." Pursuant to the RHCP, the Permittees have funded significant conservation, research, and educational measures benefitting *Eurycea naufragia*, with additional benefits provided to *Eurycea chisholmensis* and *Eurycea tonkawae* (collectively, the Salamander Species). Almost all of the peer-reviewed and published natural history literature for *Eurycea naufragia* and *Eurycea chisholmensis* has been funded by the Foundation (see Pierce et al. 2010, 2014; Biagas et al. 2012; McEntire and Pierce 2015; Gutierrez et al. 2018; Pierce and Gonzalez 2019; Wall et al. 2020; Jones et al. *in review*) with additional research funded for *Eurycea tonkawae* (see Adcock et al. 2016; *in review* a, b).

Since USFWS's issuance of the Permit, the Salamander Species have been listed as threatened species under the ESA. At the time of this Proposal, the Monarch is not listed under the ESA; however, in December 2020, USFWS found that listing the Monarch under the ESA was warranted, but precluded by higher priority actions.[9] Separately, on April 3, 2020, USFWS approved a candidate conservation agreement with assurances for the Monarch, covering certain activities such as those relating to transportation and energy infrastructure, and setting forth conservation measures providing a net conservation benefit to the species ("Monarch CCAA") (Cardno. Inc. 2020).

Adding the Proposed Species as Covered Species under the RHCP and to the Permit will assist the Permittees in complying with ESA sections 7 and 9, 16 U.S.C. §§ 1536 and 1538, and support more effective, coordinated conservation of the Proposed Species as tremendous growth in the County continues. Additionally, adding the Proposed Species as Covered Species will conserve USFWS resources and allow the agency to focus on species and activities that have not already been addressed in a comprehensive manner.

Proceeds of the requested HCP Planning Assistance grant would initially be used to evaluate the needs, costs, and benefits of the Amendment and develop a recommendation for a locally appropriate solution for the Proposed Species and, particularly, for the Salamander Species and Monarch. Proceeds would also be used to evaluate whether to add other rare species to the RHCP as species of concern; for vetting the analysis and recommended conservation strategies with stakeholders; seeking additional biological review; developing a complete RHCP; and assisting in the preparation of National Environmental Policy Act (NEPA) documentation, if desired by USFWS. The application package would be submitted with an application for an amendment to the Permit to cover the Proposed Species.[10]

The Amendment would provide for the conservation of the Proposed Species in the County. For example, the Amendment would provide an efficient compliance mechanism for landowners and public entities to deal with complex endangered species issues, thereby providing greater options and certainty about future land uses. The existing RHCP has been extraordinarily successful for the currently Covered Species, has resulted in the preservation of over 900 acres of Covered

[9] Endangered and Threatened Wildlife and Plants; 12-Month Finding for the Monarch Butterfly, 85 Fed. Reg. 81,813 (Dec. 17, 2020). In January 2021, the Center for Biological Diversity and others provided a notice of intent to sue USFWS over the agency's failure to list the Monarch under the ESA.

[10] Habitat Conservation Plans may cover non-listed species that might become listed during the term of the incidental take permit, such as the Monarch (USFWS and National Marine Fisheries Service [NMFS] 2016).

Species habitat since 2008 (Van Kampen-Lewis and White 2019), and has saved USFWS countless hours of detailed review time, due to the programmatic nature of the Permit.

3. *The negative result of taking no action*

Taking no action to amend the RHCP means that the Permittees would not receive federal grant monies in connection with the Amendment. While Permittees are committed to moving forward with an Amendment irrespective of whether they receive ESA section 6 grant monies, lack of such funds could have the following negative results. First, lack of funding could result in an Amendment that may not cover all six of the Proposed Species due to a lack of Foundation resources available to cover the costs of investigation, study, drafting, and public processes necessary to add all six species. Second, even if the Foundation were still able to cover the costs of adding all six Proposed Species, any such amendment process is likely to be slower – done at the pace at which Foundation resources become available – and could result in both piecemeal compliance with the ESA throughout the County, but also piecemeal conservation for those species until an amendment could be completed by the Permittees and processed by the Service. Piecemeal compliance with the ESA benefits neither the species nor the USFWS, which would be tasked with reviewing and approving more individual section 10(a)(1)(B) permit applications and potentially more consultations under ESA section 7. It is also possible that a slower timeframe for the Amendment would result in the loss of some conservation opportunities as the County continues to experience rapid growth.

C. Purpose

The purpose of this Proposal is to streamline regulatory approvals and provide coordinated conservation actions for the Proposed Species. Specifically, including the Proposed Species as Covered Species under the RHCP will ensure coordinated ESA compliance with respect to activities that may result in take of those species; reduce the administrative burden on the County, USFWS, project proponents, and other federal, state, and local agencies required to ensure against unauthorized take of the Proposed Species and against jeopardizing the continued existence of said species; and reduce the economic burden to individual landowners by allowing them to obtain take coverage under the County and Foundation's Permit through participation in the RHCP. Meanwhile, the RHCP will provide important scientific and conservation benefits to the Proposed Species and their habitats, including providing coordinated conservation and monitoring for the Monarch.

D. Objective

To develop and submit by October 2024 the Amendment and prepare associated NEPA documentation, if such documentation is required, necessary to amend the Permit to cover the Proposed Species. Amending the Permit and RHCP would authorize take of the Proposed Species, while providing conservation benefits to the Proposed Species and potentially others.

The proposed period of performance is January 3, 2022, through December 2024. The specific outcomes to be accomplished during the proposed period of performance are specified under the Timetable section below. *See* Section H of the Project Narrative.

E. Methods/Approach

The funding will be used for coordination among relevant public agencies and stakeholders, baseline data collection (e.g., available habitat and resources), effects analyses, stakeholder outreach, including any required under Chapter 83, preparation of the draft RHCP amendment, and coordination with USFWS to process the RHCP amendment and amendment to the Permit. Relying on the expertise of the County, Foundation, and its RHCP team, the approach to amending the RHCP and applying for a Permit amendment specifically will include at least the following tasks:[11]

- Working with USFWS and TPWD, develop a specific scope for development of the Amendment and NEPA documentation;

- Identify and review existing scientific information about the Proposed Species' distribution, occurrence, ecology, and ongoing conservation efforts, including the Monarch CCAA, and identify conservation strategies to meet the needs of the Proposed Species and the goals of the Permittees;

- Develop a process for public input and, to the extent required by Chapter 83, establish a Citizens Advisory Committee (CAC) that would include representative interests from the community and other stakeholders, including owners of undeveloped land within the County and representatives from one or more public or private entities, potentially including, but not limited to: TPWD, Texas Department of Transportation, the County, the City of Georgetown, one or more school districts within the County, the City of Round Rock, the Master Naturalist, and others;

- Develop a process for scientific input and, to the extent required under Chapter 83, establish a Biological Advisory Team (BAT) that would include experts on the Proposed Species and conservation biology, including one member appointed by TWPD, one member appointed by landowner members of the CAC, and other local technical experts;

- Review initial results of the Amendment development process (i.e., goals, objectives, opportunities, and recommendations) and solicit comments from the CAC and BAT, if applicable;

- Particularly with respect to the Salamander Species, identify and describe actions within the County a) that are likely to result in incidental take and b) that are reasonably certain to occur

[11] The Permittees note that with respect to the karst invertebrates included as Proposed Species, the existing RHCP framework likely will make development of the take estimates and conservation program, including minimization and mitigation measures, significantly more efficient than development of a take and conservation framework for the Salamander Species. Similarly, the framework established under the Monarch CCAA may make development of a conservation program for the Monarch significantly more efficient. While the bulleted tasks set forth in this section do not differentiate between the Salamander Species, Monarch, or karst invertebrate species included as Proposed Species, the Permittees anticipate that some of the tasks may ultimately focus primarily on the Salamander Species and Monarch.

over the life of the Permit, and develop support for a method of assessing take of Proposed Species, including but not limited to developing appropriate surrogates where expressing the number of individual species taken is not practicable;

- With respect to the Monarch, identify and describe existing and potential habitat and consider appropriate minimization and mitigation strategies to benefit the species, including conservation measures potentially similar to those described in the Monarch CCAA, and consider establishing an appropriate surrogate and limit for take of individual Monarchs;

- With assistance from USFWS, the BAT, and CAC, as applicable, develop a mitigation program that will minimize and mitigate impacts of the take of Proposed Species to the maximum extent practicable;

- Incorporate CAC and BAT comments, if applicable, on the various components of the Amendment, and establish the general framework for the same, including covered area, solidification of list of Proposed Species, goals and objectives, likely conservation strategies, monitoring and reporting, and funding;

- In coordination with USFWS, begin the NEPA process;

- Introduce the concept of the Amendment and present the framework to the general public with public meetings and notices through local media, and solicit additional comments;

- Fine-tune Amendment framework and prepare a first draft of the Amendment, with the assistance of the CAC and BAT, as appropriate, for initial review and comment by USFWS;

- If requested, prepare the preliminary draft of NEPA document for initial USFWS review and comment;

- Prepare the second draft of Amendment and NEPA documentation addressing USFWS comments, with guidance from the CAC and BAT, if applicable;

- Hold second round of public meetings and update public notices to describe the conservation program, answer questions, and gather comments;

- Finalize the Amendment and draft NEPA document, complete the Application for Permit amendment, and submit the package of materials to USFWS for coordination and processing; and

- Provide a final report to TPWD within 30 days after completion of the last grant segment.

F. Description of Entities Undertaking the Project

The Foundation will be the primary entity responsible for carrying out the objectives, methods, and approaches described above, including working closely with the RHCP team in connection with developing the Amendment.

G. Anticipated Outcomes/Expected Results and Benefits

Amending the RHCP would likely involve the formulation of multiple approaches to the conservation of the Proposed Species, including but not limited to avoidance and minimization (e.g., through proven and defined best management practices); mitigation of potential take of the Proposed Species through preservation (including habitat preservation and potentially restoration, and/or enhancement measures); and implementation and compliance monitoring. Project success will constitute the development and submittal of an amendment to the RHCP and associated NEPA documentation, if required, by October 2024. To accomplish the project objectives, Section 6 funds will be used to:

- Develop a strategy for calculating and monitoring the potential amount of incidental take that would be authorized under the Amendment;
- Develop a strategy for avoiding and minimizing impacts to the Proposed Species and their habitats within the RHCP area, including without limitation protecting water quality for the Salamander Species to be included in the Amendment and developing measures to reduce impacts to the Monarch associated with habitat modification;
- Develop strategies for mitigating impacts of authorized take of the Proposed Species to be included in the Amendment;
- Develop a program for monitoring and reporting and adaptive management strategies specific to the Proposed Species;
- Prepare and furnish Interim and Final Reports to TPWD describing the status of the project and various aspects of the activities above as applicable, including, but not limited to, study methodology, any field research procedures and sites, a comparison of the actual accomplishments during each grant segment with the objectives of the grant as written in the proposal/scope of work; and
- Achieve compliance with the requirements for the development of regional habitat conservation plans by governmental entities pursuant to Chapter 83 of the Texas Parks and Wildlife Code (Chapter 83), as described in more detail in Section I, below.

Amending the RHCP to include the Proposed Species as Covered Species would provide a significant benefit to the Proposed Species, to ecosystem conservation, to USFWS from an administrative perspective, and to the County and its constituents, including the following:

- Providing a more holistic ecosystem-based approach to conserving the Northern Edwards Aquifer by extending conservation and management activities to both aquifer discharge and recharge features as necessary to conserve the added Salamander Species, which are spring-dwelling (this could potentially include working with one or more entities outside Williamson County to promote cooperative conservation measures applicable to the *Eurycea* spp. rangewide);

- Providing a coordinated approach to Monarch conservation, including conservation of habitat, as the County undertakes expansion of its transportation infrastructure and otherwise experiences urban growth;

- Collecting and making available to USFWS and TPWD scientific information gathered through the RHCP's monitoring and reporting programs pertaining to the status of the Proposed Species and the effectiveness of Proposed Species conservation measures;

- Providing more coordinated, long-term conservation of the Proposed Species than would otherwise be possible through a piecemeal approach, and address the identified threats to the Proposed Species through locally appropriate solutions;

- Reducing the administrative burden on USFWS by reducing the number of individual projects that must go to USFWS for project-specific review and approval;

- Reducing the burden of ESA compliance on private individuals and entities, as well as public institutions, by creating a streamlined permitting process for the Proposed Species; and

- Continuing a structure that could incorporate other community open space goals, such as compatible recreation opportunities, scenic and cultural values, and protection of water quality and quantity.

H. Timetable

Development of the RHCP amendment will be completed and a Permit application submitted to USFWS by October 2024. A schedule of project milestones that are associated with the tasks described in this grant proposal, assuming that the grant is awarded on or about June 30, 2021, are listed below.

Month/Year	Project Milestone
Jan. 2022 - Mar. 2022	Grant awarded; finalize grant contract; start work
	PHASE I
Mar. 2021	Task 1: With assistance from USFWS and TWPD, develop specific project scope
Mar. 2021 - May 2021	Task 2: Identify and review existing scientific information relevant to Amendment; evaluate the potential of various conservation strategies to meet County and Foundation's goals, including identifying and analyzing opportunities for protection of habitat-related resources
May 2021	Task 3: Based on Task 2, develop recommendations for initial Amendment framework
May 2021 - Jun. 2021	Task 4: Develop process for public input, convene CAC if necessary
May 2021- Jun. 2021	Task 5: Develop process for scientific input, convene BAT if necessary

July 2022 – Jan. 2023	Task 6: With assistance from USFWS, TPWD, and CAC and BAT, if applicable, identify and describe actions likely to result in incidental take of Proposed Species and are reasonably certain to occur over life of the Permit, estimate take anticipated under Amendment, and develop conservation program
	Task 7: Review initial results of RHCP amendment development process and solicit comments from CAC and BAT on general framework for Amendment
	Task 8: Incorporate BAT and CAC comments, if applicable, on various components of RHCP, as well establishing other components of Amendment, including monitoring, reporting, and funding
Feb. 2023 - July 2023	Task 9: Prepare initial and complete draft Amendment; provide to USFWS for review
July 2023	Task 10: Begin NEPA process; potential public meeting
Oct. 2023	Task 11: First draft of NEPA document to USFWS for review
Oct. 2023 – Jan. 2024	Task 12: Receive and incorporate comments from USFWS on first draft Amendment and NEPA document; prepare second draft of each document
Feb. 2024	Task 13: Provide second draft Amendment and NEPA document to USFWS for review
Apr. 2024	Task 14: Receive and incorporate comments from USFWS on second draft Amendment and NEPA document
May 2024 – Nov. 2024	Task 15: Potential additional public meetings and/or NEPA process; incorporate any additional comments into final draft RHCP and NEPA document
	PHASE 2
Oct. 2024	Task 16: Final draft of RHCP and NEPA documents and permit application submitted to USFWS
Dec. 2024	Task 17: Final TPWD grant report

While the Permittees have not undertaken specific steps in connection with a potential Amendment to the RHCP, the Permittees nevertheless have gathered significant data concerning the Proposed Species through RHCP-related monitoring and reporting. The Permittees anticipate that data collected from past efforts in connection with their implementation of the existing RHCP will be utilized in connection with the Amendment and activities funded through this grant, if awarded.

I. Project Location/Maps

The Amendment would cover the entirety of Williamson County, Texas (30°39′20″N, 97°35′02″W). Williamson County, Texas (30°39′20″N, 97°35′02″W), in the 31st Texas Congressional District. Field work to implement the Proposal will occur County-wide. Administrative/office activities will occur at the Foundation's offices at 219 Perry Mayfield, Leander, Texas 7864.

Below, we provide a description of the Proposed Species' ecosystem and habitat types.

1. *Salamander Species Ecosystem and Habitat Types.*

During rulemakings concerning the Salamander Species' listing status in 2013 and 2020, the USFWS described the Salamander Species' ecosystem, watershed characterization, and critical habitat types. In its 2013 listing rule for the Jollyville Plateau salamander (*Eurycea tonkawae*), the USFWS characterized the species as strictly aquatic, inhabiting surface and subsurface habitats.[12] The surface and subsurface aquatic habitats include springs and groundwater from the Trinity Aquifer, Northern Segment of the Edwards Aquifer, and local alluvial aquifers.[13] These surface habitat types include rocky substrate with interstitial spaces and subterranean aquifers.[14] As for subsurface habitats, voids between rocks underground provide cover, shelter, and foraging habitat.[15] In its September 2020 listing rule for the Georgetown salamander (*Eurycea naufragia*) and Salado salamander (*Eurycea chisholmensis*), the USFWS described the ecosystem, watershed characterization, and habitat types in the agency's proposed rule of the critical habitat designation for the Georgetown and Salado salamanders.[16] According to the USFWS, Georgetown and Salado salamanders occur in spring and stream ecosystems in surface and subsurface areas.[17] These surface habitat types include water from the northern segment of the Edwards Aquifer, rocky substrate with interstitial spaces, the spring environment, and subterranean aquifers.[18] Subsurface habitats also include water from the northern segment of the Edwards Aquifer, and subsurface spaces. For additional information on the Salamander Species, please refer to the species' final listing rules and the final critical habitat designation for the Jollyville Plateau salamander (*Eurcyea tonkawae*).

2. *Monarch Butterfly ecosystem and habitat types.*

On December 17, 2020, the USFWS issued 12-month finding on a petition to list the Monarch.[19] The finding describes the Monarch's habitat as overwintering sites with nectar and clean water sources located nearby.[20] The Monarch (*Danaus plexippus*) Species Status Assessment Report (SSA) indicates that in southwestern states, migrating monarchs tend to occur more frequently near water sources such as rivers, creeks, roadside ditches, and irrigated gardens. Additional information on the species' ecosystem and habitat needs may be found in the SSA.

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[12] Endangered and Threatened Wildlife and Plants; Designation of Critical Habitat for the Austin Blind and Jollyville Plateau Salamanders, 78 Fed. Reg. 51327, 51342 (Sept. 19, 2013) (codified at 50 C.F.R. § 17.11(h)).

[13] *Id.* at 51342.

[14] *Id.*

[15] *Id.*

[16] Endangered and Threatened Wildlife and Plants; Designation of Critical Habitat for the Georgetown and Salado Salamanders, 85 Fed. Reg. 57578 (proposed Sept. 15, 2020).

[17] *Id.* at 57584-57586.

[18] *Id.*

[19] Endangered and Threatened Wildlife and Plants; 12-Month Finding for the Monarch Butterfly, 85 Fed. Reg. 81813 (Dec. 17, 2020).

[20] *Id.* at 81814.

3. *Tooth Cave Spider ecosystem and habitat types.*

The hydrogeological evolution of the Edwards Aquifer occurred contemporaneously with the biological evolution of a diverse community of troglobitic species within caves in the aquifer outcrop. Humid cave environments with stable temperatures were exploited by populations of surface invertebrates that did not require sunlight to complete their lifecycles. Isolation of these populations, commonly due to climate change at the surface, lead to endemic species with troglomorphic characteristics including elongated appendages, loss or reduction of eyes, and metabolic adaptations to life with a lean diet. As obligate cave-dwellers they cannot leave the cave environmental and depend on the introduction of nutrients from the surface. Nutrients can enter the deep cave environment in the form of plant roots, leaf litter and other organic debris washed into the cave, or actively in the form of trogloxeneic organisms that forage or shelter in caves such as small mammals, cave crickets, and bats. Cave habitat depends on continued infiltration of undegraded surface water into the cave. As extensions of surface ecology cave ecosystems also rely on the health of the surface plant and animal communities. The Tooth Cave spider presumably preys on microarthopods (USFWS 2011).

4. *Dragonfly Cave Mold Beetle ecosystem and habitat types.*

The hydrogeological evolution of the Edwards Aquifer occurred contemporaneously with the biological evolution of a diverse community of troglobitic species within caves in the aquifer outcrop (USFWS 2011). Humid cave environments with stable temperatures were exploited by populations of surface invertebrates that did not require sunlight to complete their lifecycles. Isolation of these populations, commonly due to climate change at the surface, lead to endemic species with troglomorphic characteristics including elongated appendages, loss or reduction of eyes, and metabolic adaptations to life with a lean diet. As obligate cave-dwellers they cannot leave the cave environmental and depend on the introduction of nutrients from the surface. Nutrients can enter the deep cave environment in the form of plant roots, leaf litter and other organic debris washed into the cave, or actively in the form of trogloxeneic organisms that forage or shelter in caves such as small mammals, cave crickets, and bats. Cave habitat depends on continued infiltration of undegraded surface water into the cave. As extensions of surface ecology cave ecosystems also rely on the health of the surface plant and animal communities. The Tooth Cave Spider presumably preys on microarthopods. The Dragonfly Cave mold beetle presumably scavenges on decaying organic matter.

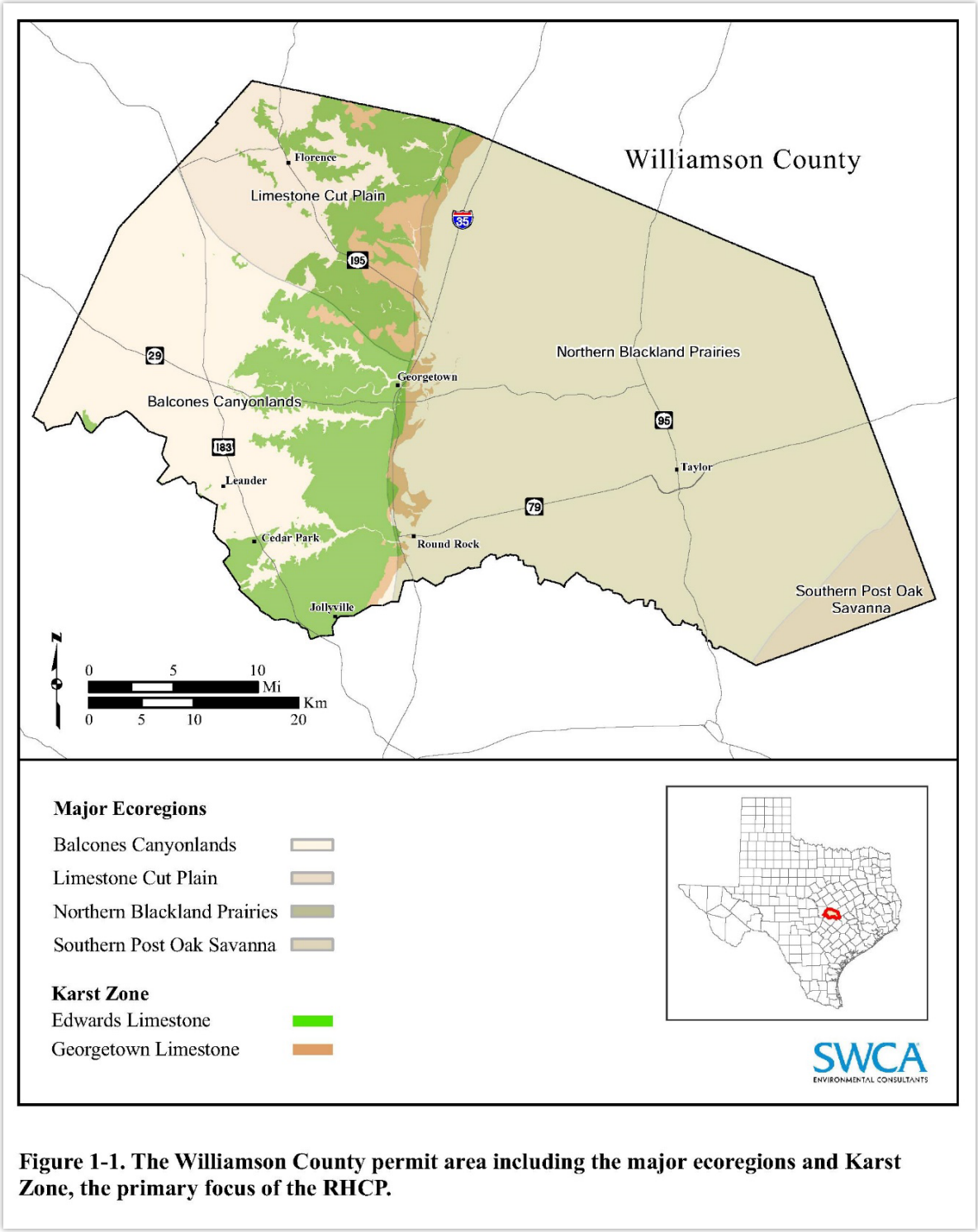

Figure 1-1. The Williamson County permit area including the major ecoregions and Karst Zone, the primary focus of the RHCP.

J. Information to support environmental compliance review requirements

In order to assist the Service in evaluating this Proposal, Permittees provide the following information relevant to compliance with NEPA, ESA, and the National Historic Preservation Act (NHPA).

- **NEPA Compliance.**

In 2009, USFWS evaluated its proposed issuance of the Permit to Permittees pursuant to environmental impact statement (EIS) under NEPA.[21] USFWS concluded that review and issued a record of decision on April 14, 2009.[22] Permittees anticipate that the EIS previously prepared by USFWS will be useful to the agency as it prepares NEPA documentation in connection with the Amendment.

- **ESA Compliance.**

Federally-listed endangered and threatened species will not be affected by the development of an RHCP amendment or submission of an application for a Permit amendment; however, should USFWS ultimately grant the Permit amendment, take of listed species would be authorized under such amendment. The Permittees expect USFWS to engage in an intra-agency consultation (formal or informal) pursuant to ESA section 7 in connection with its review and potential action on the Permittees' Application for a Permit amendment.

Permittees note that the RHCP and Permit (TE-181840-1) currently are in good standing, and have resulted in significant benefits to Covered Species and other species addressed by the RHCP. Additionally, Permittees have for years enjoyed a positive working relationship with the local USFWS office and look forward to continuing on in such a relationship.

- **National Historic Preservation Act (NHPA) Compliance.**

Permittees would seek to coordinate with USFWS to assist in complying with the NHPA in connection with the Amendment.

- **Other Federal Permits.**

There are no other federal permits required in order to apply for or be granted an Amendment.

Because this project comprises of developing an RHCP amendment in support of a Permit amendment, work under this grant is not anticipated to involve ground-disturbing activities or to affect water quality or wetlands, or air quality. Nevertheless, the Permittees are committed to obtaining all necessary authorizations from the relevant federal agencies for impacts to listed species and other federal resources that may occur under the amended Permit, should the amendment be granted.

RELATIONSHIP WITH OTHER GRANTS

[21] Regional Habitat Conservation Plan, Williamson County, TX, 74 Fed. Reg. 17211 (Apr. 14, 2009).

[22] 74 Fed. Reg. 17,211 (April 14, 2009).

The Foundation has previously received several non-traditional Section 6 grants for conservation of the Species and other listed species covered under the existing RHCP. The RHCP was developed using ESA section 6 Habitat Conservation Planning Assistance grants ($200,000 in FY 2003 and $1,005,000 in FY 2004), for the benefit of the Covered Species, along with 24 additional rare, endemic, and/or listed species, including *Eurycea naufragia*, *Eurycea chisholmensis*, *Eurycea tonkawae*, and *Rhadine persephone*. The Foundation acquired a 42-acre tract (Beck Preserve) for the conservation of one or more karst invertebrate species, including *Texella reyesi*, using a section 6 Habitat Conservation Plan Land Acquisition grant awarded in FY 2004. In 2007, the Foundation acquired by conservation easement approximately 64.4 acres (Northern Cobb Preserve) of the northern portion of Cobb Ranch for the benefit of *Texella reyesi*, *Batrisodes texanus*, four other rare karst invertebrates, *Vireo atricapilla*, *Setophaga chrysoparia*, and *Eurycea naufragia*, through the use of FY 2005 section 6 Recovery Land Acquisition grant funds.

EVALUATION CRITERIA

Consistent with Sections D2 and E1 of the Notice, this Proposal addresses and organizes the criteria specified in Section E1 to facilitate application review and scoring.[23] Furthermore, this Proposal includes information on species as defined under Section A of the Notice.[24]

1. Number of Listed and Candidate Species Benefited.

This Application proposes to benefit six species—five of which are currently listed and one that is currently a candidate species:

- Georgetown Salamander (*Eurycea naufragia*)
- Salado Salamander (*Eurycea chisholmensis*)
- Jollyville Plateau Salamander (*Eurycea tonkawae*)
- Tooth Cave Spider (*Tayshaneta myopica*)
- Dragonfly Cave mold beetle (*Batrisodes cryptotexanus*)
- Monarch butterfly (*Danaus plexippus plexippus*)[25]

2. Number of At-Risk Species Benefited.

This Application does not currently propose to address at-risk species.

3. Magnitude of Conservation Benefit.

[23] Notice at 8, 16-19.

[24] *Id*. at 8.

[25] Consistent with the Notice's definition for a candidate species, the monarch butterfly (*Danaus plexippus plexippus*) qualifies as a "candidate species." Notice at 3. On December 17, 2020, the USFWS issued a notice finding that listing the Monard "as an endangered or threatened species is warranted but precluded by higher priority actions to amend the Lists of Endangered and Threatened Wildlife and Plants." Endangered and Threatened Wildlife and Plants; 12-Month Finding for the Monarch Butterfly, 85 Fed. Reg. 81813 (Dec. 17, 2020). Although the current list of candidate species does not include the Monarch, USFWS notes that it "will be added to the candidate list[.]" 85 Fed. Reg. at 81819.

This Application to amend the RHCP will result in a major benefit to several of the Proposed Species. The table below describes the anticipated benefits to each Proposed Species.

Covered Species	**Expected Benefits**	**Degree of Benefit** (low, medium, high)	**Justification****
Georgetown Salamander	Preservation, monitoring, and management of multiple known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	High	One hundred percent of the species' known range would be covered by the Amendment as depicted in the range shown by Devitt et al. (2019). Alternatively, all three *Eurycea* species proposed for coverage in the Amendment occupy the unconfined zone of the Northern Segment of the Edwards Aquifer as shown by the Texas Water Development Board (TWDB 2021), approximately 64% of which occurs within the Plan Area.
Salado Salamander	Preservation, monitoring, and management of multiple known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	High	Approximately 86 percent of the species' known range would be covered by the Amendment as depicted in the range shown by Devitt et al. (2019). Alternatively, all three *Eurycea* species proposed for coverage in the Amendment occupy the unconfined zone of the Northern Segment of the Edwards Aquifer as shown by the TWDB (2021), approximately 64% of which occurs within the Plan Area.
Jollyville Plateau Salamander	Preservation, monitoring, and management of multiple known sites for	Medium	Approximately 64% percent of the species' known range would be covered by the Amendment

Covered Species	Expected Benefits	Degree of Benefit (low, medium, high)	Justification**
	the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.		as depicted in the range shown by Devitt et al. (2019). Alternatively, all three *Eurycea* species proposed for coverage in the Amendment occupy the unconfined zone of the Northern Segment of the Edwards Aquifer as shown by the TWDB (2021), approximately 64% of which occurs within the Plan Area.
Tooth Cave Spider	Preservation, monitoring, and management of multiple known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	Low	Approximately 5% percent of the species' known range would be covered by the Amendment as depicted in the range considered by USFWS (2018a).
Dragonfly Cave mold beetle	Preservation, monitoring, and management of many known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	High	One hundred percent of the species' known range would be covered by the Amendment as depicted in the range considered by USFWS (2018a).
Monarch Butterfly	Preservation, participation, monitoring, and management of habitat areas within the county;	Low	Monarchs within the County will experience benefits from measures taken in connection with Amendment; however,

Covered Species	Expected Benefits	Degree of Benefit (low, medium, high)	Justification**
	coordination with governments and private entities on measures to reduce impacts to species within the County.		because the species' range encompasses a substantial portion of the United States, the benefit as defined by the NFO would be "low."

4. Size of Plan Area.

This Application proposes to cover a plan area of approximately 725,800 acres—the entirety of Williamson County, Texas.

5. Stakeholder Participation.

Permittees anticipate a number of individuals and entities will contribute to the development of the Amendment. At this time, Permittees anticipate approximately five entities or groups of individuals would offer significant contribution to the Amendment. Pursuant to state law, Permittees would convene a citizens' advisory committee and biological advisory team made up of multiple individuals from within and outside the County. Members of the biological advisory team would include experts on the species as well as a representative from TPWD. Permittees anticipate that the biological advisory team would consist of at least three members, but likely would include five or more. Additionally, Permittees would convene a citizens' advisory committee made up of landowners from within the County. Permittees anticipate there would be no fewer than seven members of the citizens' advisory committee. Consistent with Section E.1.5. of the Notice, this Application identifies the specific contribution to the HCP development for each stakeholder or stakeholder group. Notice at 18. At this time, Permittees anticipate they will be responsible for the entirety of the 25 percent non-federal cost share.

Stakeholder/Partner Name	Contribution to Plan Preparation
TPWD[26]	In accordance with Chapter 83 of the Texas Parks and Wildlife Code, serve as a voting member on the Citizens Advisory Committee (CAC) (described in greater detail below). In accordance with Chapter 83 of the Texas Parks and Wildlife Code, serve as presiding officer for the Biological Advisory Team (BAT) (described in greater detail below. Serve as grant administrator.

[26] The Foundation understands that under the criteria set forth in section E.1.5 of the Notice, TWPD normally would not qualify as a stakeholder for the purpose of the Application. However, the Foundation felt it important to highlight the role TWPD must take in developing the Amendment pursuant to state law.

City of Georgetown, TX	Participate in public processes and advise Permittees in connection with RHCP amendments, particularly as it concerns the Georgetown salamander and other species occurring within City limits.
Texas Department of Transportation	Participate in public processes and advise Permittees in connection with RHCP amendments, particularly as it concerns transportation planning and interfacing with RHCP.
Other cities within Williamson County	Permittees anticipate that one or more additional cities from within Williamson County would advise Permittees in connection with the Amendment, including on aspects relating to future transportation and infrastructure needs, as well as available conservation opportunities. These cities could include, but are not limited to, the City of Cedar Park and the City of Leander.
Citizens Advisory Committee members (likely to include seven or more members)	In accordance with Chapter 83 of the Texas Parks and Wildlife Code, advise permittees with respect to landowner and policy issues relevant to the Amendment.
Biological Advisory Team (likely to include five or more members)	In accordance with Chapter 83 of the Texas Parks and Wildlife Code, assist in calculation of potential take of Covered Species and size and configuration of any Covered Species preserves.

6. Initiation or Completion of a Planning Effort.

This Application has been submitted in support of initiating the Amendment. Under Section E.2.6. of the Notice, applications to support the initiation or completion of an HCP amendment will be prioritized. Notice at 18. The Amendment has not been previously funded, including within the previous fiscal year; although, as described above, the development of the RHCP itself was funded partially through ESA section 6 monies.

7. Readiness of State to Proceed.

Please refer to the project timetable provided above under Section H of the Project Narrative. In accordance with Section E.2.7. of the Notice, the Permittee requests a period of performance that is greater than two years. Notice at 19.

8. Voluntary non-federal cost-share commitment.

This Application includes a non-Federal cost-share greater than 25 percent, as reflected in the budget included in this Proposal. A letter of commitment is attached hereto, which provides additional details concerning the amount of matching funds and services to be contributed to this Amendment within the project timeframe, including estimates of salary costs.

9. Data management and sharing.

The Permittees will continue to coordinate with USFWS on the monitoring and recovery efforts on the existing RHCP and will continue to share data and results with USFWS. Permittees have a long history of close coordination with USFWS on myriad ESA issues within the County. As they do under the existing RHCP, Permittees would continue to share the results of surveys and monitoring efforts with USFWS, and will also, from time to time, publish such results in peer reviewed literature. Indeed, since the Georgetown and Salado salamanders were first described in 2000, the Foundation has funded eight of the nine peer-reviewed publications on the ecology and conservation of the species. Permittees also anticipate they would continue to assist USFWS in maintaining accurate databases regarding species' taxonomy and other issues. For example, Permittees have provided voucher species to USFWS, including specimens for genetic studies on listed karst invertebrates. Permittees have also allowed USFWS and others access to caves maintained by Permittees to assist in ensuring that USFWS maintains best available data for the species.

The coordinated approach in managing and sharing data and scientific information will help inform future decision-making to preserve and conserve the Proposed Species.

10. Secretarial Priorities for Federal Financial Assistance

This Application demonstrates alignment with the Secretarial Priorities to (1) restore trust with local communities and (2) strike a regulatory balance. Notice at 3-4.

Restoring trust with local communities. Local communities in Central Texas have been impacted by restrictions placed on development because of the presence of ESA-listed species or listed species habitat. Without streamlined permitting and ESA compliance options, important transportation, infrastructure, and other projects often experience delays and significant increases in cost. As a result, local communities sometimes hold a negative view of the purpose and impact of the ESA. It has been Permittees' experience that the RHCP has assisted landowners and others within Williamson County in understanding the importance of the ESA. Importantly, Permittees believe that the availability of a streamlined ESA permitting mechanism—and one that is run locally—has increased ESA compliance beyond that which may have occurred otherwise. Under the RHCP, the Permittees have also increased community awareness of the ESA through educational and other programs. Permittees are proud of all educational and other programs associated with the RHCP, but two results are of particular note: the high RHCP participation rate and the successful development and implementation of a 4(d) rule relating to the Georgetown and Salado salamanders. When Permittees were developing the RHCP, they anticipated a participation rate from the regulated community of approximately 10 percent. In practice, this rate has been between 30 and 40 percent—a significant portion of development within the County. In response to the pending listing of the Georgetown and Salado salamanders, Permittees worked closely with the City of Georgetown and USFWS to find a framework for salamander preservation that would also allow reliable ESA compliance options for those within the City of Georgetown and its ETJ. This framework ultimately was given approval via the Final 4(d) Rule for the Georgetown Salamander.[27]

Striking a regulatory balance. The availability of a locally focused, streamlined mechanism for ESA permitting encourages landowners and others to comply with the ESA. Under the existing RHCP, project proponents in Williamson County may obtain ESA section 10 coverage in a matter of weeks, whereas obtaining an individual permit from USFWS often can take a year or more. Additionally, because of the potential reduction in individual ESA section 10 permit applications, the workload of the local USFWS is reduced, allowing local staff to focus on other permitting and compliance efforts within the region.

The Amendment will also serve to increase scientific knowledge of the Proposed Species. To "ensure that ESA decisions are based on strong science and thorough analysis," the Permittees propose to identify and review existing scientific information about the Proposed Species' distribution, occurrence, ecology, conservation strategies, and ongoing conservation efforts to benefit the Proposed Species. *See* Notice at 4. As noted in the "Methods/Approach" Section above, the Permittees seek to develop scientific input from USFWS, the BAT, experts on the Proposed Species and conservation biology, and other local technical experts. This scientific information

[27] 80 Fed. Reg. 47,418 (Aug. 7, 2015).

will help guide decisions concerning species preservation, minimization of impacts to the species, public outreach, and other aspects of species conservation.

OVERLAP OR DUPLICATION OF EFFORT STATEMENT

There are no overlaps or duplication between this Application and any of our other Federal applications or funded projects, including in regards to activities, costs, or time commitment of key personnel.

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ESTIMATED COST: 1,000,000
Project Name: Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species
Sub-recipient: Williamson County

Cost Categories (FY runs Sept. 1 through Aug. 31)	Federal Share (Please select one)	Applicant Share (Non-federal Match)	Total
YEAR 1 - FY 2022			
Personnel			
PI/Grad Student Salaries		*$16,824*	*$16,824*
Temp Asst Salaries			*$0*
Fringe Benefits			*$0*
Travel			*$0*
Equipment			*$0*
Supplies			*$0*
Contractual	*$237,382*	*$79,127*	*$316,509*
Miscellaneous			*$0*
Total Direct Cost	*$237,382*	*$95,951*	*$333,333*
Modified Total Direct Cost (MTDC)*			*$0*
Indirect Cost Rate as applied to MTDC			*$0*
Unrecovered indirect as match (if applicable)			*$0*
Total IDC			*$0*
Total (Yr 1)	*$237,382*	*$95,951*	*$333,333*
Total year 1 (%)	*71.21%*	*28.79%*	*100.00%*
YEAR 2 - FY 2023			
Personnel			
PI/Grad Student Salaries		*$16,824*	*$16,824*
Temp Asst Salaries			*$0*
Fringe Benefits			*$0*
Travel			*$0*
Equipment			*$0*
Supplies			*$0*
Contractual	*$237,382*	*$79,127*	*$316,509*
Miscellaneous			*$0*
Total Direct Cost	*$237,382*	*$95,951*	*$333,333*
Modified Total Direct Cost (MTDC)*			*$0*
Indirect Cost Rate as applied to MTDC			*$0*
Unrecovered indirect as match (if applicable)			*$0*
Total IDC			*$0*
Total (Yr 2)	*$237,382*	*$95,951*	*$333,333*
Total year 2 (%)	*71.21%*	*28.79%*	*100.00%*
YEAR 3 - FY 2024			
Personnel			
PI/Grad Student Salaries		*$16,824*	*$16,824*
Temp Asst Salaries			*$0*
Fringe Benefits			*$0*
Travel			*$0*
Equipment			*$0*
Supplies			*$0*
Contractual	*$237,382*	*$79,127*	*$316,509*
Miscellaneous			*$0*
Total Direct Cost	*$237,382*	*$95,951*	*$333,333*
Modified Total Direct Cost (MTDC)*			*$0*
Indirect Cost Rate as applied to MTDC			*$0*
Unrecovered indirect as match (if applicable)			*$0*
Total IDC			*$0*
Total (Yr 3)	*$237,382*	*$95,951*	*$333,333*
Total year 3 (%)	*71.21%*	*28.79%*	*100.00%*
GRAND TOTAL ($)	***$712,146***	***$287,854***	***########***
GrandTotal (%)	***71.21%***	***28.79%***	***100.00%***

Enter full negotiated IDC rate:	

If you elect to use part of your IDC as match, please fill out the following information:	
Total amount of IDC requested for reimbursement:	$0.00
Total amount of IDC used to meet match requirement:	$0.00

Modified Total Direct Cost (MTDC) **MTDC is included in most, but not all, NICRA's. Please refer to your institution's NICRA to determine the base to which the IDC rate should be applied.*	MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward/subcontract. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward/subcontract in excess
Indirect Cost (F&A; unrecovered indirect costs may be used to meet match requirements.)	Include the currently approved Indirect Cost rate for your organization; In order to claim indirect costs you must attach a copy of the valid Indirect Cost rate agreement for your organization that was negotiated with the appropriate cognizant federal agency.

NOTE: This budget **MUST** be reviewed and approved by the pass-thru entity's designated Contract Point-of-Contact, such as a grant coordinator, a budget coordinator, or a reviewer from the Office of Sponsored Research. *If the budget indicates that part of your IDC will be waived to use as match, then the budget must be signed by the institution's official having the authority to negotiate indirect cost rates for your organization.*

X

Contract Point-of-Contact

Printed Name:
Job Title:
Email:
Work Phone:

Cost Categories	Justification
PI/Grad Student Salaries	The Williamson County Conservation Foundation (Foundation) anticipates providing 10% of the requested award to compensate Foundation staff performing work on the Amendments. Foundation anticipates two full time staff members will spend 10% of their time on the Amendment.
Temp Asst Salaries	N/A
Fringe Benefits	N/A
Travel	N/A
Equipment	N/A
Supplies	N/A
Contractual	Currently, the Foundation anticipates that 90% of the work will be performed by its contractors and consultants. These tasks include but are not limited to contractual or consulting services that will primarily responsible for researching, negotiating, and preparing project documentation, including without limitation the habitat conservation plan (HCP), preliminary draft National Environmental Policy Act (NEPA) documentation, any required local notices to be published in newspapers and simliar publications, running public meetings, if any, that may be required under State law, and meeting with the U.S.
Miscellaneous	N/A
Indirect Costs	N/A

Any federal award resulting from this budget is not justification for any sole source purchase(s) to be made on the project.

Cost Categories	Guidelines
PI/Grad Student Salaries	List the PI/Grad Student(s) that will be performing work on this project. Give salaries and amount of time to be spent on the project by each individual. MUST equal total amount given for each year's salary line item.
Temp Asst Salaries	List any known temporary assistant(s) that will be performing project on this project. Give salaries and amount of time to be spent on the project by each individual. MUST equal total amount given for each year's salary line item.
Fringe Benefits	List estimate of fringe rate for each of the salary categories.
Travel	Indicate rates used and/or how travel costs were calculated. Include/link to agency travel policy. Identify what travels costs are for; if travel will be done for trainings and/or professional meetings, please include that information in this line item's justification.
Equipment	List those tangible items having a useful life of more than one year and a per-unit cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. Include the cost and useful life for each piece of equipment.
Supplies	List examples of supplies to be purchased that are needed to perform the work on this project.
Subaward (Contractual)	List subawards/contracts (names and amounts) that will be made by your organization with other entities to perform work on this project.
Miscellaneous	List expenditures that do not fall under previously listed direct cost categories or within the calculation of your organization's IDC rate.
Indirect Costs	Provide a statement about how MTDC was calculated. If voluntarily waiving IDC to use as match, please indicate the amount ($ or %), and fill in the IDC statement box below the budget table on the previous sheet.

Attachment B

LANDOWNER PERMISSION FOR WILDLIFE RESEARCH AND INVESTIGATION

(Pursuant to Section 12.103 of the Texas Parks and Wildlife Code)

By my signature below, I hereby authorize Texas Parks and Wildlife Department (Department) employees, or persons working on behalf of the Department, to enter private property I own or manage for the purpose of conducting scientific research and investigation regarding wildlife and natural resources, to record and use site specific information from the property for scientific research and investigation, and to allow public access to the information to the degree authorized below.

_____

(Authorized scientific research, investigation, or activity)

Release of Information (Location Specific): I hereby further authorize the Department to store the information collected in publicly available Department databases and use the information in Department reports, maps, publications, environmental project reviews, or otherwise make the information available to the public in a manner that identifies the specific location of the private property I own or manage.

_____ _____

(Landowner or authorized agent) (Date)

OR

Release of Information (Non-Location Specific): I hereby further authorize the Department to store the information collected in publicly available Department databases and use the information in Department reports, maps, publications, or otherwise make the information available to the public only in a manner that is generalized to a level that does not identify the specific location of private property I own or manage.

_____ _____

(Landowner or authorized agent) (Date)

Name and Address: (Please print legibly)

_____

(Name of Landowner or Authorized Agent)

_____

(Property, Ranch, or Tract name)

_____

(Address)

_____

(City, State, Zip)

_____ _____ _____

(Home Phone) (Office Phone) **optional** (FAX) **optional**

_____

(Email Address) **optional**

Texas Parks and Wildlife Department maintains the information collected through this form. With few exceptions, you are entitled to be informed about the information we collect. Under Sections 552.021 and 553.023 of the Texas Government Code, you are also entitled to receive and review the information. Under Section 559.004, you are also entitled to have this information corrected. For assistance call 512-389-4978.

Vendor Invoice worksheet available electronically at: http://www.tpwd.state.tx.us/business/grants/

TEXAS PARKS AND WILDLIFE DEPARTMENT
INVOICE

1. VENDOR ID:		2. INVOICE DETAIL:	#		MM/DD/YY
3. RTI (if applicable):					
4. TPWD CONTRACT/AGREEMENT NUMBER:		5. CURRENT PERIOD PAYMENT AMOUNT REQUESTED:			$0.00
6. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		7. FINAL INVOICE:		YES	NO
		8. ACCOUNTING BASIS:	X	CASH	ACCRUAL
		9. TOTAL PROJECT/GRANT PERIOD:			
		a. FROM: MM/DD/YY		b. TO:	MM/DD/YY
		10. PERIOD COVERED BY THIS REPORT:			
		a. FROM: MM/DD/YY		b. TO:	MM/DD/YY

11. EXPENDITURES BUDGET CATEGORIES:	Total Contract Budget	Period Expenditures	Cumulative Expenditures (Previous Cumulative+Period Expenditures)	**Available Balance as of: MM/DD/YY
a. Personnel/Salary	$0.00	* $0.00	$0.00	$0.00
b. Fringe Benefits	$0.00	* $0.00	$0.00	$0.00
c. Travel	$0.00	* $0.00	$0.00	$0.00
d. Supplies	$0.00	* $0.00	$0.00	$0.00
e. Equipment	$0.00	* $0.00	$0.00	$0.00
f. Contractual	$0.00	* $0.00	$0.00	$0.00
g. Other	$0.00	* $0.00	$0.00	$0.00
h. Total Direct Costs (Sum a - g)	$0.00	$0.00	$0.00	$0.00
i. Indirect Costs (if allowable)	$0.00	$0.00	$0.00	$0.00
j. Total Amount Payable (h-i)	$0.00	$0.00	$0.00	$0.00

12. MATCH BUDGET CATEGORIES:	Total Contract Budget	Period Expenditures	Cumulative Expenditures (Previous Cumulative+Period Expenditures)	**Available Balance as of: MM/DD/YY
a. Total Direct Costs	$0.00	* $0.00	$0.00	$0.00
b. Indirect Costs (if allowable)	$0.00	* $0.00	$0.00	$0.00
c. Local/In Kind Match	$0.00	* $0.00	$0.00	$0.00
d. Total Obligation Payable (Sum a-c)	$0.00	$0.00	$0.00	$0.00

13. PERCENTAGES	Budget %	Period %	Cumulative %
Expenditures	#DIV/0!	#DIV/0!	#DIV/0!
Match	#DIV/0!	#DIV/0!	#DIV/0!

*List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories.
Please attach receipts, as required, in accordance with your agreement.
** Negative balances in any of the budget categories should be explained in a brief accompanying narrative.

14. CERTIFICATION I certify to the best of my knowledge and belief that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and condition of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the subaward. I further certify that the costs claimed above have not been previously reimbursed.

a. Type or Print Name and Title of Authorized Certifying Official	c. Telephone (Area code, number and extension)
	d. Email address
b. Signature of Authorized Certifying Official	e. Date Report Submitted (Month, Day, Year)

OMB Number: 4040-0007
Expiration Date: 02/28/2022

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:

* Last Name: Suffix:

* Title:

* SIGNATURE: * DATE:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

1. * Type of Federal Action:

- ☐ a. contract
- ☒ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. * Status of Federal Action:

- ☐ a. bid/offer/application
- ☒ b. initial award
- ☐ c. post-award

3. * Report Type:

- ☒ a. initial filing
- ☐ b. material change

4. Name and Address of Reporting Entity:

☐ Prime ☒ SubAwardee Tier if known:

** Name*

** Street 1* *Street 2*

** City* *State* *Zip*

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

** Name*

** Street 1* *Street 2*

** City* *State* *Zip*

Congressional District, if known:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

b. Individual Performing Services (including address if different from No. 10a)

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** *Prefix* ** First Name* *Middle Name*

** Last Name* *Suffix*

Title: **Telephone No.:** **Date:**

Federal Use Only:

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Standard Form - LLL (Rev. 7-97)

Federal Agency Form Instructions

Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	1.2
OMB Number	4040-0013
OMB Expiration Date	02/28/2022

Form Field Instructions

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.

Field Number	Field Name	Required or Optional	Information
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required

Field Number	Field Name	Required or Optional	Information
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subaward, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subaward, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required

Field Number	Field Name	Required or Optional	Information
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department/Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.

Field Number	Field Name	Required or Optional	Information
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.

Field Number	Field Name	Required or Optional	Information
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.
11.	Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	N/A	N/A
	Signature:	Required	Completed by Grants.gov upon submission.
	Name:	Required	Provide the information for the Name of the Certifying Official.

Field Number	Field Name	Required or Optional	Information
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Certifying Official.
	First Name	Required	Enter the first name of Certifying Official. This field is required.
	Middle Name	Optional	Enter the middle name of the Certifying Official.
	Last Name	Required	Enter the last name of the Certifying Official. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Certifying Official.
	Title:	Optional	Enter the title of the Certifying Official.
	Telephone No.:	Optional	Enter the telephone number of the certifying official.
	Date:	Required	Completed by Grants.gov upon submission.

Attachment F

Federal Contract Provisions

In addition to other required provisions, the Performing Agency agrees to following provisions (as applicable):

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the

wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Commissioners Court - Regular Session **36.**

Meeting Date: 03/08/2022

Butterfly Quote Acceptance

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the quote and purchase agreement from Butterfly Network for the purchase of Butterfly iQ+ ultrasound devices for use by Williamson County EMS.

Background

Will provide Williamson County EMS the ability to provide ultrasound imaging for patients. Funding was approved in FY22 budget. Documents have been reviewed by Williamson County legal, audit, and purchasing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Original Agreement

2022 Quote

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/01/2022 03:27 PM
County Judge Exec Asst.	Becky Pruitt	03/02/2022 09:59 AM
Form Started By: Michael Knipstein		Started On: 03/01/2022 01:04 PM
Final Approval Date: 03/02/2022		

MASTER TERMS AND CONDITIONS

This Master Terms and Conditions ("Agreement") is made as of July 1, 2020, ~~XXX~~(the "Effective Date"), by and between Butterfly Network, Inc., a Delaware C Corporation, and [**INSERT CLIENT NAME, LOCATION AND INCORPORATED LOCATION**] ("Client") (each a "Party" and collectively "Parties"). Williamson County

WHEREAS, Butterfly is a company that provides portable ultrasound imaging probes and a hosted software service for viewing, using and storing the ultrasound images and imaging studies for various medical diagnostic purposes, research and education; and

WHEREAS, Client is a physician or other licensed health care provider, medical practice, medical school or other authorized user; and

WHEREAS, Butterfly desires to sell ultrasound imaging probes and provide the associated services to Client and Client desires to purchase such ultrasound imaging probes and receive the associated services from Butterfly.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Scope of Services

1.1 Subscription Services. Subject to the terms of this Agreement and payment of the amounts set forth in the Budgetary Quotation (as defined herein), Butterfly will provide Client with access to a specified number of End Users, (as defined herein), to use the Butterfly Subscription Service. The Subscription Service shall mean the hosted, on demand Web-based provision of applications, application programming interfaces, and platform services provided by Butterfly, which is accessed from Client owned and/or controlled computer systems via the Internet, ("Butterfly Cloud") and the associated mobile application, which is installed on Client or end user owned and/or controlled mobile devices ("Butterfly iQ App"). The Documentation means documentation describing the design, features, use of and functionality of the Subscription Service and Devices (defined below), including any other documentation provided by Butterfly to Client in connection with the Services. The Subscription Service together with Subscription Support Services and any Professional Services (defined below), are collectively, the "Services." Only a Client that is fully paid up and its designated employees and agents ("End Users") may access and use the Subscription Service. Client is permitted to terminate and re-designate individual employees and agents as authorized End Users, provided that the total number of End Users does not exceed the number specified in the Budgetary Quotation. Client and End Users are expressly prohibited from authorizing the sharing of login credentials, sharing login credentials with unauthorized individuals, or otherwise making the Subscription Service available to more than the number of End Users specified in the Budgetary Quotation. All use of the Subscription Service by End Users is subject to the restrictions set forth in Exhibit A (End User Agreement). Client shall be responsible for ensuring that End Users execute such End User Agreement prior to such End User receiving access to the Subscription Service and any Devices.

1.2 Devices. Devices means the portable ultrasound imaging probes, which are used by Client and End Users to conduct ultrasound imaging, as more fully described in Exhibit B (Device Description), and which are connected to Client's or an End User's smartphone in order to enable the use of the Subscription Service, which includes the ability to immediately view the ultrasound image and any other Client Data (as defined below) and upload such Client Data for viewing, use and storage. Only Client and its designated employees and agents ("End Users") may access and use the Devices. The following are additional terms that apply to Devices:

1.2.1. Unless otherwise indicated in Exhibit B (Device Description), shipping terms are FOB shipping point.

1.2.2. Title and risk of loss to Devices passes to Client upon delivery to Client based on shipping point.

1.2.3. When feasible, Butterfly reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delivery dates are approximate.

1.2.4. Client shall not have any right to return Devices for a refund after delivery except for Devices shipped in error that are different from the Devices listed on Exhibit B (Device Description) or as otherwise specified in the Budgetary Quotation.

1.3 Subscription Support Services. Butterfly will provide to Client reasonable technical support, maintenance, and generally available updates. Client shall not contract with or otherwise allow a third party to provide assistance or support for the Subscription Services or Devices without the prior written consent of Butterfly.

1.4 Professional Services. From time to time, Client may engage Butterfly to provide certain professional services ("Professional Services"), such as for training, implementation or customization of the Subscription Service. Fees for Professional Services will be based on Butterfly's then applicable Professional Services rates. Each such engagement of Professional Services will be described in a Statement of Work that must be accepted in writing by an authorized representative of each Party. In the event of a conflict between the terms provided in this Agreement and the terms of any Statement of Work, the terms of this Agreement will prevail, except that the terms of the Statement of Work shall prevail over conflicting terms of this Agreement (but only with respect to such applicable Statement of Work) where the Statement of Work explicitly identifies such conflicting terms and confirms the intent of the Parties to supersede or modify the conflicting term of this Agreement.

1.5 Changes to Subscription Service. Butterfly may modify or delete any features of the Subscription Service in any manner that: (a) does not have an adverse impact on the Subscription Service or (b) may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands. Butterfly shall notify Client as promptly as practicable in advance of such changes to the Subscription Service under clause (b) that have an adverse impact on the Subscription Service.

2. Fees and Payment

2.1 Fees. Client shall pay the amounts set forth in the Budgetary Quotation executed between the Parties and incorporated herein by reference, (the "Budgetary Quotation") for the Devices and Subscription Service. No third party pass-through fees, direct fees, or any other transaction costs, are included; Client is solely responsible for payment of any such fees and costs. In the event of a conflict between the Budgetary Quotation and the terms of this Agreement, the Budgetary Quotation shall govern.

2.2 Invoices. All invoices will be issued with the frequency and terms as specified in the Budgetary Quotation. All payments shall be made in U.S. Dollars by bank wire or other form of transfer. Overdue amounts will be subject to a late payment charge at the lesser of one and one half percent (1.5%) per month or the highest rate permissible under applicable Law (as defined herein) for the actual number of days elapsed from the date due. Any payment not received from Client by the due date may result in suspension of Client's ability to access the Services until payment is made. Client shall pay any applicable state, federal, or other sales and use taxes that may be associated with the purchase of the Devices and Services under this Agreement, and Butterfly may collect all applicable sales taxes. If Client claims tax-

exempt status, Client will provide Butterfly with documentation of such status. If applicable, all reasonable and customary travel related expenses, such as airfare, hotel, transportation, and meals will be billed to Client for any on-site work performed under this Agreement. If travel expenses are incurred, Butterfly will make reasonable efforts to keep travel costs to a minimum.

2.3 Disputes. If Client has a good faith dispute regarding payment for a particular Device or Service, such dispute shall not entitle Client to withhold payment for any other Device or portion of Service. Client grants Butterfly a purchase money security interest in all Devices listed in Exhibit B (Device Description) until full payment is received, and Client agrees to perform all acts and execute all documents as may be necessary to perfect Butterfly's security interest.

2.4 Discount Disclosure. The dollar value of the discounts or other reductions in price pursuant to this Agreement, if any, and any other items and services not paid for by Customer and received by Customer under this Agreement are "discounts and other reductions in price" under Section 1128B(b)(3)(A) of the Social Security Act (42 U.S.C.§ 1320-a-7b(b)(3)(A)), as amended. It is the intent of the parties to comply with the Anti-kickback Law Discount Safe Harbor (42 C.F.R.§ 1001.952(h) as amended). The Discount Safe Harbor requires that certain discounts be reported and or passed on to Federal and State health care programs, such as Medicare and Medicaid. Customer understands and agrees it must properly disclose the discounts or reductions in price, and reflect such discounts or reductions in price in the costs claimed or charges made, under any Federal or State health care program which provides cost or charge-based reimbursement to Customer for the items and services covered by this Agreement. Customer shall be solely responsible for determining whether the savings or discounts it receives must be reported or passed on to payors.

3. Data Privacy

3.1 Obligations. Client acknowledges and agrees that Butterfly does not require any specific data from Client or End User, that Client and End User controls the content of any Client Data (as defined below) that is inputted, transmitted, uploaded, transferred, submitted, disclosed, processed, collected, stored, replicated or in any other way accessed or used through the use of the Subscription Service, and that Butterfly has no obligation to monitor the content of any Client Data. Client shall be responsible for procuring any necessary consents and making any notifications under applicable Law with respect to the provision of the Client Data to Butterfly through the Subscription Service and the processing of such Client Data by Butterfly through the Subscription Services. Upon request of Butterfly, Client will provide Butterfly with documentation to support such consent.

3.2 Compliance with Law. Butterfly acknowledges that in the performance of the Subscription Service, Butterfly may have access to Client Data. Butterfly shall only use and disclose Client Data in accordance with applicable Law, including without limitation HIPAA as amended by the HITECH Act, and the terms of the Business Associate Agreement ("BAA") attached hereto as Exhibit C (Business Associate Agreement). Law means: (a) any national, state, local or other law or statute in any applicable jurisdiction; (b) any rule or regulation issued by a relevant regulatory agency; and (c) any written or authoritative interpretation by such relevant regulatory agency of any such law, statute, rule or regulation.

4. Ownership

4.1 Butterfly Property. Butterfly owns all right, title and interest in and to: (a) the Subscription Service and the technology, software, hardware, products, processes, algorithms, user interfaces, documentation, user manuals and know-how related to the Subscription Service; (b) any data and content generated through the use or execution of the Subscription Service to the extent such data or content does not include Protected Health Information ("PHI") as that term is defined in HIPAA; (c) any and all Butterfly Confidential Information (see Section 12); (d) Anonymized Data (as defined below); (e) the Devices,

subject to Section 4.3 (Client Property), and the technology, software, hardware, products, processes, algorithms, user interfaces, documentation, user manuals and know-how related to the Devices; and (f) and any and all Intellectual Property Rights embodied in (a)-(e) (collectively the "Butterfly Property"). Intellectual Property Rights means patents, inventions, utility models, trademarks, service marks, trade and service names, copyrights, database rights and design rights (whether or not any of them are registered, and including applications for registration of any of them), rights in know-how, moral rights, trade secrets and rights of confidence and all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may exist anywhere in the world. Butterfly shall own any and all developments, inventions and work product created under any Professional Services, including but not limited to training materials, implementation guides and customizations of the Subscription Service. Butterfly shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services and Devices any suggestions, enhancement requests, recommendations or other feedback provided by Client and End Users relating to the Services and Devices. All rights not expressly granted to Client herein are expressly reserved by Butterfly.

4.2 Client Data. As between the Parties, the data, images, imaging studies and content that Client or an End User inputs, transmits, uploads, transfers, submits, discloses or otherwise provides to the Subscription Service will remain exclusive property of Client (collectively, the "Client Data"). Notwithstanding anything in this Agreement or in any Business Associate Agreement between the Parties to the contrary, and notwithstanding any termination or expiration of this Agreement, Client Data will not include Anonymized Data, which is defined as Client Data that has been fully and permanently de-identified in accordance with HIPAA.

4.3 Client Property. Following receipt of the Devices and payment of the Device fees and implementation fees, as applicable and as set forth in the Budgetary Quotation, Client owns all right, title and interest in and to the Devices. Subject to the aforementioned sentence, Client Data and Devices are, collectively, "Client Property."

5. **System Monitoring**. Butterfly expressly reserves the right to monitor any and all use of the Subscription Services, including certain performance characteristics of the Device. Butterfly may gather system data for the purpose of optimizing the Subscription Services. This information includes, but is not limited to, data regarding memory usage, connection speed and efficiency, as well as temperature, battery and other Device characteristics. Butterfly shall have no obligation to monitor the Client Data, but reserves the right to monitor the Subscription Services for purposes of verifying compliance with the terms of this Agreement.

6. **Client Responsibilities**

6.1 Medical Diagnosis and Treatment. Client acknowledges and agrees that all clinical and medical treatment and diagnostic decisions are the responsibility of Client and its professional healthcare providers.

6.2 Use for Clinical Diagnostic Purposes. Client acknowledges and agrees that it and its End Users will use the Devices and Services consistent with the Device labeling, the Butterfly Terms of Use and only for clinical diagnostic purposes in the diagnosis or treatment of a disease or condition, for teaching, research or other authorized purposes and not for any entertainment or amusement purposes.

6.3 Maintenance. Client is responsible for maintaining the Device in accordance with all written instructions and labeling, including cleaning and disinfecting the Device.

6.4 Client Equipment. Client is responsible for obtaining and properly maintaining any Client Equipment, defined as: (a) Client's computer hardware, software and network infrastructure used to access

the Subscription Service; (b) the smartphones used to connect to the Device; (c) other data storage and viewing platforms and networks including but not limited to Client's internal systems (e.g., EMR and DICOM) for viewing and accessing ultrasound images and imaging studies; and (d) any ancillary services needed to connect to, access or otherwise use the Devices and Subscription Service. Client shall be responsible, and under no circumstances will Butterfly or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Client Equipment, including any delays, inaccuracies, errors, malfunctions, security failures or other incident attributable to Client Equipment.

6.5 Restrictions on Use. Client shall not, and shall not allow or assist any End User or other entity to: (a) use the Device in a manner inconsistent with its labeling; (b) rent, lease, sublicense, assign, distribute, transfer, copy, reproduce, download, display, modify or timeshare or otherwise make the Butterfly Property or any portion thereof available to any third party other than End Users as contemplated by this Agreement; (c) use the Devices or Services to send or store infringing or unlawful material or material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) modify, copy or create derivative works based on the Butterfly Property, provided that Client may print, annotate or export, Client Data contained in certain reporting/reviewing/viewing functions but only to the extent expressly permitted in the Documentation and only for purposes of providing medical care to the individual patient associated with such Client Data; (e) translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover any source code or underlying ideas of any Butterfly Property, or modify any Butterfly Property, except to the extent (but only to such extent) that applicable Law prohibits such restrictions; (f) access or use the Butterfly Property to develop or create competing products or services or copy any features or user interface of the Butterfly Property or otherwise use such Butterfly Property as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution; (g) attempt to repair the Butterfly Property; (h) disable any security devices or codes on the Butterfly Property; (i) alter, remove, or obscure any proprietary rights notices on the Butterfly Property or related Documentation; (j) create Internet "links" to or from the Subscription Service, or "frame" or "mirror" any content forming part of the Subscription Service except that Client may create links for sharing images and imaging studies consistent with the Documentation; and (k) use the Subscription Service, for purposes of benchmarking or other comparative analysis intended for publication without Butterfly's prior written consent.

6.6 Liability for Content. Client shall be responsible for, and under no circumstances will Butterfly or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Client Data, including any mistakes or inaccuracies contained in the Client Data, the use (or misuse or misappropriation) or subject matter of the Client Data, or Client Data while it resides in or is stored on Client Equipment. Client is solely responsible for uploading Client Data for storage in accordance with the Documentation and for any loss of Client Data resulting from Client's failure to so upload as further described in Section 6.9.

6.7 Security of Account. Client agrees to maintain all security regarding its and its End Users' account ID, password, and connectivity, including its computer networks. If Client's or its End Users' account ID or password are stolen, or otherwise compromised, Client is obligated to immediately change the password and inform Butterfly of the compromise. Client shall be responsible, and under no circumstances will Butterfly or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any compromise of Client's and its End Users' access credentials, Client Equipment and/or computer networks.

6.8 Location of Use. Client agrees and acknowledges that all use of the Subscription Service and Devices by it and its End Users will occur in the United States.

6.9 Client Data Not Uploaded to Subscription Service. Client agrees and acknowledges that the Client must be logged into the Subscription Service in order to use the Device. All Client Data generated

through use of the Device may be transferred to the Subscription Service or Client's internal system/network for storage and subsequent use, provided that if Client or End User logs out of the Subscription Service without selecting an option to upload such Client Data for storage and subsequent use purposes, the Client Data will be deleted and will be unrecoverable through use of the Subscription Service.

6.10 Security Requirements. Client agrees and acknowledges that it will: (a) establish and maintain industry standard information, physical and administrative security protocols, including virus protection, for all Client Equipment; (b) establish and maintain backup and disaster recovery plans for any Client Data not uploaded to the Subscription Service; and (c) prevent unauthorized access to the Subscription Service and Devices and interception of transmission of Client Data from the Device to the smartphone.

7. **Hosted Security**. Butterfly maintains, and will continue to maintain throughout the Term of this Agreement, security measures to protect Client Data and prevent unauthorized access in accordance with applicable Law.

8. **Audit**. During the Term of this Agreement and for a period of one (1) year thereafter, Butterfly shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless good cause exists) to conduct or have a third party auditor conduct an inspection of the compliance by Client (including any other persons or entities that are permitted to use or access the Services and Devices) of this Agreement. Client will, and shall cause its Affiliates, employees, subcontractors, agents, representatives and consultants, to cooperate in good faith with such audit activities. In the event that any such audit reveals an underpayment by the Client hereunder, and such underpayment is confirmed, Client shall promptly reimburse Butterfly for the amount of such underpayment. In the event an audit uncovers a breach of this Agreement, Client agrees to pay Butterfly the costs of such audit within ten (10) days of receipt of notice of the results of such audit and the costs therefor.

9. **Representations and Warranties; Disclaimer of Warranties**

9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party as of the Effective Date that: (a) it has the full right, power and authority to enter into this Agreement, to perform its obligations hereunder and (b) this Agreement has been duly executed by it and is legally binding upon it, enforceable in accordance with its terms, and does not conflict with any agreement, instrument or understanding, oral or written, to which it is a Party or by which it may be bound, nor violate any material Law having jurisdiction over it.

9.2 Butterfly Representations and Warranties.

9.2.1. Butterfly warrants that the Subscription Service, when properly used for the purpose and in the manner specifically authorized by this Agreement and in accordance with the Documentation, will perform materially in accordance with the Documentation. The foregoing warranty shall be effective for so long as Client is a subscriber in good standing to the Subscription Service. The warranty in this Section 9.2.1 shall not apply to the Subscription Service to the extent that the Subscription Service has been modified by any party, other than Butterfly. Butterfly shall have no obligation to Client under the warranty, or otherwise, if: (a) the failure of the Subscription Service to meet the warranty or conform materially to the Documentation can be attributable to Client Equipment, third party software or hardware or Client Data or (b) the failure of the Subscription Service to meet the warranty or conform substantially to the Documentation can be attributable to causes that are not the responsibility of Butterfly.

9.2.2. Butterfly represents and warrants that any Professional Services will be performed by trained individuals in a professional and workperson-like manner.

9.2.3. Unless otherwise specified in the Budgetary Quotation, Butterfly warrants that for twelve (12) months from acceptance of the Device that: (a) the Device will be free from defects in title, material and workmanship under normal use and service and (b) the Device will perform substantially in accordance with the Documentation. Butterfly shall not have any obligation to Client hereunder if the warranty claim results from or arises out of: (i) the use of the Device in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by Butterfly or recommended in writing by Butterfly or using or combining the Device with any item or data that does not properly and unambiguously exchange data with the Device in accordance with the Documentation; (ii) the use of the Device in a manner or environment, or for any purpose, for which Butterfly did not design or license it, or in violation of Butterfly's recommendations or instructions on use; (iii) any alteration, modification or enhancement of the Device by Client or any third party not authorized or approved in writing by Butterfly; (iv) any defect or deficiency (including failure to conform to Documentation) that results, in whole or in part, from any improper storage or handling, failure to maintain the Device in the manner described in the Documentation, inadequate back-up or virus protection or any cause external to the Device or beyond Butterfly's reasonable control, including, but not limited to, power failure and failure to keep the Device clean and free of dust, sand and other particles or debris; or (v) any use or maintenance, or any extraordinary use, repair or service of the Device, by anyone other than Butterfly or its authorized representatives. In addition, this warranty does not cover the Device to the extent it is used in any country other than the country to which Butterfly ships the Device.

9.2.4. Client will promptly notify Butterfly of any Device defect subject to the warranty in 9.2.3 above and return the Device as set forth herein at Butterfly's expense. Client will follow the cleaning and disinfection procedures set forth in the Documentation and any other instructions from Butterfly regarding Device return, and will package the Device in order to protect it from damage during return shipping. Upon receipt, Butterfly will promptly evaluate the Device. If Butterfly confirms that the Device is defective and subject the warranty in 9.2.3, Butterfly will promptly replace the defective Device with either a new or refurbished Device. If Butterfly determines that the damage resulted from any of the causes set forth in 9.2.3 (i) – (v), Butterfly will so notify Client and Client will have the option of purchasing a replacement Device.

9.3 Exclusive Remedy. Butterfly's sole obligation and Client's sole remedy for breaches of the warranty in Section 9.2.1 and 9.2.3 is for Butterfly to use commercially reasonable efforts to provide services to correct the failure of the Subscription Service or Devices to operate in accordance with the Documentation. **THE FOREGOING REMEDY IS EXCLUSIVE, IS SUBJECT TO THE LIMITATIONS SET FORTH HEREIN AND SHALL BE CLIENT'S SOLE REMEDY WITH RESPECT TO ANY CLAIM OF BREACH OF WARRANTY ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

9.4 Client Representations and Warranties. Client represents and warrants that it will, and will ensure that its End Users, use the Services and Devices only in accordance with all applicable Laws (including but not limited to HIPAA).

9.5 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, BUTTERFLY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR

STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR NON-INFRINGEMENT. BUTTERFLY DOES NOT WARRANT, REPRESENT, OR GUARANTEE THAT THE SERVICES SHALL BE UNINTERRUPTED, ERROR-FREE, OR THAT THE SERVICES OR DEVICES WILL PROVIDE ANY SPECIFIC RESULTS FOR CLIENT, OR PROVIDE ANY RESULTS AT ALL. FURTHER, CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT THE SERVICES MAY BE CONTINGENT ON THIRD PARTY PERFORMANCE AND BUTTERFLY CANNOT GUARANTEE AND IS NOT LIABLE FOR THE SAME. THE SERVICES AND DEVICES, AND DELIVERABLES, IF APPLICABLE, PROVIDED HEREUNDER ARE NOT INTENDED TO SUBSTITUTE FOR, OR TO REPLACE THE SKILL, KNOWLEDGE, AND EXPERIENCE OF CLIENT, END USER OR OTHER LICENSED PHYSICIANS OR OTHER CARE PROVIDERS. BUTTERFLY ASSUMES NO RESPONSIBILITY FOR PATIENT CARE AND IS NOT PROVIDING THE DEVICES OR ANY SERVICE HEREUNDER TO THE CLIENT AS A SUBSTITUTE OR REPLACEMENT FOR THE MEDICAL JUDGMENT OF THE CLIENT'S PHYSICIANS, END USERS OR OTHER CARE PROVIDERS. BUTTERFLY HAS NO, AND DISCLAIMS ANY RESPONSIBILITY WHATSOEVER FOR, AND CLIENT RELEASES BUTTERFLY FROM, ANY CLAIMS ARISING FROM OR RELATED TO THE CONDUCT OF THE CLIENT'S BUSINESS OR FOR ACTS OR OMISSIONS OF CLIENT AND END USERS IN THE PROVISION OF PATIENT CARE, AND THAT ANY RELIANCE UPON THE BUTTERFLY PROPERTY OR SERVICES HEREUNDER SHALL NOT DIMINISH THE CLIENT'S RESPONSIBILITY FOR PATIENT CARE. Further, Butterfly does not and cannot control the performance of Internet or cellular services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Client's connections to the Internet or cellular service (or portions thereof). Although Butterfly will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Butterfly cannot guarantee that such events will not occur. BUTTERFLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES WHICH ARE NOT BUTTERFLY'S SUBCONTRACTORS.

9.6 Warranties to Client Only. The warranties stated in this Section are made only to Client and Butterfly shall have no liability to any third party, including any End User, with respect to the Services or Devices as a result of the warranties contained herein.

10. Limitation of Liability

10.1 Liability Limitation. IN NO EVENT SHALL EITHER PARTY OR BUTTERFLY'S THIRD PARTY SUPPLIERS HAVE LIABILITY ARISING OUT OF OR PERTAINING TO THIS AGREEMENT TO THE OTHER PARTY OR ANY OTHER THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND BASED ON ANY CLAIM OR LEGAL THEORY, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, LOST OPPORTUNITY, LOST SAVINGS, LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR COST OF SUBSTITUTE SERVICES OR TECHNOLOGY, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. ADDITIONALLY, EXCEPT FOR CLAIMS ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 11, NEITHER PARTY'S NOR BUTTERFLY'S SUPPLIERS' OR LICENSORS' AGGREGATE LIABILITY TO THE OTHER PARTY AND ANY AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND END USERS FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE ARISING FROM THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION AND BREACH OF WARRANTY) SHALL EXCEED THE FEES

CLIENT PAID IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. CLIENT HEREBY RELEASES BUTTERFLY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY.

10.2 Transmission of Data. Butterfly is not responsible for loss or alteration of Client Data in transmission (including in transmission from the Device to the smartphone and from the smartphone to the Subscription Service or Client's internal system/network), due to improper transmission by Client or an End User, or failure by Client, an End User or any third party to act on any communication transmission to or by Client or an End User through the Subscription Service or through use of a Device. Butterfly is not responsible for any Client Data generated through use of the Device but not uploaded to the Subscription Service.

11. Indemnity

11.1 Butterfly's Indemnification Obligations. Butterfly shall defend, indemnify, and hold harmless Client and its Affiliates, and their respective directors, officers, and employees against any and all actions, claims or assertions brought against them by a third party ("Claims"), that the Subscription Service or Devices, when used within the scope of and in accordance with this Agreement and the Documentation, infringes a United States patent or copyright and will pay resulting costs, damages, and attorney fees finally awarded. In the event that the Subscription Service and/or Device in the opinion of Butterfly, is likely to or does become the subject of a claim of infringement, Butterfly shall have the right at its sole option and expense to: (a) modify the Subscription Service and/or Device to be non-infringing provided that such modification does not fundamentally change the functionality of the Subscription Service and/or Device; (b) obtain for Client a license to continue using the Subscription Service and/or Device at no additional charge to Client; or (c) if neither (a) nor (b) are reasonably practicable, terminate the Agreement and refund to Client the pro rata portion of fees paid to Butterfly for such portion of the Subscription Service and/or Device thereof that cannot be utilized due to such infringement.

11.2 Butterfly shall have no liability under this Section 11 for any such claim based upon: (a) any component of software provided by Client or any third party; (b) any modification by a party other than Butterfly, unless such modification was at the direction of Butterfly; (c) the combination, operation or use of the Subscription Service and/or Device with a software program(s) or data not part of Subscription Service and/or Device if the claim would have been avoided had such combination, operation or use not occurred; (d) the Subscription Service and/or Device being used in a manner not authorized by this Agreement; and (e) continued use of the Subscription Service and/or Device from the date of written notice wherein Butterfly informs Client that such continued use may lead to a claim. This Section 11.1 sets forth Butterfly's sole and exclusive obligation and liability, and Client's sole and exclusive remedy, for any infringement or misappropriation of intellectual property rights of any kind.

11.3 Client's Indemnification Obligations. Client shall indemnify and defend Butterfly and its Affiliates, licensors, and suppliers, and their respective directors, officers, shareholders, employees, contractors and agents from and against any and all Claims and all liabilities, awards, damages, settlements, fees, penalties, costs and expenses (including reasonable attorney's fees) owing to third parties (including for avoidance of doubt, government and regulatory agencies) in connection therewith (collectively, "Losses"), arising from: (a) any gross negligence or willful misconduct by Client; (b) any failure by Client to procure appropriate consents or authorizations, including from patients; (c) any failure to comply with the End User Agreement attached hereto; (d) breach of Section 6 (Client Responsibilities); (e) Client's and its End Users' use or misuse of the Services and/or Devices; (f) Client Data (whether properly or improperly obtained and/or transmitted); (g) Client Equipment, including, without limitation, any failure or malfunction caused by the smartphone connected to the Device; (h) Client's and/or its End Users' failure

to comply with any applicable Law to which it may be subject in the use of the Services; (i) the consequences of Client's or End Users' utilization of the Services and/or Devices in respect of any third party; and (j) any allegation that the Client Property infringes the Intellectual Property Rights of a third party.

11.4 Indemnification Procedure. The Party having the benefit of the indemnification obligation under this Section 11 (the "Indemnitee") shall: (a) give the Party having the indemnification obligation (the "Indemnitor") prompt notice of any claim; (b) allow the Indemnitor to have sole control over the defense and settlement of the claim, provided, however, that the Indemnitee shall have the option, at its sole discretion, to participate in the defense of any such claim using attorneys selected by it, the costs and expenses of which shall be the responsibility of Indemnitee; and (c) provide all assistance reasonably requested by Indemnitor, at Indemnitor's expense, in the defense and settlement of the claim. The Indemnitor will not consent to the entry of any judgment or enter into any settlement with respect to a Claim without the Indemnitee's prior written consent (not to be unreasonably withheld or delayed) unless: (i) the judgment or proposed settlement involves only the payment of monetary damages by the Indemnitor, and does not impose injunctive or other equitable relief upon or otherwise adversely affect the Indemnitee; (ii) there are no additional Claims pending against the Indemnitee, and no adverse impact on existing Claims, as a result of the judgment or proposed settlement; and (iii) the Indemnitee will have no liability with respect to such judgment or proposed settlement and will not otherwise be materially and adversely affected by the terms of such settlement.

12. **Confidentiality**. "Confidential Information" means any confidential and proprietary information related to a Party's business belonging to one Party ("Discloser"), and disclosed to the other Party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including information concerning research, development, design details and specifications (including beta versions of functionality), financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans, internal business processes, product designs, the terms and conditions of this Agreement (including pricing and other terms reflected in Exhibits hereto or other order forms), and any additional information that any End User or other third party has disclosed to Discloser in confidence and that Discloser is permitted to disclose to Recipient under the terms and conditions of this Agreement. Any information related to the Services, Devices or other Butterfly Property shall be deemed to be the Confidential Information of Butterfly, and any Client Data shall be deemed to be the Confidential Information of Client. Recipient shall only use Confidential Information of the Discloser for the purposes of this Agreement and shall keep such information in strict confidence. Recipient shall restrict disclosure of Confidential Information solely to its employees, attorneys, accountants, contractors and other representatives with a need to know, not disclose it to any third parties, except End Users as permitted hereunder, and use no less than reasonable care in its obligations. Except as expressly set forth elsewhere in this Agreement, all Confidential Information shall remain the property of the respective Discloser. Information will not be deemed "Confidential Information" if such information: (a) is generally available to the public (other than through breach of this Agreement); (b) is received form a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient. Notwithstanding the above, the Recipient will not be in violation of this Section 12 with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the Discloser with prompt written notice of such disclosure where reasonably possible in order to permit the Discloser to seek confidential treatment of such information.

13. **Governing Law.** This Agreement shall be governed by the laws of the state of New York, without giving effect to any conflict of law principles. The Parties hereby waive any objection to the exclusive jurisdiction and venue of the state and federal courts in New York City, New York.

14. Term and Termination

14.1 Term. The Agreement shall commence on the Effective Date and shall continue in effect for the term specified in the Budgetary Quotation (the "Initial Term"). Following the Initial Term, the Agreement will automatically renew for subsequent terms of the same length as the Initial Term, and in any event, at least twelve (12) months, (each, a "Renewal Term"). Either Party may terminate this Agreement by giving written notice of non-renewal within sixty (60) days prior to the end of the Initial Term or Renewal Term as applicable.

14.2 Termination for Breach. This Agreement may be terminated by either Party for material breach if such breach has not been cured by the other Party within thirty (30) days' receipt of written notice of such breach by such other Party. If the Agreement is terminated by Butterfly as a result of a material breach by Client, Client shall remain liable for the payment for the entire Subscription Service Fee, as applicable, for the then current Term, as the case may be, and any unpaid amounts still due and owing for Devices.

14.3 Suspension. Butterfly may suspend the provision of the Subscription Service to Client under this Agreement effective immediately upon notice if: (a) Client fails to pay any portion of the fees due under the Budgetary Quotation within thirty (30) days after receiving written notice from Butterfly that payment is past due; (b) if Client or an End User breaches Section 6 (Client Responsibilities); or (c) if Client's or an End User's use of the Subscription Service: (i) poses a security risk to the Services or any other third party or (ii) may adversely impact Butterfly's systems, networks, any Butterfly Property or the data of any other Butterfly client. During any such suspension, or in the event that the Subscription Service is unavailable for any reason, Client is solely responsible for continuity of patient care, including, identifying alternate means of accessing diagnostic images, imaging studies and Patient Data.

14.4 Effects of Termination. All subscriptions extend for a mandatory minimum period of one (1) year. Users choosing to discontinue after this first year will maintain the ability to scan with the Butterfly iQ and access their existing studies in the cloud but will no longer be able to archive new studies. Upon expiration or termination of this Agreement under this Section 14, Butterfly shall immediately terminate Client and any End Users' ability to archive new studies. In accordance with the Business Associate Agreement executed between the parties, upon client's request, Butterfly will return or destroy using a non-recoverable method, Client Data, excluding Anonymized Data. Butterfly will be permitted to retain Client's Confidential Information if such retention is strictly necessary to meet Butterfly's legal compliance obligations, is done pursuant to Butterfly's records management program, and is limited to the minimum Client Confidential Information and minimum retention period needed to meet these obligations. Client shall immediately pay to Butterfly all amounts due and payable prior to the date of such expiration or termination and, except in the event of termination by Client due to breach by Butterfly, all unpaid Subscription Fees that would become due under the then-current Subscription period if such termination did not occur.

14.5 Survival. Sections 2 (Fees and Payment), 3 (Data Privacy), 4 (Ownership), 6.6 (Liability for Content), 6.7 (Security of Account), 8 (Audit), 9.3 (Exclusive Remedy), 9.5 (Disclaimer of Warranties), 9.6 (Warranties to Client Only), 10 (Limitation of Liability), 11 (Indemnity), 12 (Confidentiality), 13 (Governing Law), 14 (Term and Termination), 15.4 (Entire Agreement), 15.5 (Notices), 15.8 (Severability), 15.9 (Waiver; Modification), and 15.10 (Counterparts).

15. General

15.1 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, franchise, or an agency relationship between the Parties.

15.2 Insurance. The Parties, at their own expense, shall procure and maintain policies of insurance required by Law and at such levels as are appropriate and customary for each industry, and the scope of activities and operations and a Party's obligations hereunder. Upon reasonable request, each Party shall furnish to the other a Certificate of Insurance evidencing such coverage.

15.3 Assignment. This Agreement may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld; provided however, Butterfly may freely assign this Agreement without the consent of the other Party, in whole or in part, in connection with a merger, consolidation, reorganization or transfer of all or substantially all of Butterfly's assets or stock to a successor. Any attempted assignment in violation of this Section 15.3 shall be void. This Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

15.4 Entire Agreement. This Agreement as executed by the Parties constitutes the complete and exclusive agreement and understanding between the Parties and terminates and supersedes any prior agreement or understanding relating to the subject matter hereof between Butterfly and Client. None of the provisions of this Agreement can be waived or modified except in a writing signed by both Parties. There are no representations, discussions, proposals, promises, agreements, warranties, covenants or undertakings, whether oral or written, other than those contained herein.

15.5 Notices. Notices must be in writing; delivered: (a) personally; (b) by certified mail return receipt requested; (c) by facsimile transmission with a confirming copy sent the same day by first class mail; or (d) by a nationally recognized overnight courier service; and addressed to the addresses set forth above. Each notice shall be deemed given upon receipt of such notice by the other Party. All notices shall be sent to the Parties at the following addresses. **[INSERT BUTTERFLY ADDRESS] [INSERT CLIENT ADDRESS]**

Butterfly Network, Inc., 530 Old Whitfield Street
Guilford, CT 06437, Attn: Legal Dept.

15.6 Force Majeure. Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, internet or telecommunications failures, cyberattacks or any act or failure to act by the other Party, its employees, agents or contractors. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

15.7 Publicity. Butterfly may issue one (1) press release within thirty (30) days of the Effective Date of this Agreement announcing the existence of this Agreement and generally describing the terms hereof or as otherwise mutually agreed by the Parties. During the Term of this Agreement, Butterfly may use Client's name and logo on the Butterfly web site and in Butterfly's collateral marketing materials, provided that Client has approved in writing the form of any such use, such approval not to be unreasonably withheld.

15.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under Applicable Laws, the Parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each Party as closely as possible to that under the provision rendered unenforceable. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then: (a) such provision shall be excluded from this Agreement; (b) the balance of the Agreement shall be interpreted as if such provision were so excluded; and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

15.9 Waiver; Modification. If a Party waives any term or provision or the other Party's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the Party against

whom such waiver is asserted. No waiver by a Party of a breach of this Agreement by the other Party shall constitute a waiver of any other or subsequent breach by such other Party. This Agreement may be modified only if authorized representatives of both Parties consent in writing.

15.10 Counterparts. This Agreement may be executed in counterparts.

BUTTERFLY NETWORK, INC.

By: _____

Name: Alexander C. Magary

Title: VP, Legal & Asst. Corp. Secretary

Date: July 1, 2020

CLIENT NAME: Williamson County

By: _____

Name: Bill Gravell Jr.

Title: County Judge

Date: July 21, 2020

Exhibit A

End User License Agreement

The Butterfly Network, Inc. platform (Butterfly iQ) is a cloud-based ultrasound image acquisition and sharing platform for patient care, research, education or other authorized use. The examination and associated patient information that you will store, send, and/or receive through Butterfly iQ will be transferred and stored in accordance with HIPAA standards. By clicking the accept button, you acknowledge and agree to the following:

- You have the authority and the right to use the login credentials that you are using, and to access, use, transmit, and share the imaging examination and protected health information (PHI) of the associated patients.
- You will not share your login credentials or otherwise permit unauthorized individuals to access Butterfly iQ.
- You are a licensed physician in good standing or otherwise qualified to use Butterfly iQ.
- You have obtained any required consents, authorizations, or other permissions necessary to share the image and associated patient information and have otherwise taken steps to ensure that the transmission complies with applicable law.
- You are not purporting to be anyone other than yourself (or a person for whom you have legal authority to act).
- You are adhering to all international, national and/or state laws/regulations that govern the exam and associated PHI.
- You will only use Butterfly iQ in accordance with the Terms of Use and the Device labeling.
- You are sharing this imaging examination and associated PHI for purposes of research, education or continuity of care and not for any illegal or malicious purpose.
- Butterfly Network, Inc. is not the intended recipient of any imaging examination, rather, Butterfly Network, Inc., provides a platform for the storage and transfer of imaging examinations from one health care provider to another.
- Butterfly Network, Inc., is not a healthcare provider and is not responsible for the medical care or treatment of any patient.
- Butterfly Network, Inc., will not be responsible for the content, results, diagnoses (or lack thereof) in the data provided and/or transmitted and will not review, verify, or provide any opinion or consultation regarding same.
- You agree to hold Butterfly Network, Inc., harmless from any costs or damages arising from your use, misuse or reliance on this system, except to the extent that such costs or damages are caused by Butterfly Network, Inc.'s gross negligence or intentional misconduct.

Exhibit B

Device Description

Butterfly iQ is a general-purpose diagnostic ultrasound imaging system for use by a qualified and trained healthcare professional enabling diagnostic imaging and measurement of anatomical structures and fluid.

Butterfly iQ is indicated for use by qualified and trained healthcare professionals to enable diagnostic ultrasound imaging and measurement of anatomical structures and fluids of adult and pediatric patients for clinical applications, including the following:

- Peripheral Vessel (including carotid and arterial studies)
- Procedural Guidance
- Small Organs (including thyroid)
- Cardiac
- Abdominal
- Urology
- Fetal/Obstetric
- Gynecological
- Musculoskeletal (conventional)
- Musculoskeletal (superficial)

The product can be used in a variety of settings such as clinics, hospitals, and clinical point of care centers for M-mode, B-mode, and Color Doppler functions.

Exhibit C

HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") supplements and is made a part of the Master Terms and Conditions (the "Underlying Agreement") by and between Client, (referred to herein as "Covered Entity") and Butterfly Network, Inc., (referred to herein as "Business Associate") and is effective as of the effective date of the Underlying Agreement (the "Effective Date"). Covered Entity and Business Associate may each be referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, in connection with the Underlying Agreement, Covered Entity may disclose certain information to Business Associate constituting Protected Health Information ("PHI");

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Underlying Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Health Information Technology for Economic and Clinical Health Act (collectively, "HIPAA") and privacy and security regulations promulgated thereunder as amended from time to time (the "HIPAA Regulations") and other applicable laws; and

WHEREAS, the purpose of this Agreement is to set forth the requirements necessary to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions. Unless otherwise specified in this Agreement or the Underlying Agreement, all capitalized terms used herein shall have the meanings ascribed to them in the HIPAA Regulations.

B. Stated Purpose for which Business Associate May Use or Disclose PHI. The Parties hereby agree that except as otherwise limited in this Agreement, Business Associate shall be permitted to use or disclose PHI provided or made available from Covered Entity to perform any function, activity or service for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the HIPAA Regulations if done by Covered Entity.

C. Business Associate Obligations. Business Associate covenants and agrees that it shall:

(1) Not use or further disclose PHI other than as permitted or required under this Agreement or as required by applicable law or regulation.

(2) Implement the administrative, physical and technical safeguards set forth in 45 C.F.R § 164.302-318 and otherwise reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity and to use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted under this Agreement.

(3) Use appropriate safeguards to maintain the security of and prevent unauthorized access to Covered Entity's PHI. Such safeguards will include a written information security program.

(4) Require any of its agents or subcontractors, or other third parties with which Business Associate does business that are provided PHI or electronic PHI on behalf of Covered Entity, to agree, in writing, to adhere to substantially similar restrictions and conditions on the use and disclosure of PHI that apply to Business Associate under this Agreement.

(5) To the extent Business Associate maintains PHI in a Designated Record Set, make available to Covered Entity upon written request from Covered Entity, such information as is necessary to fulfill Covered Entity's obligations to provide PHI: (a) pursuant to an Individual's right to obtain a copy of his or her PHI under 45 C.F.R. § 164.524(a); or (b) that may be related to an Individual's right to amend his or her PHI under 45 C.F.R. § 164.526. Business associate will track disclosures of PHI as necessary to provide an accounting of disclosures pursuant to 45 C.F.R. § 164.528. In the event of a request by an individual directly to Business Associate for an accounting, Business Associate will inform Covered Entity and cooperate with Covered Entity so that Covered Entity may provide such an accounting in accordance with regulations and standards adopted by the Secretary of the U.S. Department of Health and Human Services (the "Secretary"). Business Associate shall also, as directed by Covered Entity, incorporate any amendments to PHI into copies of such PHI maintained by Business Associate.

(6) Make available to the Secretary all internal practices, books and records relating to the use and disclosure of PHI received from, or created by, Business Associate on behalf of Covered Entity, for purposes of determining Covered Entity's or Business Associate's compliance with the HIPAA Regulations. The Parties' respective rights and obligations under this Section C(6) shall survive termination of the Underlying Agreement.

(7) During the term of the Underlying Agreement, notify Covered Entity of any suspected or actual Breach of Unsecured PHI, Security Incident, or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Notice may be supplemented as facts become available and will include, to the extent known, the identification of each individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such Breach and other information necessary for Covered Entity to fulfill any Breach notification obligations. This Section C. (7) constitutes notice to Covered Entity of unsuccessful Security Incidents, such as port scans, firewall pings and failed login attempts provided that such unsuccessful Security Incidents do not result in the unauthorized use or disclosure of PHI. Notice to Covered Entity otherwise will be provided in accordance with the Notice provisions of the Underlying Agreement.

(8) Disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary, in Business Associate's judgment, to perform or fulfill a specific function required or permitted by this Agreement.

D. Permitted Uses and Disclosures. Business Associate agrees that it shall not use or disclose PHI in any manner, form, or in any means that is contrary to its obligations under the Underlying Agreement or this Agreement. Notwithstanding the foregoing, the Parties agree that, pursuant to federal law, Business Associate may:

(1) Use PHI in its possession for its proper management and administration and to fulfill any of its present or future legal responsibilities provided that such uses are permitted under state and federal confidentiality laws.

(2) Disclose PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any of its present or future legal responsibilities

provided that (i) the disclosures are required by law, as provided for in 45 C.F.R. § 164.501, or (ii) Business Associate has received from the third party written assurances that the PHI will be held confidentially, that the PHI will only be used or further disclosed as required by law or for the purpose for which it was disclosed to the third party, and that the third party will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, as required under 45 C.F.R. § 164.504(e)(4).

(3) Use PHI in its possession to provide data aggregation services relating to the health care operations of the Covered Entity.

(4) Use PHI in its possession to create de-identified data in accordance with the HIPAA Regulations. Business Associate may use such de-identified data for quality assurance, product improvement and other business purposes.

E. Termination. Notwithstanding any other provision under the Underlying Agreement and pursuant to federal law, Business Associate agrees that the Underlying Agreement may be terminated by Covered Entity should Covered Entity determine that Business Associate has violated a material term of this Agreement.

F. Return or Destruction of PHI. Upon termination, cancellation, or expiration of the Underlying Agreement, if feasible, and upon the request of Covered Entity, Business Associate shall return to Covered Entity or destroy in accordance with standards promulgated by the Secretary, any and all PHI received from, or created by, Business Associate on behalf of Covered Entity that is maintained by Business Associate in any form. Should the return or destruction of the PHI be determined by Business Associate, in its sole discretion, to be infeasible, the Parties agree that the terms of this Agreement shall extend to the PHI until otherwise indicated by Covered Entity, and any further use or disclosure of the PHI by Business Associate shall be limited to that purpose which renders the return or destruction of the PHI infeasible.

G. Amendment to Comply with Law. The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Specifically, HITECH, as implemented by the HIPAA Omnibus Rule (78 Fed. Reg. 5566 (January 25, 2013)), imposes new requirements on business associates and covered entities with respect to privacy, security and breach notification. Applicable HIPAA and HITECH provisions, together with any guidance issued by the Secretary, and any applicable amendments to federal and state privacy law, are hereby incorporated by reference and will become part of this Agreement as if set forth in their entirety, effective as of the applicable effective date/s.

H. No Third Party Beneficiaries. Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

I. Term. This Agreement shall become effective on the Agreement Effective Date and shall expire when all of the PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity pursuant to Section F. The Parties agree that Sections B, C, and D of the Agreement shall survive the termination or expiration of the Underlying Agreement.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR BUTTERFLY IQ PRODUCTS AND SUBSCRIPTION AND TERMS AND CONDITIONS OF SERVICE FOR WILLIAMSON COUNTY EMS

(Butterfly Network, Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM TO BUTTERFLY MASTER TERMS AND CONDITIONS is made and entered into by and between **Williamson County, Texas** (hereinafter "Client" or "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Butterfly Network, Inc.,** (hereinafter "Butterfly"), a Delaware C Corporation. County agrees to engage Butterfly as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. Butterfly Quote, dated March 12, 2020;
B. Butterfly Master Terms and Conditions; and
C. This Williamson County Addendum.

II.

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

III.

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 Client 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 Client in accordance with Texas Government Code Section 2251.025.

IV.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Client will only be liable for its pro rata share of services rendered and goods actually received.

V.

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

VI.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

VII.

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

VIII.

Right to Audit: No more than annually, Butterfly shall either, provide to Williamson County, Texas on request the results of any SSAE 16 SOC 1 (Type I or Type II) or SOC 2 audit of Butterfly's services and systems handling Williamson County, Texas.

IX.

No Assignment: This Agreement may not be assigned without the County's prior written consent.

X.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

XI.

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

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

WILLIAMSON COUNTY:

Authorized Signature
Date: July 21, 2020

BUTTERFLY:

Authorized Signature
Date: July 1, 2020

Butterfly™

Confidential Quotation

Butterfly Network, Inc.
530 Old Whitfield St
Guilford, CT 06437
United States

Phone: 1-855-296-6188
Email: info@butterflynetwork.com

Quote #: Q-02306-2
Date: 4/27/2020 8:16 AM
Expires On: 7/31/2020
Delivery:
Terms: FOB Destination

Your Butterfly Representative
Aarron Montgomery
amontgomery@butterflynetinc.com
(832) 977-7758

Primary Contact
Jeff Jarvis MD, MS, EMT-P
jjarvis@wilco.org
(512)943-1266

Ship To
The Williamson County EMS System

Bill To
The Williamson County EMS System
,

Product ship date and subscription start dates are to be determined. Once fully executed, this Price Quotation will be bound by the Master Terms & Conditions.

QTY	PRODUCT #	PRODUCT NAME	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENDED	NET PRICE
4	900-20001-00	Butterfly iQ (Lightning)		USD 1,999.00	USD 7,996.00	USD 7,996.00

QTY	PRODUCT #	PRODUCT NAME	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENDED	NET PRICE
4.00	SUB-00008-E-1	Enterprise Workflow (3 year term, net price billed annually upfront)	Ultrasound for the Enterprise. Membership allows users to store, access and collaborate. Includes: Security (SSO & MDM Restrictions), QA / QI (Worksheets, Reporting, Credentialing) and Integration (DICOM) and direct connect to EMR Unlimited licenses per probe	USD 1,800.00	USD 7,200.00	USD 7,200.00
4.00	900-20005-00	Butterfly iQ Case		USD 99.00	USD 396.00	USD 396.00

Quote Subtotal: USD 15,592.00

* Shipping & Handling: USD 100.00

* Estimated Sales Tax:

Butterfly™

Confidential Quotation

Butterfly Network, Inc.
530 Old Whitfield St
Guilford, CT 06437
United States

Phone: 1-855-296-6188
Email: info@butterflynetwork.com

Quote #:	Q-02306-2
Date:	4/27/2020 8:16 AM
Expires On:	7/31/2020
Delivery:	
Terms:	FOB Destination

Quote Total: USD 15,692.00

Butterfly™

Confidential Quotation

Butterfly Network, Inc.
530 Old Whitfield St
Guilford, CT 06437
United States

Phone: 1-855-296-6188
Email: info@butterflynetwork.com

Quote #:	Q-02306-2
Date:	4/27/2020 8:16 AM
Expires On:	7/31/2020
Delivery:	
Terms:	FOB Destination

Quote Acceptance

By signing this Quote, I hereby agree to the Master Terms and Conditions attached to this order form.

Signature: Bill Gravell Jr. **Effective Date:** 07/21/2020

Name (Print): Bill Gravell Jr.

Please Note:
* Shipping & handling as well as any applicable sales taxes are the responsibility of the ordering party. Applicable sales taxes are based on the tax rates in effect for your state on the date of shipment and will be reflected on your invoice. Tax exempt customers, please indicate your tax exempt status in the signature block of this quotation.

THANK YOU FOR HELPING TO DEMOCRATIZE ULTRASOUND!
Questions? Please contact: Aarron Montgomery at amontgomery@butterflynetinc.com

DocuSign Envelope ID: 6205FC6E-3337-4022-9C73-7470E145EE84

Confidential Quotation

BFLY Operations Inc. DBA Butterfly Network
530 Old Whitfield St
Guilford, CT 06437
United States

Please send all completed Order Forms and POs to ***your Butterfly Representative:***
Aarron Montgomery
amontgomery@butterflynetinc.com
(832) 977-7758

Primary Contact
Matt Biasatti
mbiasatti@wilco.org
512-943-1956

Quote #: Q-27475-2 1/21/2021, 11:13 AM
Date:
Expires On: 3/03/2022
Delivery:
Terms: Net 30 FOB Destination
Billing: Single Payment

Ship To
The Williamson County EMS System
3189 SE Inner Loop Ste A
Georgetown, TX 78626
US

Bill To
The Williamson County EMS System
The Williamson County EMS System
mbiasatti@wilco.org
3189 SE Inner Loop Ste A
Gerogetown, TX 78626
US

Product ship date and subscription start dates are to be determined. Once fully executed, this Price Quotation will be bound by the Master Terms & Conditions.

Butterfly iQ is compatible with select Apple and Android devices and at this time, iQ Vet is only compatible with Apple devices. To avoid additional charges, please visit https://butterflynetwork.com/specs to check device compatibility prior to purchase.

Please note that due to hardware requirements, Butterfly TeleGuidance and iQ+ Care are only available on select devices. To view the list of devices compatible, please visit https://butterflynetwork.com/specs.

PRODUCT #	QTY	PRODUCT NAME	DESCRIPTION	LIST UNIT PRICE	NET UNIT PRICE	NET TOTAL
900-20006-04	6	Butterfly iQ+, Lightning		USD 2,399.00	USD 2,399.00	USD 14,394.00
900-20005-00	6	Butterfly iQ Case		USD 99.00	USD 99.00	USD 594.00

Subscriptions

PRODUCT #	QTY	PRODUCT NAME	DESCRIPTION	TERM (YEARS)	LIST UNIT PRICE (ANNUAL)	NET UNIT PRICE	NET TOTAL
SUB-00004-M	100	Medical Education Membership (100 users included)	Ultrasound for medical schools. Membership allows users to store, access and collaborate. Includes: 100 user licenses Shared archives for unlimited storage Anonymous study sharing Real-time commenting with team members	1.0000	USD 25.00	USD 25.00	USD 2,500.00

Quote Subtotal:	USD 17,488.00
* Shipping & Handling:	USD 150.00
* Estimated Sales Tax:	
Quote Total:	USD 17,638.00

DocuSign Envelope ID: 6205FC6E-3337-4022-9C73-7470E145EE84

Butterfly™

Confidential Quotation

BFLY Operations Inc. DBA Butterfly Network
530 Old Whitfield St
Guilford, CT 06437
United States

Quote #:	Q-27475-2 1/21/2021,
Date:	11:13 AM
Expires On:	3/03/2022
Delivery:	
Terms:	Net 30 FOB Destination
Billing:	Single Payment

Please send all completed Order Forms and POs to ***your Butterfly Representative:***
Aarron Montgomery
amontgomery@butterflynetinc.com
(832) 977-7758

Payment via Check
Butterfly Network, Inc.
P.O. Box 7410211
Chicago, IL 60674
United States
Reference: Please include your Quote number: Q-27475

Quote Acceptance

By signing this Quote, I hereby agree to the Master Terms and Conditions, effective July 1, 2020.

Signature: _____ **Effective Date:**
Williamson County EMS

Name (Print):

Butterfly Network Inc. Signature: DocuSigned by: Stacey Pugh 403A01E3CB654D7... **Date:** 3/1/2022

* Shipping & handling as well as any applicable sales taxes are the responsibility of the ordering party. Applicable sales taxes are based on the tax rates in effect for your state on the date of shipment and will be reflected on your invoice. Tax exempt customers, please indicate your tax exempt status in the signature block of this quotation.

THANK YOU FOR HELPING TO DEMOCRATIZE ULTRASOUND!
Questions? Please contact: Aarron Montgomery at amontgomery@butterflynetinc.com

Commissioners Court - Regular Session **37.**

Meeting Date: 03/08/2022

Approve Equip/Supplies request in budget for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve (3) K-9 inserts for replacement Tahoes in the 2022-2023 budget year.

Background

According to the Williamson County Budget Policy, VI. Personnel Policies, 10: "Equipment/Supplies requested in the budget in conjunction with special teams/operations will not be funded from the general fund budget unless expressly authorized/approved by the Commissioners Court. Likewise, line-item transfer requests for a similar purpose may be denied."

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote K9 insert

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 10:00 AM
Form Started By: Starla Hall		Started On: 03/02/2022 10:36 AM
Final Approval Date: 03/03/2022		

HOLIDAY AUTOGROUP.COM

Date	3/3/2022
Estimate #	33257
Estimate By	George Severe george@defendersupply.c... 903-771-0845

Bill To
Williamson Co TX SO 710 S Main Street Ste 301 Georgetown, Tx 78626

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco.org

2023 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
All Parts are for a 2023 Chevrolet Tahoe 9C1 RWD Slick Top K-9 Unit - Vin #'s Customer PO # Price is $7,361.00 per unit times (3) Three equals a total of $22,083.00 Williamson Co TX SO - WO # - Work Order Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				
Defender Supply Full Across Dual Purpose K9 Transport System Includes Black Powder Coated Aluminum Kennel, Water Bowl, Display Head, Heat Alarm, Door Popper, Smoke and Carbon Monoxide Detector, Fan Kit, Pager and Defender Supply K9 Wire Harness. Includes Shipping and Installation.		3	7,361.00	22,083.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total	**$22,083.00**

Signature _____

Commissioners Court - Regular Session **38.**

Meeting Date: 03/08/2022

LTP Budget 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 Long Term Planning Budget Transfer per Mike Weaver, Road Bond Manager, to move $550,000 from P461 (Corridor F; US 183) to P385 (Ronald Reagan Corridor Segment A).

Background

This transfer is necessary because we are extending the limits for the Ronald Reagan Corridor Segment A project. Please see the attached memo for further information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LTP Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:18 AM
Form Started By: Tomika Lynce		Started On: 03/03/2022 10:17 AM
Final Approval Date: 03/03/2022		

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

January 28, 2022

Re: FY 2022 Transportation Corridor Budgets

Dear Ms. Lynce,

The Program Management/GEC team has received a request to extend the limits of the Ronald Reagan Corridor Segment A project from RM 2243 by 4.03 miles to RM 1431. Please make the following budget adjustments for the Corridor Program.

- Move $550,000.00 from P461 Corridor F (US 183) to P385 Ronald Reagan Corridor Segment A.

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
J. Terron Evertson, P.E., Williamson County Engineer
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **39.**

Meeting Date: 03/08/2022

Award of IFB # 22IFB60 Tradesman's Industrial & Business Park Milling and Overlay Project to Texas Materials

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB # 22IFB60 Tradesman's Industrial and Business Park Milling and Overlay Project to Texas Materials Group, Inc. in the not-to-exceed amount of $1,025,782.63, and authorizing the execution of the agreement.

Background

The Purchasing Department solicited bids for Tradesman's Industrial and Business Park Milling and Overlay Project. Two-Hundred Seventy-Three (273) suppliers were invited to bid of which Nineteen (19) suppliers viewed the bid documents and two (2) suppliers responded. Texas Materials Group, Inc. was determined to be the lowest responsive bidder. Staff is recommending award to Texas Materials Group, Inc. in an amount not to exceed $1,025,782.63. Funds are budgeted in the FY 22 funding source 01.0200.0210.003599. The Road and Bridge Department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/03/2022 05:24 AM
County Judge Exec Asst.	Becky Pruitt	03/03/2022 08:56 AM
Form Started By: Andrew Portillo		Started On: 02/22/2022 10:06 AM
Final Approval Date: 03/03/2022		

WILLIAMSON COUNTY
1848

February 16, 2022

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

Subject: Recommendation for Tradesman's Industrial & Business Park Milling and Overlay Project – Bid #22IFB60

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Texas Materials Group, Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Texas Materials Group, Inc. - $1,025,782.63
2. Lone Star Paving Company - $1,055,374.40

The Contractor's low base bid is $149,655.63 above the Engineer's Estimate, a cost increase of 17.08%.

In addition to meeting the bid qualifications subject to being low bidder, Texas Materials Group, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $1,025,782.63 and the previous work experience, I recommend to the Williamson County Commissioners' Court that they award Texas Materials Group, Inc. the contract for the Tradesman's Industrial & Business Park Milling and Overlay Project.

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

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and ___Texas Materials Group, Inc.____ ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the ___IFB____ Solicitation # __22IFB60_____, Tradesman's Industrial & Business Park Milling and Overlay Project_____; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of _One Million Two-Five Thousand Seven Hundred Eighty Two dollars and Sixty-Three cents____ ($_1,025,782.63_) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the ___IFB_____ Solicitation # __22IFB60____, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: _____

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before** _____; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of _____**$500**_____from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

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

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: DAVID REESE

Title: AUTHORIZED EMPLOYEE

Date: 3/2/2022

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

John Thomas
_____
_____
_____
Phone 512-465-6841
Fax _____

Commissioners Court - Regular Session **40.**

Meeting Date: 03/08/2022

Reagan Corridor Segment A LJA Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Ronald Reagan Corridor Segment A project contract between Williamson County and LJA Engineering, Inc. relating to the LTP Corridor Program. Project: P385. Fund Source: Corridor.

Background

LJA Contract Amendment No. 1 increases the contract compensation cap by $500,000.00 from $500,000.00 to $1,000,000.00. The increase will allow for the execution of Supplemental #1 to Work Authorization #2 in the amount of $485,981.50 to extend the limits of the project by 4.03 miles from RM 2243 to RM 1431 (full project limits are now RM 1431 to SH 29). No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ReaganCorridorSegA-LJA-Amendment1

ReaganCorridorSegA-LJA-WA2Supp1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:12 AM
Form Started By: Marie Walters		Started On: 03/02/2022 01:39 PM
Final Approval Date: 03/03/2022		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY LTP CORRIDOR PROJECT:
Ronald Reagan Corridor Seg. A ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 9, 2021 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $500,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $500,000.00 to $1,000,000.00.

II. The limits in the original Exhibit B of the Contract are hereby amended as shown in the attached revised Exhibit B (must be attached), and as shown under "PROJECT" to show Ronald Reagan Corridor Seg. A (RM 1431 to SH 29).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Kenneth G Schrock
Signature

Kenneth G. Schrock
Printed Name

Senior Vice President
Title

03/01/2022
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

3/2/2022

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Ronald Reagan Corridor Segment A (RM 1431 to SH 29) Planning & Design. Project limits extended 4.03 miles from RM2243 to RM1431.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

SUPPLEMENTAL WORK AUTHORIZATION NO. _1_
TO
WORK AUTHORIZATION NO. __2__

WILLIAMSON COUNTY ROAD BOND PROJECT:
Ronald Reagan Corridor Segment A

This Supplemental Work Authorization No. __1___ to Work Authorization No. __2__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated __March__ __9th__, 20_21_ ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____LJA Engineering_____ (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _2_ dated effective ___October___ _28th_, 20_21_ (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "A" (must be attached).

II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

III. The Work Authorization shall terminate on __January__ __1st__, 20_23_. The Services to be Provided by the Engineer 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).

IV. The maximum amount payable for services under the Work Authorization is hereby increased from $ __395,889.50__ to $__881,871.00__. The revised Work Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

ENGINEER:	**COUNTY:**
By: Kenneth G Schrock	By: _____
Signature	Signature
Kenneth G. Schrock	_____
Printed Name	Printed Name
Senior Vice President	_____
Title	Title
2/28/2022	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

3/2/2022

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
Ronald Reagan – Segment A
PROJECT DESCRIPTION

Project Limits
Extension of Ronald Reagan Segment A project limits to include RM 1431 to RM 2243 (4.03 mi). Full project limits are now RM 1431 to SH 29 (7.72 mi).

Existing Facility
The existing road is a 2-lane roadway with asphalt pavement and with varying widths of existing ROW 200ft to 260ft.

Proposed Facility
Proposed ultimate controlled access expressway with 2 two-lane divided mainlanes, 2 two-lane curb and gutter frontage roads, ramps, auxiliary lanes, arterial cross streets, shared use path(s) with an approximate proposed ROW width of 300ft, from the project limits mention above.

Design Criteria
The proposed design criteria for the project will be developed from Williamson County and TxDOT design criteria as applicable. Utilize the existing schematic to the extent possible and match the criteria for the adjacent project.

1. PROJECT MANAGEMENT

   a. Communication:

      - Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (**9** months assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. Quality Assurance and Quality Control (QA/QC):

      - For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
      - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. Project Coordination & Administration:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

e. Progress/Coordination Meetings (**3** external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

Deliverables:

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. ROUTE AND DESIGN STUDIES

a. Data Collection:

- Perform record research and obtain existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, official copies of FEMA floodplain and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting roadways. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area. Obtain existing schematic from GEC.
- Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.
- Develop and maintain adjacent property ownership information spreadsheet to be used for disseminating project information including owner's name, tenant name for leased property, mailing address, property address, property id number.
- Review the data collected and organize the information.

b. Design Summary:

- Review the Williamson County's Long-Range Transportation Plan and other local and regional transportation plans to review and gather information of projects that could impact Ronald Reagan Corridor Segment A.
- Identify and gather data that will be included within the ROW footprint layout, that includes known constraints (structures, floodplain), aerial photography, contour information, utility information, parcel ownership, adjacent proposed & existing developments, and improvements projects, based on research of public databases and sources.
- Develop (1) one preliminary ROW footprint layout with all 3 separate ROW footprint alignments clearly shown for use in soliciting input during coordination meetings with stakeholders. Assumed the 3 ROW footprints will be:
    - Additional ROW (assume 300ft total width) split on both sides of the existing Ronald Reagan Blvd ROW.
    - Additional ROW (assume 300ft total width) entirely on the western (left side) of the existing Ronald Reagan Blvd ROW.
    - Additional ROW (assume 300ft total width) entirely on the eastern (right side) of the existing Ronald Reagan Blvd ROW.
- Quantify potential effects of the preliminary ROW footprints based on the evaluation criteria, provided by GEC or during stakeholder meetings.
- Refine ROW footprint based on public input, stakeholder input, design criteria, existing structures, potential displacements, right of way limits and requirements, known developments, FEMA floodplain areas, existing and proposed drainage structures and issues, and other environmental features.
- Conduct a ROW footprint meeting to discuss impacts and select recommended alignment option.

c. Design Criteria:

- Analyze and identify project-specific design criteria (typical sections, design speed, functional classification, geometric criteria, drainage criteria) in accordance with the latest versions of City of Leander design standards, Williamson County design criteria and other associated local/state manuals, as applicable.
- Draft and Final Design Summary Form

d. List of impacted tracts the Draft and Final ROW footprint.

Deliverables:

- Draft ROW footprint layout
- Final ROW footprint layout
- Draft and Final Design Summary Form
- Affected property owner list

3. ENVIRONMENTAL

a. Desktop Level Review
   - Identify and gather data on environmental concerns and known constraints (cultural sites, potential waters of the U.S., hazardous material sites, floodplain) based on research of public databases and sources, to be included into the ROW footprint Layout.
   - Prepare memo summarizing concerns and constraints for each alternative for justification of preferred alternative.

Deliverables:

- Environmental Constraints Memo

4. PUBLIC INVOLVEMENT

As this is a Road Bond Project, public involvement activities will be conducted through the County's existing public involvement contract with Rifeline. The engineer will provide support for the Public Involvement plans for the following activities:

a. Public Involvement Plan

- Coordinate/review Corridor Public Involvement plan specific updates.

b. Prepare materials and provide support for meetings with Individual Property Owners, and Stakeholder meetings (up to **5** exhibits assumed).

c. Attend meeting with property owners (**5** meetings assumed).

Deliverables:

- Property owner exhibits

5. SCHEMATIC DEVELOPMENT

- Prepare Preliminary & Final Ultimate Schematic submittal per Williamson County Schematic submittal checklist and selected design criteria.
- Prepare Preliminary & Final Engineering Costs Estimate for the construction quantities covering all items of the proposed work.
- Cross Sections
  - Develop cross sections as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry.

Deliverables:

- Preliminary & Final Schematic (Ultimate) including cost estimate.

6. DRAINAGE STUDY

a. Hydrologic Study & Modeling

Detail the criteria, methodologies, results and recommendations of the analysis.

- Collect, prepare and modify existing hydrologic & hydraulic models to reflect the existing & proposed schematic. Compare and document the study results with existing studies or models from the County, FEMA, cities, etc., if available.
- Provide existing and proposed condition drainage area maps for each outfall from the project area and/or each cross-drainage structure location.
- Provide a comparison of existing vs proposed condition runoff patterns at each outfall from the project area.
- Atlas 14 impacts will be reviewed and incorporated.

b. Hydraulic Study & Modeling

- Provide hydraulic models and/or calculations for the existing and proposed structures.
- Document existing conditions including size, length, flowline elevations, scour, flooding, erosion, tailwater or other notable conditions. Document source of hydraulic/channel cross sections.
- Prepare preliminary design and layout for the cross-drainage structures and major roadside channels using appropriate software (HEC-RAS, HY-8, SWMM, Bentley or other approved hydraulic modeling software). All bridges and multiple box culverts to be analyzed in HEC-RAS.
- Compare and document the study results with existing studies or models, Identify and document need for stakeholder coordination or permitting.
- Recommend minimum pavement elevations based on design event WSEL for cross drainage flood elevations & document WSEL on schematic profile.

c. FEMA Coordination (Brushy Creek Tributary 1, Blockhouse Creek, & Spanish Oak Creek):

- Coordinate with the County's GEC and Local Floodplain Administrator as necessary throughout the project.

- Determine if a CLOMR or LOMR will be required and/or recommended. *If a CLOMR or LOMR is required after the Preliminary Drainage Report and through coordination with the Local Floodplain Administrator, a supplemental work authorization would be required.*

d. Impact and Mitigation Analysis:

- Provide documentation of all adverse impacts resulting from the proposed facility in the proposed condition. Provide a comparison of existing vs proposed condition at each outfall from the project area.

- Provide plans to mitigate adverse impacts to nearby buildings, property access points, and runoff patterns.

- If detention is recommended or required prepare a routing analysis to determine preliminary size and ROW needs for proposed detention ponds.

- Coordinate with County's GEC to determine need for maintenance or landscaping setbacks for ponds. Criteria for this determination shall be based, in part, on drainage information provided by the Engineer and on the preliminary design for the project area.

- Calculate the volume of fill to be placed in the 100-year floodplain and recommend locations for compensatory storage.

e. Water Quality Analysis:

- Provide water quality design including preliminary TSS removal calculations and permanent BMP design and placement.

Deliverables:

- Schematic Preliminary and Final Drainage Reports signed and sealed by a professional engineer in the State of Texas.
- Applicable GIS, Hydrologic Models or CAD files referenced in the drainage study.

7. DELIVERABLES:

a. Documents:

- All contract documents, including a pdf copy of each deliverable, native electronic files, models and calculations will be uploaded to the County's project management database at each milestone and at the completion of the project. One hard copy of each deliverable will be provided unless additional copies are required per the submittal checklist.

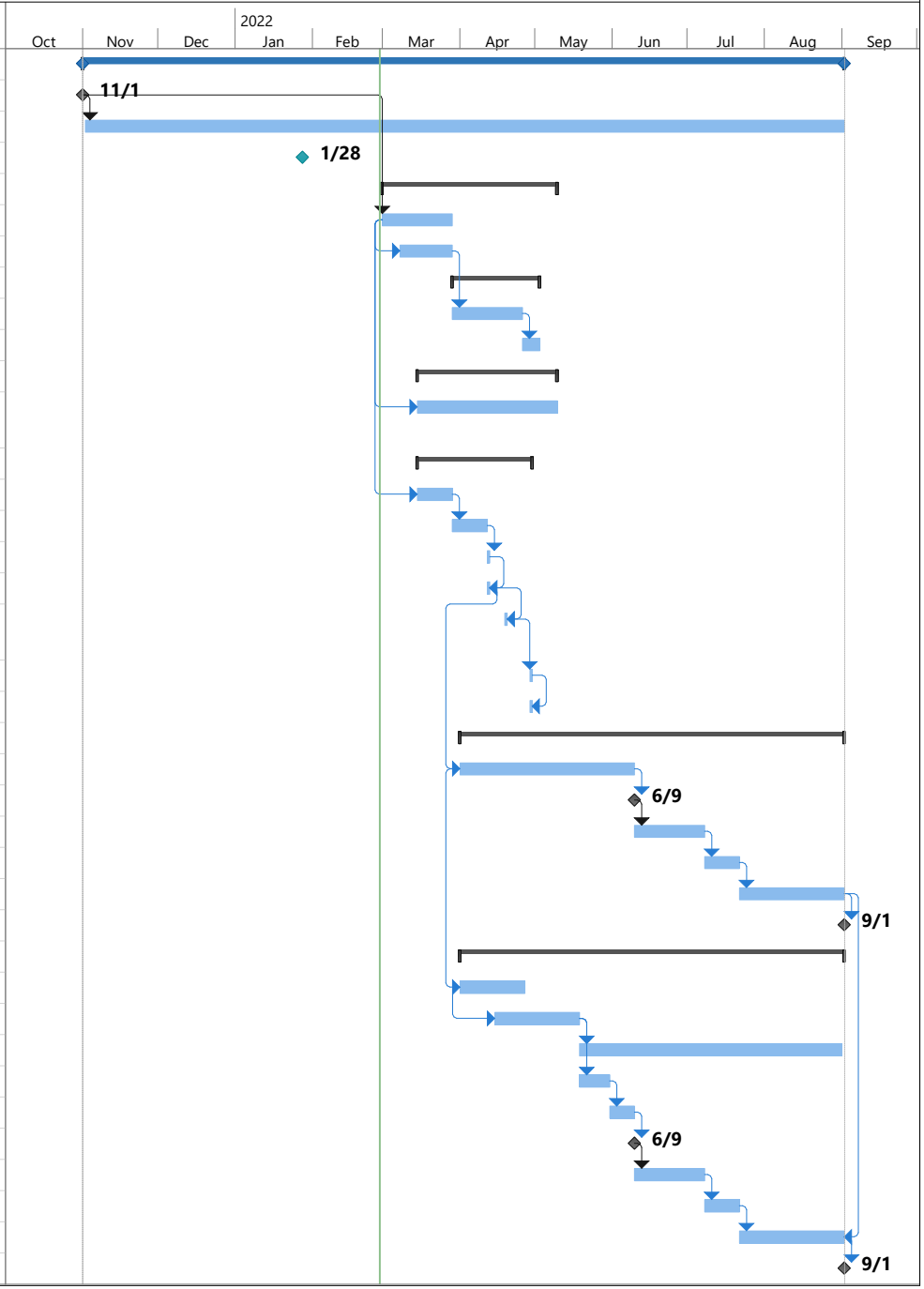
8. EXCLUSIONS:

   a. The following items are not included in this work authorization:

- PUBLIC INVOLVEMENT.
- RIGHT-OF-WAY (ROW) MAPPING.
- CLOMR OR LOMR.
- ENVIRONMENTAL SERVICES (ONLY DESKTOP REVIEW).
- GEOTECHNICAL SERVICES.
- PLAN PREPARATION (PS&E) SERVICES.
- BIDDING PHASE SERVICES.
- CONSTRUCTION PHASE SERVICES.
- UTILITY COORDINATION OR RELOCATION ESTIMATES.

Ronald Reagan Corridor - Segment A - SWA #1
Attachment C

ID	Task Name	Duration	Start
0	**RRSegA_SWA1 to WA2**	**219 days**	**Mon 11/1/21**
1	WA2 NTP	0 days	Mon 11/1/21
2	Project Management	218 days	Tue 11/2/21
3	Draft Schematic Submittal (Original Limits)	0 days	Fri 1/28/22
4	**Route and Design Studies**	**50 days**	**Tue 3/1/22**
5	Data Collection	20 days	Tue 3/1/22
6	Design Criteria	15 days	Tue 3/8/22
7	**Environmental**	**25 days**	**Tue 3/29/22**
8	Environmental Concerns & Constraints	20 days	Tue 3/29/22
9	Develop Environmental Memo	5 days	Tue 4/26/22
10	**Stakeholder Coordination**	**40 days**	**Tue 3/15/22**
11	Coordinate with Local Agencies, County's Consultants, and Attend Stakeholder Meetings	40 days	Tue 3/15/22
12	**ROW Footprint**	**34 days**	**Tue 3/15/22**
13	Identify known constraints within ROW footprint	10 days	Tue 3/15/22
14	Develop three ROW footprint alignments	10 days	Tue 3/29/22
15	Draft ROW Footprint Layout	1 day	Tue 4/12/22
16	Draft List of Impacted Tracts/Property Owner List	1 day	Tue 4/12/22
17	Conduct ROW footprint meeting to discuss impacts and select recommended alignment option	1 day	Tue 4/19/22
18	Final ROW Footprint Layout	1 day	Fri 4/29/22
19	Final List of Impacted Tracts/Property Owner List	1 day	Fri 4/29/22
20	**Schematic Development**	**110 days**	**Fri 4/1/22**
21	Draft Schematic Development	50 days	Fri 4/1/22
22	Submit Draft Schematic for Review	0 days	Thu 6/9/22
23	GEC Review	20 days	Fri 6/10/22
24	Address Review Comments	10 days	Fri 7/8/22
25	Final Schematic Development	30 days	Fri 7/22/22
26	Submit Final Schematic	0 days	Thu 9/1/22
27	**Drainage Study**	**110 days**	**Fri 4/1/22**
28	Hydrologic Study & Modeling	18 days	Fri 4/1/22
29	Hydraulic Study & Modeling	24 days	Fri 4/15/22
30	FEMA Coordination	75 days	Thu 5/19/22
31	Impact & Mitigation Analysis	8 days	Thu 5/19/22
32	Prepare Draft Drainage Report	8 days	Tue 5/31/22
33	Submit Draft Drainage Report	0 days	Thu 6/9/22
34	GEC Review	20 days	Fri 6/10/22
35	Address Review Comments	10 days	Fri 7/8/22
36	Prepare Final Drainage Report	30 days	Fri 7/22/22
37	Submit Final Drainage Report	0 days	Thu 9/1/22



ATTACHMENT D	
SERVICES FOR RONALD REAGAN CORRIDOR - SEGMENT A (SWA #1) - EXTENSION TO RM 1431:	
LABOR	
LJA Engineering (Prime)	$ 471,425.00
SWCA (Sub)	$ 9,562.00
DIRECT COSTS	
LJA Engineering (Prime)	$ 4,994.50
TOTAL	**$ 485,981.50**

Ronald Reagan Corridor - Segment A - SWA #1													
TASK DESCRIPTION		Project Principal 275.00 HOURS	Project Manager 245.00 HOURS	Quality Manager 230.00 HOURS	Senior Engineer 215.00 HOURS	Project Engineer 170.00 HOURS	Design Engineer 155.00 HOURS	Senion Engineering Technician 140.00 HOURS	E.I.T. 135.00 HOURS	Senior CADD Operator 125.00 HOURS	CADD Operator 100.00 HOURS	Admin 80.00 HOURS	Total HOURS
TASK 1 – PROJECT MANAGEMENT													
1.a	**Communication**												
	Project management communication with County and its representatives	2	4										6
1.b	**Monthly Progress Report, Invoices, & Billings (9 months assumed)**												
	Monthly Progress Reports		9									2	11
	Monthly Invoices		9									2	11
1.c	**QA/QC Plan**												
	Internal QA/QC at Each Deliverable		8	24	8	8						4	52
	Provide Continuous QA/QC Throughout Project		8	24	8	8							48
1.d	**Project Coordination & Administration**												
	Prepare Project Records & Meeting Minutes		4		4							8	16
	Coordination with the GEC	2	16		8	8							34
	Manage Project Activities (emails, calls, meetings, coordination)		16		8							8	32
1.e	**Progress/Coordination Meetings (3 external meetings assumed)**												
	Kickoff and Progress Meetings with County and Representatives	1	3		3								7
	Schedule and Prepare for Coordination Meetings		3		3		3	3				3	15
	Attend Coordination Meetings (3 Meetings)		3		3				3				9
	Prepare Agenda and Sign-in Sheets											3	3
	Prepare Meeting Minutes											3	3
1.f	**Project Schedule**												
	Maintain a Project Schedule		2		2	2							6
	Maintain Project Deliverables Table		4		4	4							12
	TASK 1 TOTAL HOURS	5.0	89.0	48.0	51.0	30.0	3.0	3.0	3.0	0.0	0.0	33.0	265.0
	TASK 1 TOTAL FEE	$1,375	$21,805	$11,040	$10,965	$5,100	$465	$420	$405	$0	$0	$2,640	$54,215
TASK 2 – ROUTE AND DESIGN STUDIES													
2.a	**Data Collection**												
	Perform Record Research & Obtain Existing Information		2		4	4	4	4	8				26
	Conduct Field Investigation and Include Photographic Record		4			4	4		4				16
	Develop and maintain adjacent property ownership information spreadsheet		2		4	4			16				26
	Review Collected Data				8			8					16
2.b	**Design Summary**												
	Review Williamson County's Long-Range Transportation Plan and local transportation plans		2		4	4							10
	Identify known constraints within ROW footprint		2		4	4	4		24				38
	Develop three separate ROW footprint alignments (east side, west side, both sides)		2		8	8	16		24	4	16		78
	Quantify potential effects of the preliminary ROW footprints		2		4	4	8		8				26
	Refine ROW footprint based input, criteria, displacements, developments, issues, etc.		2		8	16	16		24	4	16		86
	Conduct ROW footprint meeting to discuss impacts and select recommended alignment option		2		2	4			4				12
2.c	**Design Criteria**												
	Analyze and identify project-specific design criteria		2		2	2	2		2				10
	Draft & Final Design Summary Form		2	4	2		4		4				16
2.d	**ROW Mapping**												
	Impacted tracts (Draft & Final ROW footprint)		4		16	16			16				52
	TASK 2 TOTAL HOURS	0.0	28.0	4.0	66.0	70.0	58.0	12.0	134.0	8.0	32.0	0.0	412.0
	TASK 2 TOTAL FEE	$0	$6,860	$920	$14,190	$11,900	$8,990	$1,680	$18,090	$1,000	$3,200	$0	$66,830
TASK 3 – ENVIRONMENTAL													
	(See SWCA Fee)												
TASK 4 – PUBLIC INVOLVEMENT													
4.a	**Public Involvement Plan**												
	Prepare Individual Property Exhibits with ROW Impacts for Meetings		2	2	2		2		8	2	8		26
	Attend Property Owner Meetings		10		10				10				30
	Provide Information for Fact Sheets and FAQs		2		2		4		4			4	16
	TASK 4 TOTAL HOURS	0.0	14.0	2.0	14.0	0.0	6.0	0.0	22.0	2.0	8.0	4.0	72.0
	TASK 4 TOTAL FEE	$0	$3,430	$460	$3,010	$0	$930	$0	$2,970	$250	$800	$320	$12,170

Ronald Reagan Corridor - Segment A - SWA #1													
TASK DESCRIPTION		Project Principal 275.00 HOURS	Project Manager 245.00 HOURS	Quality Manager 230.00 HOURS	Senior Engineer 215.00 HOURS	Project Engineer 170.00 HOURS	Design Engineer 155.00 HOURS	Senion Engineering Technician 140.00 HOURS	E.I.T. 135.00 HOURS	Senior CADD Operator 125.00 HOURS	CADD Operator 100.00 HOURS	Admin 80.00 HOURS	Total HOURS
TASK 5 – SCHEMATIC DEVELOPMENT													
5.a	**Schematic Development**												
	Prepare Preliminary and Final Ultimate Schematic	8	40		100	140	170		220	100	220		998
	Prepare Preliminary and Final Cost Estimate	4	16		20	20	20		40				120
	TASK 5 TOTAL HOURS	12.0	56.0	0.0	120.0	160.0	190.0	0.0	260.0	100.0	220.0	0.0	1118.0
	TASK 5 TOTAL FEE	$3,300	$13,720	$0	$25,800	$27,200	$29,450	$0	$35,100	$12,500	$22,000	$0	$169,070
TASK 6 – DRAINAGE STUDY													
6.a	**Hydrologic Study & Modeling**												
	Develop existing and proposed hydrologic models		4		8	16	24		40				92
	Provide existing and proposed drainage area maps		4		8	16	24		24	24	40		140
	Provide existing vs proposed condition runoff patterns at each outfall		4		4	8	16		24				56
6.b	**Hydraulic Study & Modeling**												
	Develop existing and proposed hydraulic models		4		8	20	40		100				172
	Document existing conditions				4	8	8		16				36
	Preliminary design and layout for cross-drainage structures		4		8	20	24		40	24	40		160
	Compare results with existing studies and models		4		8	8	16		16				52
	Recommend minimum pavement elevation based on design event		2		8	8	16		16				50
6.c	**FEMA Coordination**												
	Coordinate with GEC and FEMA Floodplain Administrator throughout project		4		2	4	8						18
	Determine if CLOMR or LOMR will be required		2		2	8	8		16				36
	Calculate volume of fill in 100-yr floodplain and locations for storage		2		2	8	8		16				36
6.d	**Impact and Mitigation Analysis**												
	Provide documentation of adverse impacts				2	4	8		8				22
	Provide plans to mitigate adverse impacts		2		4	16	16		40				78
	Prepare routing analysis to determine detention pond size and ROW needs		2		4	16	16		40				78
	Coordinate with GEC to determine maintenance setbacks for ponds		2		4	4	4						14
6.e	**Water Quality Analysis**												
	Provide TSS calcs and BMP design		4		4	8	16		40				72
	TASK 6 TOTAL HOURS	0.0	44.0	0.0	80.0	172.0	252.0	0.0	436.0	48.0	80.0	0.0	1112.0
	TASK 6 TOTAL FEE	$0	$10,780	$0	$17,200	$29,240	$39,060	$0	$58,860	$6,000	$8,000	$0	$169,140
TOTAL Ronald Reagan Corridor - Segment A Tasks													
TOTAL HOURS (LJA)		17.0	217.0	52.0	317.0	432.0	503.0	15.0	833.0	156.0	332.0	33.0	2907.0
TOTAL LABOR FEE (LJA)		$4,675	$56,595	$12,420	$71,165	$73,440	$78,895	$2,100	$115,425	$19,750	$34,000	$2,960	$471,425

LJA Ronald Reagan Corridor - Segment A

LJA'S OVERHEAD DIRECT COSTS			
DIRECT REIMBURSABLE EXPENSES	**Rate**	**Quantity**	**Cost**
Photocopies B/W (8 1/2" X 11") / each	$0.12	100	$12.00
Photocopies B/W (11" X 17") / each	$0.20	100	$20.00
Photocopies Color (8 1/2" X 11") / each	$0.75	100	$75.00
Photocopies Color (11" X 17") / each	$1.50	100	$150.00
Digital Ortho Plotting / sheet	$2.00	100	$200.00
Plots (B/W on Bond) / square foot	$2.00	50	$100.00
Plots (Color on Bond) / square foot	$5.00	50	$250.00
Plots (Color on Photographic Paper) / square foot	$6.00	500	$3,000.00
Color Graphics on Foam Board / square foot	$18.00	50	$900.00
Mileage	$0.58	500	$287.50
	TOTAL LJA DIRECT COSTS		**$4,994.50**

SWCA						Total Hours	Total Labor Cost
	Specialist XI	Specilaist X	Specialist VII	Specialist V	Specialist IV		
a. Constraints Memo and Maps							
Draft & Final Environmental Constraints Map	5	4	15	44	10	78	$9,562.00
Labor Hours - Subtotal	**5**	**4**	**15**	**44**	**10**	**78**	**$9,562.00**
Labor Hour Cost	$187.00	$171.00	$133.00	$112.00	$102.00		
Total	$935.00	$684.00	$1,995.00	$4,928.00	$1,020.00		$9,562.00

Commissioners Court - Regular Session **41.**

Meeting Date: 03/08/2022

Roadway Closure Order CR 305

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 authorizing the County Judge to execute a Roadway Closure Order to vacate, abandon and close a portion of CR 305.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Roadway Closure Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:13 AM
Form Started By: Charlie Crossfield		Started On: 03/02/2022 04:18 PM
Final Approval Date: 03/03/2022		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ROADWAY CLOSURE ORDER

AN ORDER OF WILLIAMSON COUNTY, TEXAS, FINDING THAT PORTIONS OF CR 305 ARE NOT NECESSARY FOR PUBLIC USE AS A THOROUGHFARE; PROVIDING FOR THE VACATION, ABANDONMENT AND CLOSURE OF THE ROADWAYS; AND RELEASING ANY AND ALL PUBLIC RIGHTS, TITLE, AND INTEREST.

WHEREAS, pursuant to Chapter 251.058 of the Texas Transportation Code, the County has the authority to vacate, abandon, and close roadways within the County; and

WHEREAS, within the County there are portions of CR 305 described in more detail in Exhibits A and B, (hereafter referred to as the "Right-of-Way"); and

WHEREAS, the Commissioners Court has determined that the Right-of-Way is not necessary as a public thoroughfare and has no other public use; and

WHEREAS, the Commissioners Court finds that vacating the Right-of-Way would have no adverse effect on adjacent properties; and

WHEREAS, the Commissioners Court has determined that it is in the best interest of the County to vacate, abandon, and close the Right-of-Way; and

NOW THEREFORE, be it ordered by the Commissioners Court of Williamson County, Texas:

1. **Finding of Fact**: That the foregoing recitals are incorporated into this Order by reference as findings of fact as if set forth herein at length.

2. **Right-of-Way Closure**: The Commissioners Court hereby vacates, abandons, and closes the Right-of-Way which is more particularly described in Exhibits A and B.

3. **Abandonment of Rights**: The Commissioners Court hereby abandons any and all public rights, title and interest, if any, to the Right-of-Way.

4. **Land Records**: The Commissioners Court hereby authorizes and instructs a signed and sealed copy of this Order to be recorded in the Official Records of Williamson County, Texas.

5. **Severability**: If any word, article, phrase, paragraph, sentence, clause, or provision of this Order shall be adjusted by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Order which can be given effect without the invalid provision, and to this end the provision of this Order is declared to be severable.

6. **Effective Date**: This Order shall take effect immediately from and after the date of this Order.

7. **Underlying Property Owner**. Pursuant to Section 251.058 of the Texas Transportation Code, Schwertner Farms is the underlying property owner receiving this conveyance for the property described in Exhibit "A" and Vietnamese Dominican Vicarate of St. Vincent Liem is the underlying property owner receiving this conveyance for the property described in Exhibit "B".

8. **Proper Notice & Open Meeting**: It is hereby officially found and determined that the meeting at which this Order was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED & APPROVED, this the _____ day of _____, 202___, by the vote of the Commissioners Court of Williamson County, Texas.

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, County Judge

ATTEST:

_____
Nancy Rister, County Clerk

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned notary public, personally appeared Bill Gravell, County Judge for Williamson County, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

_____
Notary Public, State of Texas

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 0.2804 ACRE (12,213 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE WILLIAM CONNELL SURVEY, ABSTRACT NO. 132 AND THE ROBERT LILE SURVEY, ABSTRACT NO. 391 BOTH IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE FORMER ALIGNMENT OF COUNTY ROAD 304 EAST (CR304E) AS OCCUPIED AND MAINTAINED BY WILLIAMSON COUNTY AND LIMITED BY ADJOINING TRACTS, SAID 0.2804 ACRE (12,213 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Texas Department of Transportation (TxDOT) Type I Concrete Monument (Grid Coordinates determined as: N=10,282,025.89, E=3,156,267.53 TxSPC Zone 4203), found being the intersection of the existing easterly Right-of-Way (ROW) line of Interstate Highway 35 (IH-35) (variable width ROW) and the existing southerly ROW line of CR304E, (variable width ROW), same being the northwesterly corner of the remainder of that called 568.38 acre tract of land described in Cash Warranty Deed to Schwertner Farms, Inc. by instrument recorded in Document No. 2015010110 of the Official Public Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with plastic cap stamped "RPLS-5784" found being the intersection of said existing easterly ROW line of IH-35 and the existing southerly ROW line of CR305, bears S 20°19'54" W, at a distance of 814.35 feet;

1) **THENCE**, departing said existing southerly ROW line of CR304E, with said existing easterly ROW line of IH-35, **N 43°05'48" E**, for a distance of **67.12** feet to an iron rod with plastic cap stamped "Inland-4933" set in the calculated ROW centerline of CR304E, for the northwesterly corner of the herein described parcel, and from which a TxDOT Type I Concrete Monument found, being the southwesterly corner of that called 27.194 acre tract of land described in Gift Warranty Deed to Vietnamese Dominican Vicariate of St. Vincent Liem by instrument recorded in Document No. 2012005022 of the Official Public Records of Williamson County, Texas, bears N 43°05'48" E, at a distance of 67.12 feet;

THENCE, departing said existing easterly ROW line of IH-35, with said calculated centerline of CR304E, the following two (2) courses:

2) **N 67°12'37" E**, for a distance of **57.61** feet to an iron rod with plastic cap stamped "Inland-4933" set, for an angle point in the northerly boundary line hereof;

3) **N 69°02'06" E**, for a distance of **363.45** feet to an iron rod with plastic cap stamped "Inland-4933" set, for the northeasterly corner of the herein described parcel;

4) **THENCE**, departing said calculated centerline of CR304E, **S 20°47'12" E**, for a distance of **26.41** feet to an iron rod with plastic cap stamped "Inland-4933" set in the northerly boundary line of said remainder of 568.38 acre tract, same being in the existing northerly ROW line of CR305, for the southeasterly corner of the herein described parcel, and from which an iron rod with yellow plastic cap found being in said existing southerly ROW line of CR304E, same being said northerly boundary line of the remainder of 568.38 acre tract bears N 68°51'22" E, at a distance of 1,445.77 feet;

THENCE, departing said existing northerly ROW line of CR305, with said existing southerly ROW line of CR304E, same being said northerly boundary line of the remainder of 568.38 acre tract, the following two (2) courses:

5) **S 68°51'22" W**, for a distance of **366.06** feet, to an iron rod with plastic cap stamped "Forest-1847" found, being an angle point in said existing southerly ROW line of CR304E and said

northerly boundary line of the remainder of 568.38 acre tract, for an angle point in the southerly boundary line hereof;

6) **S 67°13'46" W**, for a distance of **115.31** feet to the **POINT OF BEGINNING,** containing 0.2804 acres (12,213 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 direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 1 MAR 2022

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

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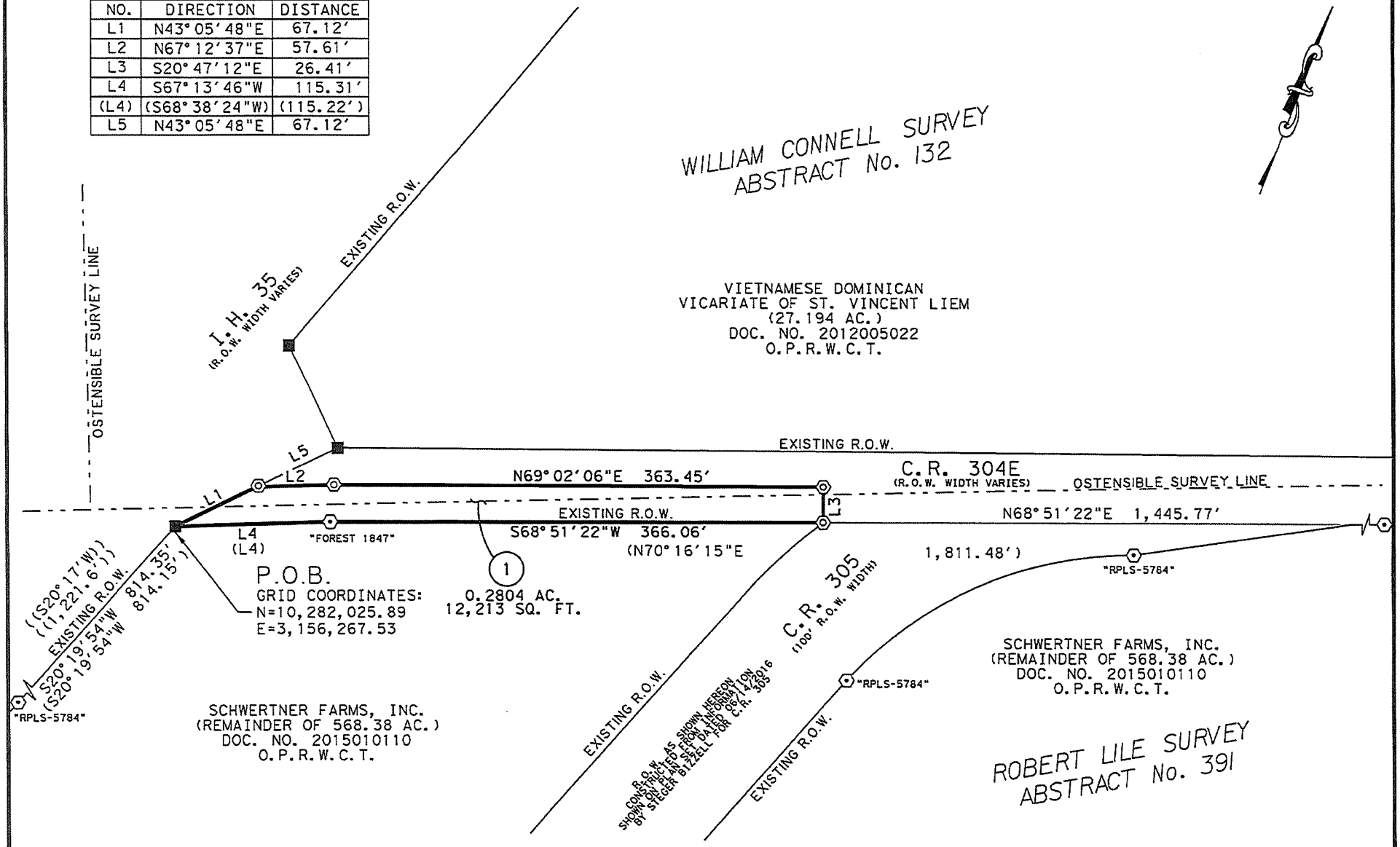
EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	N43°05'48"E	67.12'
L2	N67°12'37"E	57.61'
L3	S20°47'12"E	26.41'
L4	S67°13'46"W	115.31'
(L4)	(S68°38'24"W)	(115.22')
L5	N43°05'48"E	67.12'



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

C.R. 304E

SCALE	PROJECT	COUNTY
1" = 100'	CR 304E ABANDONMENT	WILLIAMSON

PARCEL 1
0.2804 ACRES
12,213 Sq. Ft.

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EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	IRON ROD FOUND W/PLASTIC CAP
◎	IRON ROD W/PLASTIC CAP STAMPED "INLAND 4933" SET
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
—/—	LINE BREAK
⟍	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUEMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

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 1 MAR 2022

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
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PARCEL PLAT SHOWING PROPERTY OF

C.R. 304E

SCALE	PROJECT	COUNTY
1" = 100'	CR 304E ABANDONMENT	WILLIAMSON

PARCEL 1
0.2804 ACRES
12,213 Sq. Ft.

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EXHIBIT B

PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 0.2424 ACRE (10,557 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE WILLIAM CONNELL SURVEY, ABSTRACT NO. 132 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE FORMER ALIGNMENT OF COUNTY ROAD 304 EAST (CR304E) AS OCCUPIED AND MAINTAINED BY WILLIAMSON COUNTY AND LIMITED BY ADJOINING TRACTS, SAID 0.2424 ACRE (10,557 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Texas Department of Transportation (TxDOT) Type I Concrete Monument (Grid Coordinates determined as: N=10,282,123.89, E=3,156,359.23 TxSPC Zone 4203), found being an angle point in the existing easterly Right-of-Way (ROW) line of Interstate Highway 35 (IH-35) (variable width ROW), same being in the existing northerly ROW line of CR304E, also being the southwesterly corner of that called 27.194 acre tract of land described in Gift Warranty Deed to Vietnamese Dominican Vicariate of St. Vincent Liem by instrument recorded in Document No. 2012005022 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, departing said existing easterly ROW line of IH-35, with said existing northerly ROW line of CR304E, same being the southerly boundary line of said 27.194 acre tract, **N 69°12'48" E**, for a distance of **360.76** feet to an iron rod with plastic cap stamped "Inland-4933" set in said existing northerly ROW line of CR304E, same being said southerly boundary of the 27.194 acre tract, for the northeasterly corner of the herein described parcel, and from which a 1/2" iron rod found being the southwesterly corner of that called 12.00 acre tract of land described in Gift Warranty To Deed With Lifetime Estate to Johnnie Ray Martone by instrument recorded in Document No. 2013073865 of the Official Public Records of Williamson County, Texas, same being the southeasterly corner of said 27.194 acre tract, also being said existing northerly ROW line of CR304E, bears N 69°12'48" E, at a distance of 1,213.42 feet;

2) **THENCE**, departing said existing northerly ROW line of CR304E, same being said southerly boundary line of the 27.194 acre tract, **S 20°47'12" E**, for a distance of **26.41** feet to an iron rod with plastic cap stamped "Inland-4933" set in the calculated ROW centerline of CR304E, for the southeasterly corner of the herein described parcel;

THENCE, with said calculated centerline of CR304E, the following two (2) courses:

3) **S 69°02'06" W**, for a distance of **363.45** feet to an iron rod with plastic cap stamped "Inland-4933" set, for an angle point in the southerly boundary line hereof;

4) **S 67°12'37" W**, for a distance of **57.61** feet to an iron rod with plastic cap stamped "Inland-4933" set, for the southwesterly corner of the herein described parcel, and from which a TxDOT Type I Concrete Monument found being the intersection of said existing easterly ROW line of IH-35 and the existing southerly ROW line of CR304E, same being the northwesterly corner of the remainder of that called 568.38 acre tract of land described in Cash Warranty Deed to Schwertner Farms, Inc. by instrument recorded in Document No. 2015010110 of the Official Public Records of Williamson County, Texas, bears S 43°05'48" W, at a distance of 67.12 feet;

5) **THENCE**, departing said calculated centerline of CR304E, **N 43°05'48" E**, for a distance of **67.12** feet to the **POINT OF BEGINNING**, containing 0.2424 acres (10,557 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 direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 2 MAR 2022

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
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STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

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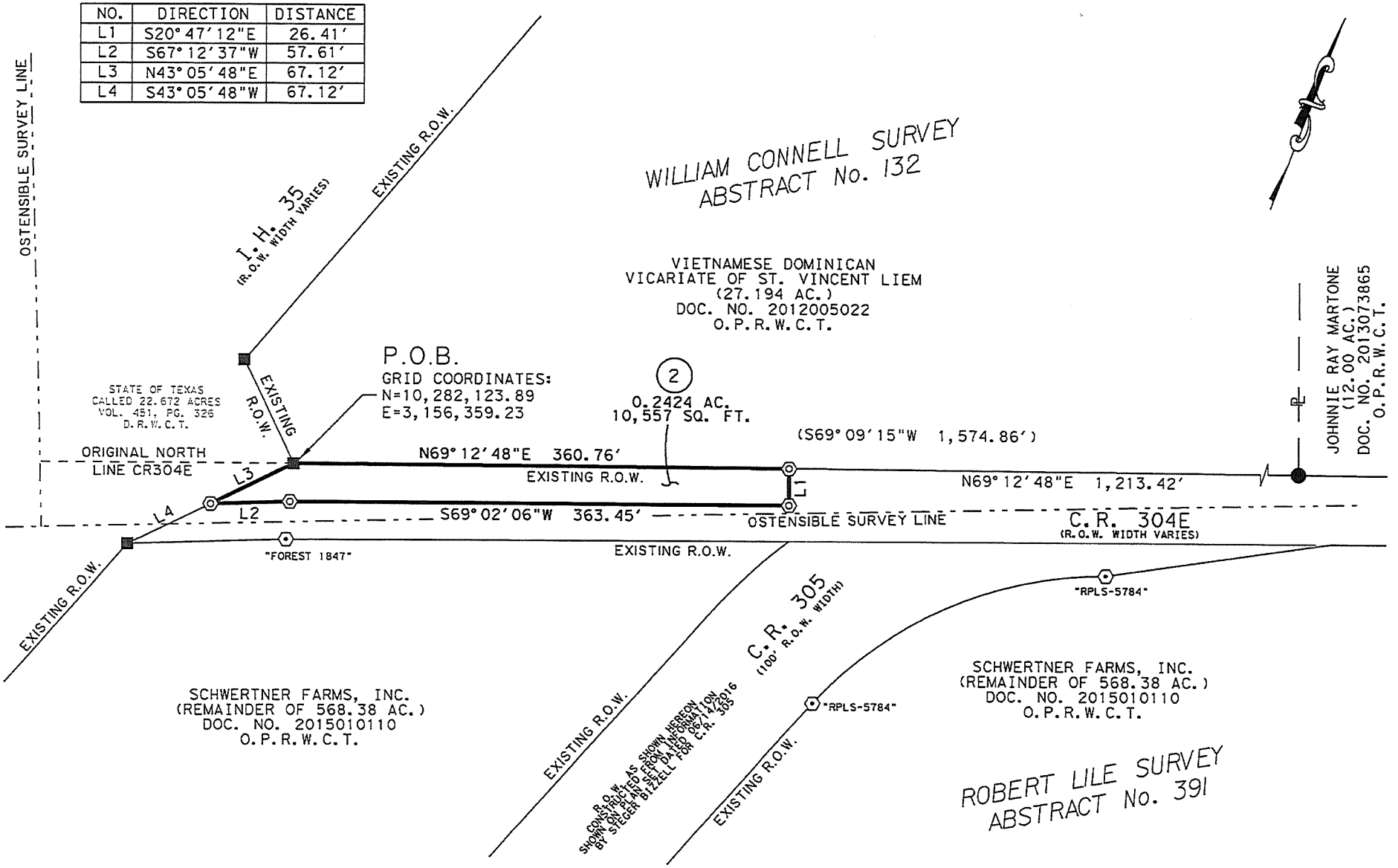
EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	S20°47'12"E	26.41'
L2	S67°12'37"W	57.61'
L3	N43°05'48"E	67.12'
L4	S43°05'48"W	67.12'



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FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

C.R. 304E

SCALE	PROJECT	COUNTY
1" = 100'	CR 304E ABANDONMENT	WILLIAMSON

PARCEL 2
0.2424 ACRES
10,557 Sq. Ft.

S:\Williamson County\CR 304E-REVERSION TRACT\PARCELS\VIETNAMESE-CHURCH.dgn

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	IRON ROD FOUND W/PLASTIC CAP
◎	IRON ROD W/PLASTIC CAP STAMPED "INLAND 4933" SET
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
⌇	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUEMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

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 2 MAR 2022

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

C.R. 304E

SCALE	PROJECT	COUNTY
1" = 100'	CR 304E ABANDONMENT	WILLIAMSON

PARCEL 2
0.2424 ACRES
10,557 Sq. Ft.

S:\Williamson County\CR 304E-REVERSION TRACT\PARCELS\VIETNAMESE-CHURCH.dgn

Deed Report Tue Mar 01 20:13:13 2022
Deed Name: VIETNAMESE-CHURCH REV2-NOTES
Starting Coordinates: Northing 10281782.5016, Easting 3160275.0554

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 69°12'48" E	360.7600	LINE					
S 20°47'12" E	26.4100	LINE					
S 69°02'06" W	363.4500	LINE					
S 67°12'37" W	57.6100	LINE					
N 43°05'48" E	67.1200	LINE					

Ending Coordinates: Northing 10281782.4949, Easting 3160275.0622

Area: 10557.04 S.F., 0.2424 Acres
Total Perimeter Distance> 875.3500
Closure Error Distance> 0.009494 Error Bearing> N 45°34'44" W
Closure Precision> 1 in 92201.9

Deed Report Tue Mar 01 20:13:21 2022
Deed Name: VIETNAMESE-CHURCH REV2-SKETCH
Starting Coordinates: Northing 10281534.2284, Easting 3160290.0930

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 69°12'48" E	360.7600	LINE					
S 20°47'12" E	26.4100	LINE					
S 69°02'06" W	363.4500	LINE					
S 67°12'37" W	57.6100	LINE					
N 43°05'48" E	67.1200	LINE					

Ending Coordinates: Northing 10281534.2218, Easting 3160290.0998

Area: 10557.04 S.F., 0.2424 Acres
Total Perimeter Distance> 875.3500
Closure Error Distance> 0.009494 Error Bearing> N 45°34'44" W
Closure Precision> 1 in 92202.0

Commissioners Court - Regular Session **42.**

Meeting Date: 03/08/2022

CR 111 Drainage Easement

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 accepting a drainage easement from 600 Westinghouse Investments LLC for the CR 111 project (Parcel 50DE). Funding Source: Road Bonds P292.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Drainage Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:13 AM
Form Started By: Charlie Crossfield		Started On: 03/02/2022 04:23 PM
Final Approval Date: 03/03/2022		

DRAINAGE EASEMENT
County Road 111

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That **600 WESTINGHOUSE INVESTMENTS, LLC, a Nevada limited liability company**, and its successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

> All of that certain 7,487 square foot tract of land, more or less, being out of the Calvin Bell Survey, Abstract No. 112, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 50DE**).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld; provided however, that Grantor specifically reserves to itself and its successors and assigns, and by this grant shall specifically be permitted to construct and maintain, at its sole cost and expense, those certain detention and stormwater conveyance facility improvements within the Easement in the location and otherwise in substantial compliance with the design and specifications as set out on the plan sheet(s) attached hereto as Exhibit "B".

EXECUTED on this the ____day of _____, 2022.

[signature page follows]

GRANTOR:

600 WESTINGHOUSE INVESTMENTS, LLC,
a Nevada limited liability company

By: 600 WHI, L.P.,
a Nevada limited partnership, sole Member

By: WHI-GenPar 19-5, L.P.,
a Nevada limited partnership,
General Partner

By: WRIA 19-5, LLC,
a Nevada limited liability company,
General Partner

By:_____
Marcus D. Hiles,
Presiding Member and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on this the 28 day of February, 2022 by Marcus Hiles, in the capacity and for the purposes and consideration recited herein.

STEPHANIE R WILLIS
Notary ID #130278778
My Commission Expires
June 30, 2023

_____
Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

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

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

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

AFTER RECORDING RETURN TO:

EXHIBIT "A"

Proj No. 22009
December 22, 2021

Parcel 50 DE
7,487 Sq.Ft.
Calvin Bell Survey
Abstract No. 112
Williamson County, Texas

DESCRIPTION OF EASEMENT

DESCRIPTION OF A 7,487 SQ FT TRACT OF LAND LOCATED IN THE CALVIN BELL SURVEY, ABSTRACT 112, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 128.37 ACRE TRACT OF LAND CONVEYED TO 600 WESTINGHOUSE INVESTMENTS, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2020052469, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 7,487 SQ FT 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 found in the south right-of-way line of County Road 111, a variable width right-of-way, no dedication found to date, for the northwest corner of that certain called 222.20 acre tract of land conveyed to Bernard S. and Gladys R. Anderson Trust by General Warranty Deed of record in Document No. 2010022971, said Official Public Records, and by Will of record in Document No. 2014096179, said Official Public Records, for the northeast corner of said 128.37 acre tract, and for the northeast corner of the herein described tract;

THENCE, South 21°10'35" East, with the west boundary line of said 222.20 acre tract, same line being the east boundary line of said 128.37 acre tract a distance of 64.68 feet, to a point for the southeast corner of the herein described tract;

THENCE, South 68°49'25" West, over and across said 128.37 acre tract of land, a distance of 183.04 feet, to a point in an east boundary line of that certain called 21.39 acre tract of land conveyed to AIRW 2017-7 LP by Agreement of record in Document No. 2020092414, said Official Public Records, for the southwest corner of the herein described tract, from which point a 1/2 inch iron rod with cap stamped "RPLS 5784" previously set bears with a non-tangent curve to the left an arc distance of 119.70 feet, having a radius of 931.97 feet, a central angle of 007°21'33", and a chord that bears South 36°12'36" West, a chord distance of 119.62 feet;

MLE
12/22/2021

STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

Parcel 50 DE
7,487 Sq.Ft.
Calvin Bell Survey
Abstract No. 112
Williamson County, Texas

THENCE, with a non-tangent curve to the right, with an east boundary line of said 21.39 acre tract, an arc distance of 158.37 feet, having a radius of 931.97 feet, a central angle of 009°44'11", and a chord that bears North 44°49'48" East, a chord distance of 158.18 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" previously set in the south right-of-way line of said County Road 111, same line being the north boundary line of said 128.37 acre tract, for the northeast corner of said 21.39 acre tract, from which point a 1/2 inch iron rod found in the south boundary line of said County Road 111 bears South 68°22'19" West, a distance of 112.96 feet;

THENCE, North 68°17'00" East, with the common boundary line of said County Road 111 and said 128.37 acre tract, a distance of 38.53 feet, to the **POINT OF BEGINNING**, and containing 7,487 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.

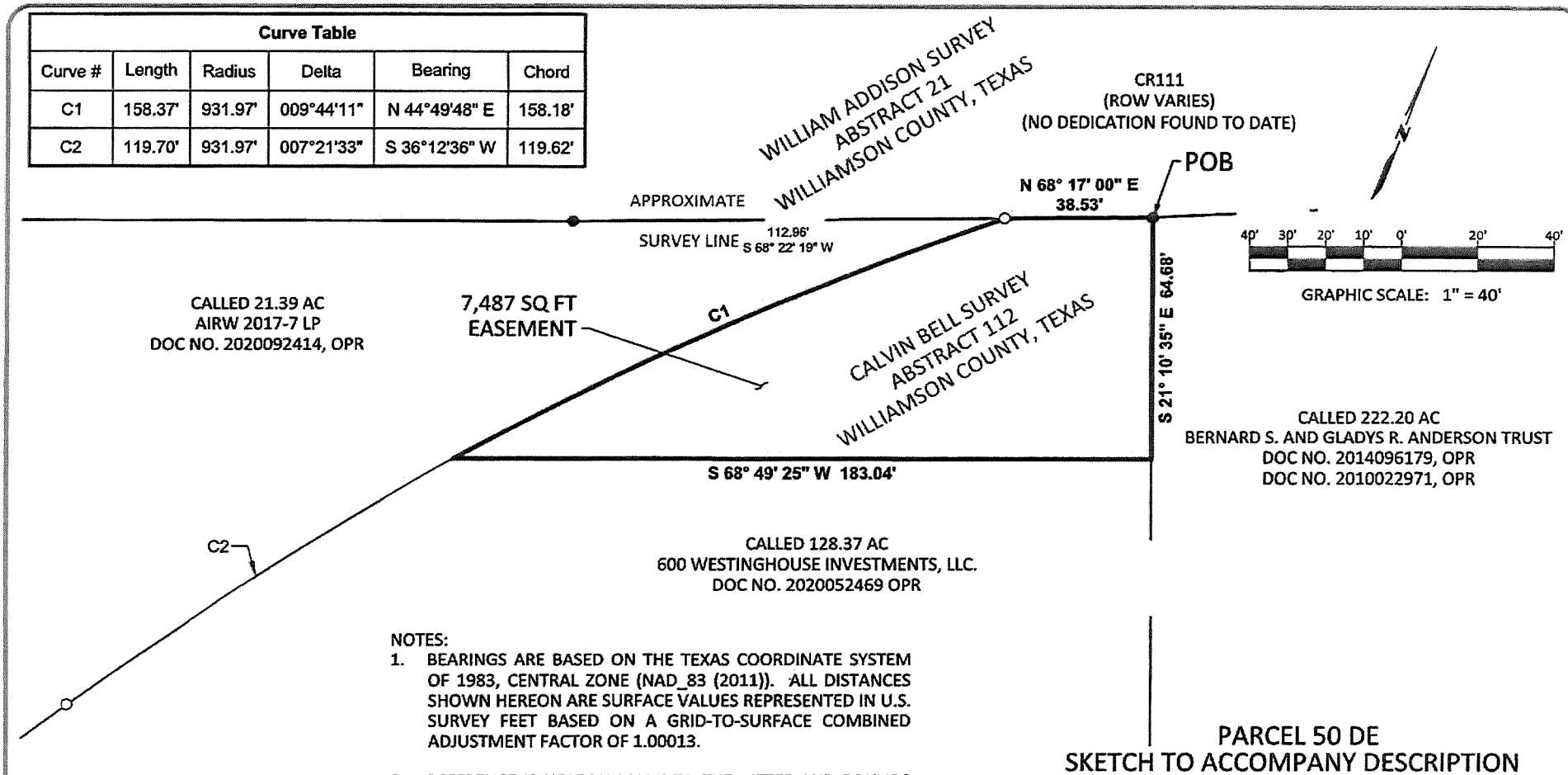
12/22/2021

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\Descriptions\DESCRIPTION OF ESMT PARCEL 50 DE.docx

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	158.37'	931.97'	009°44'11"	N 44°49'48" E	158.18'
C2	119.70'	931.97'	007°21'33"	S 36°12'36" W	119.62'



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.

LEGEND

●	IRON ROD FOUND (1/2" 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
○	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

12/22/2021

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

PARCEL 50 DE
SKETCH TO ACCOMPANY DESCRIPTION OF A 7,487 SQ FT EASEMENT OUT OF CALLED 128.37 AC CONVEYED TO 600 WESTINGHOUSE INVESTMENTS, LLC. DOC NO. 2020052469 OPR WILLIAMSON COUNTY, TEXAS

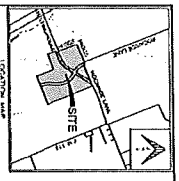
STEGER BIZZELL

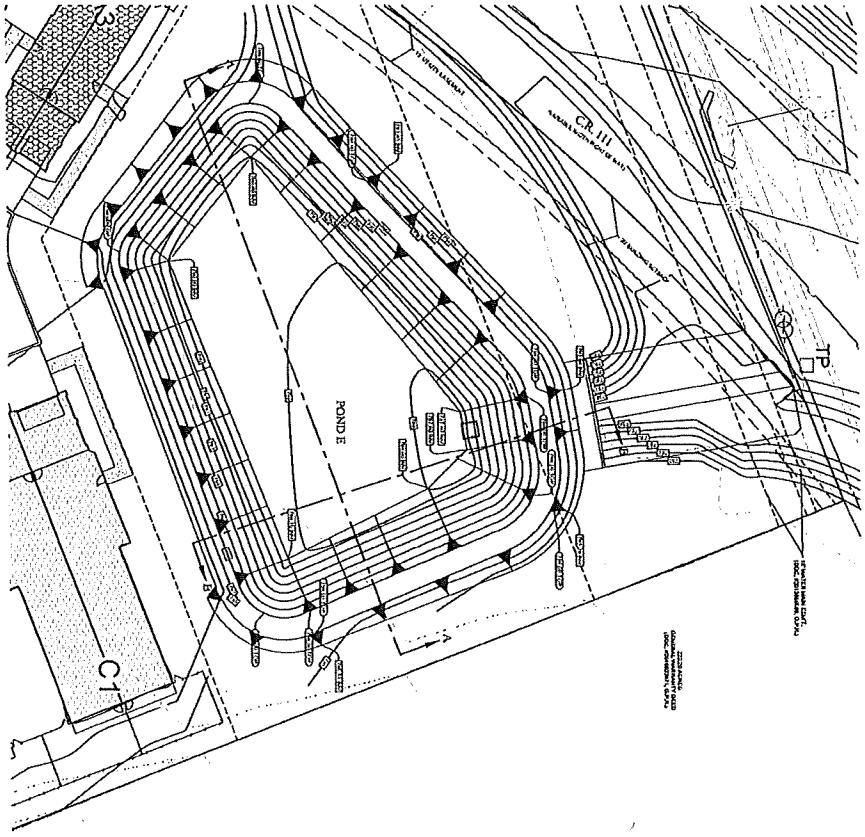
ADDRESS 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
METRO 512.930.9412 | TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700 | WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

DATE 12-22-2021 JOB NO. 22009

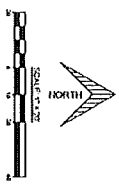
J:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\CAD\WSUD EASEMENTS\22009-ESMT-JWSUD-PARCEL 50 DE.dwg, Layout1, 12/23/2021 8:08:24 AM

EXHIBIT "B"





REFERENCE PRIVATE DEVELOPMENT PLANS FOR DETAILS.



POND E EXHIBIT

35	2213-WILLIAMSON	MANSIONS ADDITION WILLIAMSON COUNTY, TEXAS 78626 POND E	MACINA • BOSE • COPELAND & ASSOC., INC. CONSULTING ENGINEERS AND LAND SURVEYORS

Commissioners Court - Regular Session **43.**

Meeting Date: 03/08/2022

Rule 11 Agreement on CR 111

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 settlement and mediation Rule 11 agreement with Donna Wicker, Brian Gawarecki and Adam Gawarecki for right of way needed on the CR 111 project (Parcels 5 & 6). Funding Source: Road Bonds P292.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rule 11

Parcel 5

Parcel 6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:14 AM
Form Started By: Charlie Crossfield		Started On: 03/02/2022 04:36 PM
Final Approval Date: 03/03/2022		

Mylan:

Per our settlement at the December 13, 2021 mediation, this letter is intended as a Rule 11 agreement memorializing the parties' agreement to settle the following Williamson County condemnation lawsuits: (1) Cause No 20-0970-CC3 and Cause No. 20-0971-CC4 (Parcels 5 and Parcel 6) under the following terms:

1. Williamson County will pay the total sum of $769,500.00 to resolve all matters for Parcels 5 and Parcel 6 minus the amount paid into the Court's Registry ($459,956.00). Therefore, a total of $309,544.00 will be made payable to the Marrs Ellis & Hodge LLP as trustees for the landowners for Parcel 5 and Parcel 6.

2. The apportionment of the settlement funds of $769,500.00 as to Parcel 5 and Parcel 6 will be decided by the landowners and provided to Williamson County by December 15, 2021.

3. Williamson County will make the final payment of $309,544.00 within 45 days of ~~this settlement~~ the date the judgment is signed given that the landowners have provided and signed all the necessary settlement documents.

4. The above settlement is pending approval of the Williamson County Commissioners.

x VC
x mws JM

Mylan V. Shaunfield
Attorney for Williamson County

Valerie Covey
Valerie Covey

Donna Wicker
Donna Wicker

Brian Gawarecki

Adam Gawarecki

Jacob Merkord
Luke Ellis
Attorneys for the Landowners

Bill Gravell, Jr.
Williamson County Judge

EXHIBIT ____

County: Williamson
Parcel: 5
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 5

BEING 3.192 acres (139,035 Square Feet) of land, situated in the J. Mott Survey, Abstract No. 427, in Williamson County, Texas, said land being a portion of that certain tract of land, called 60 acres, as conveyed to Donna Gawarecki Family Land Trust by deeds recorded as Document No. 9707225 and 9816901 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a calculated point (Surface Coordinates determined as N=10190214.96, E= 3142036.85) on the south line of County Road No. 111 (Westinghouse Road), for the most northerly Northeast corner of the above-referenced 60 acre Donna Gawarecki Family Land Trust tract, being the Northwest corner of that certain tract of land called 2.00 acres, as conveyed to Donna H. Gawarecki as Trustee for Brian Michael Gawarecki & Adam Wayne Gawarecki by deed as recorded in Volume 933, Page 846, of the Deed Records of Williamson County, Texas, for the Northeast corner hereof, from which a fence corner found for the southwest corner of said 2.00 acre tract bears S 28°56'00" E, 253.19 feet;

THENCE, along an easterly line of the said 60 acre Donna Gawarecki Family Land Trust tract, being the west line of the said 2.00 acre Gawarecki tract, S 28°56'00" E, 113.69 feet to an iron pin set 88.00 feet right of Engineers Centerline Station 43+80.25 for the Southeast corner hereof;

THENCE, S 69°11'00" W, 580.25 feet to an iron pin set 88.00 feet right of Engineers Centerline Station 38+00.00; S 80°29'45" W, 101.98 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 37+00.00 and S 69°11'00" W, 652.45 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 30+47.55 on the west line of the said 60 acre Donna Gawarecki Family Land Trust tract, being the east line of that certain tract of land, called 60 acres, as conveyed to Danny Hullum Family Land Trust by deed recorded as Document No. 9707226 and Document No. 9816900 of the Official Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, N 21°28'30" W, 98.54 feet to an iron pin set 30.53 feet left of Engineers Centerline Station 30+46.42 on the said south line of County Road No. 111, for the Northwest corner of the said 60 acre Donna Gawarecki Family Land Trust tract, being the Northeast corner of the said 60 acre Danny Hullum Family Land Trust tract, for the Northwest corner hereof;

THENCE, along the said south line of County Road No. 111, N 69°26'45" E, 1,317.80 feet to the Place of **BEGINNING** and containing 3.192 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

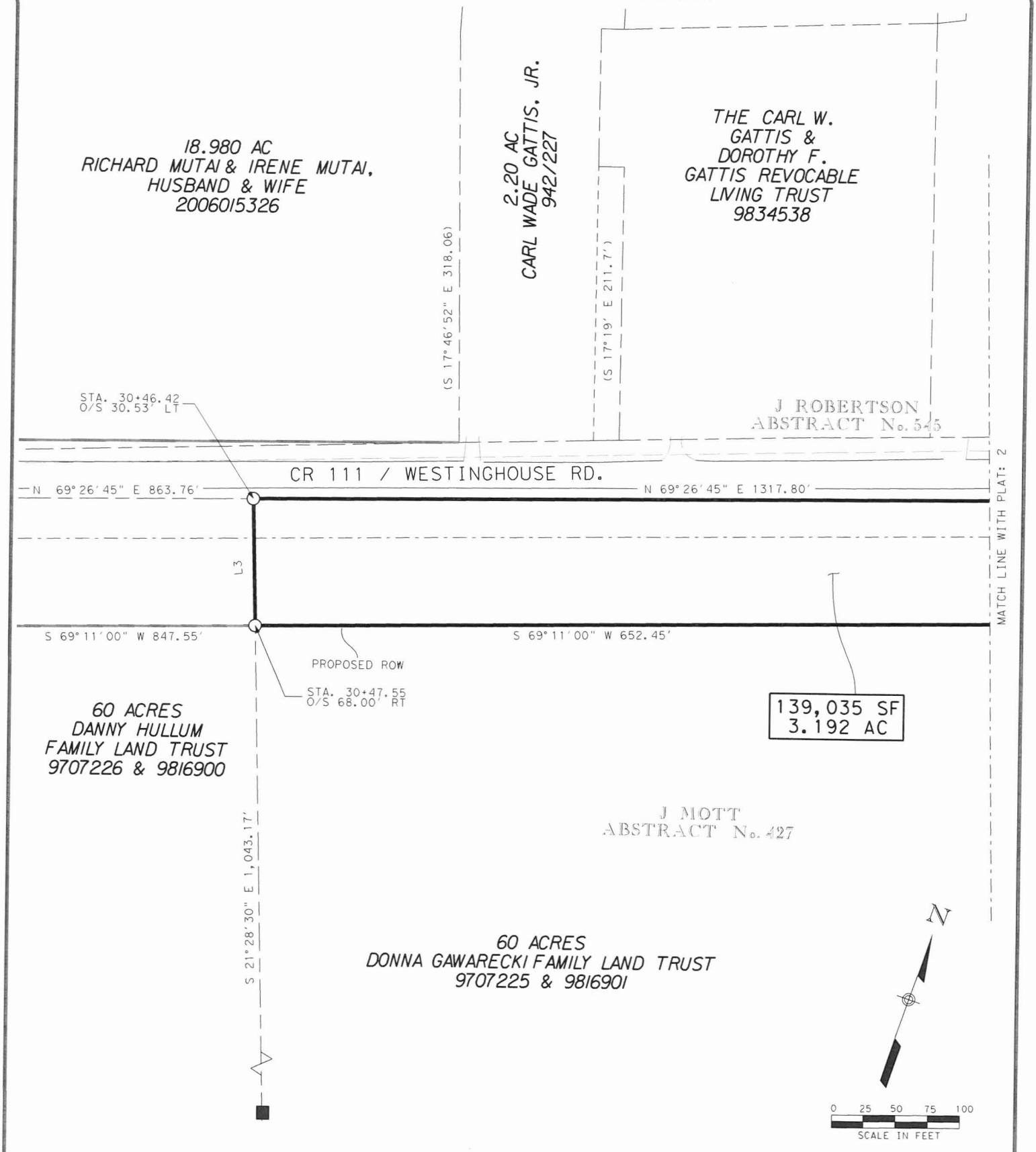
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.

Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

Project No. 22009-5

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 5.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



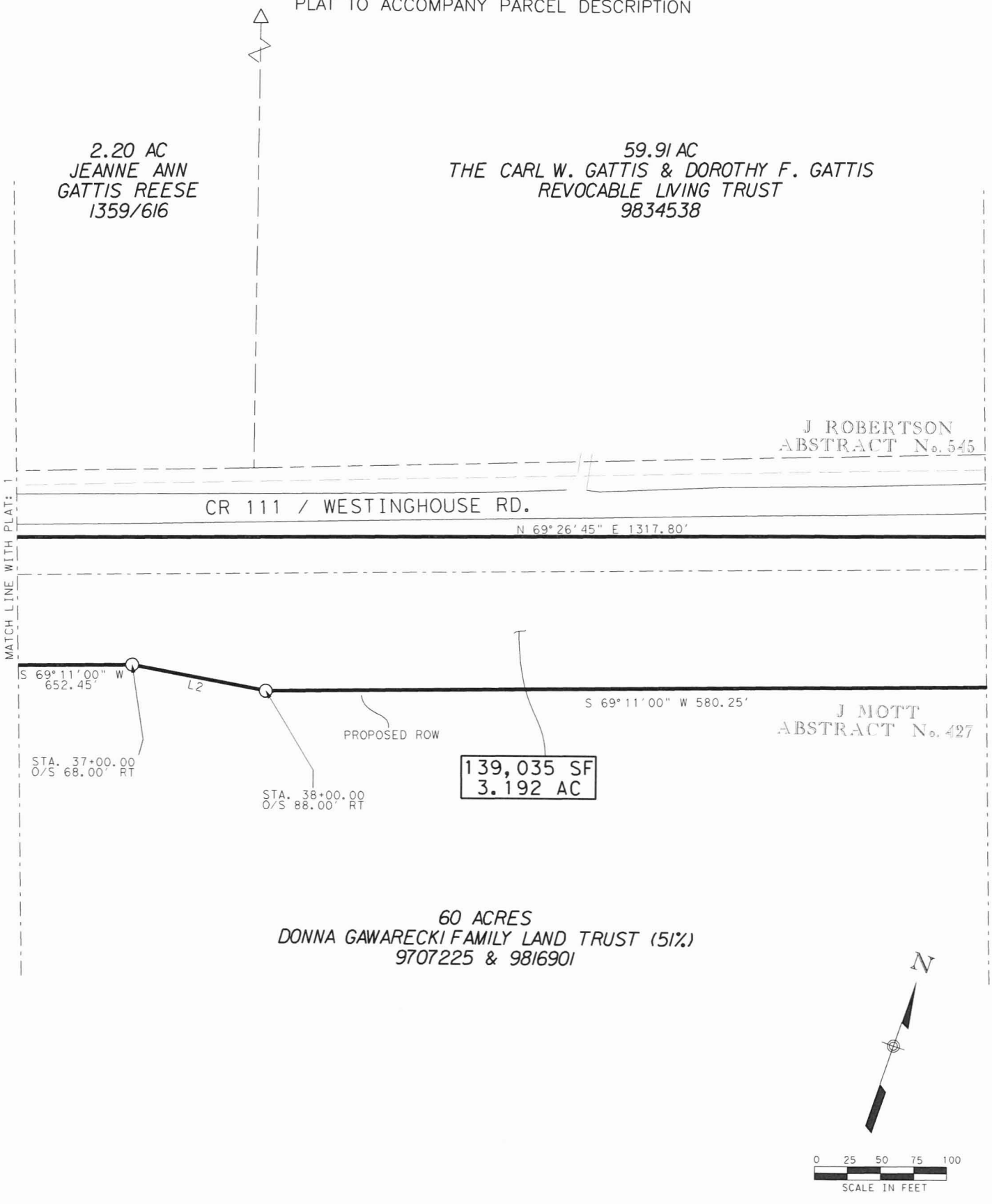
STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE/TBPLS FIRM No. 10001700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DONNA GAWARECKI FAMILY LAND TRUST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	5	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION



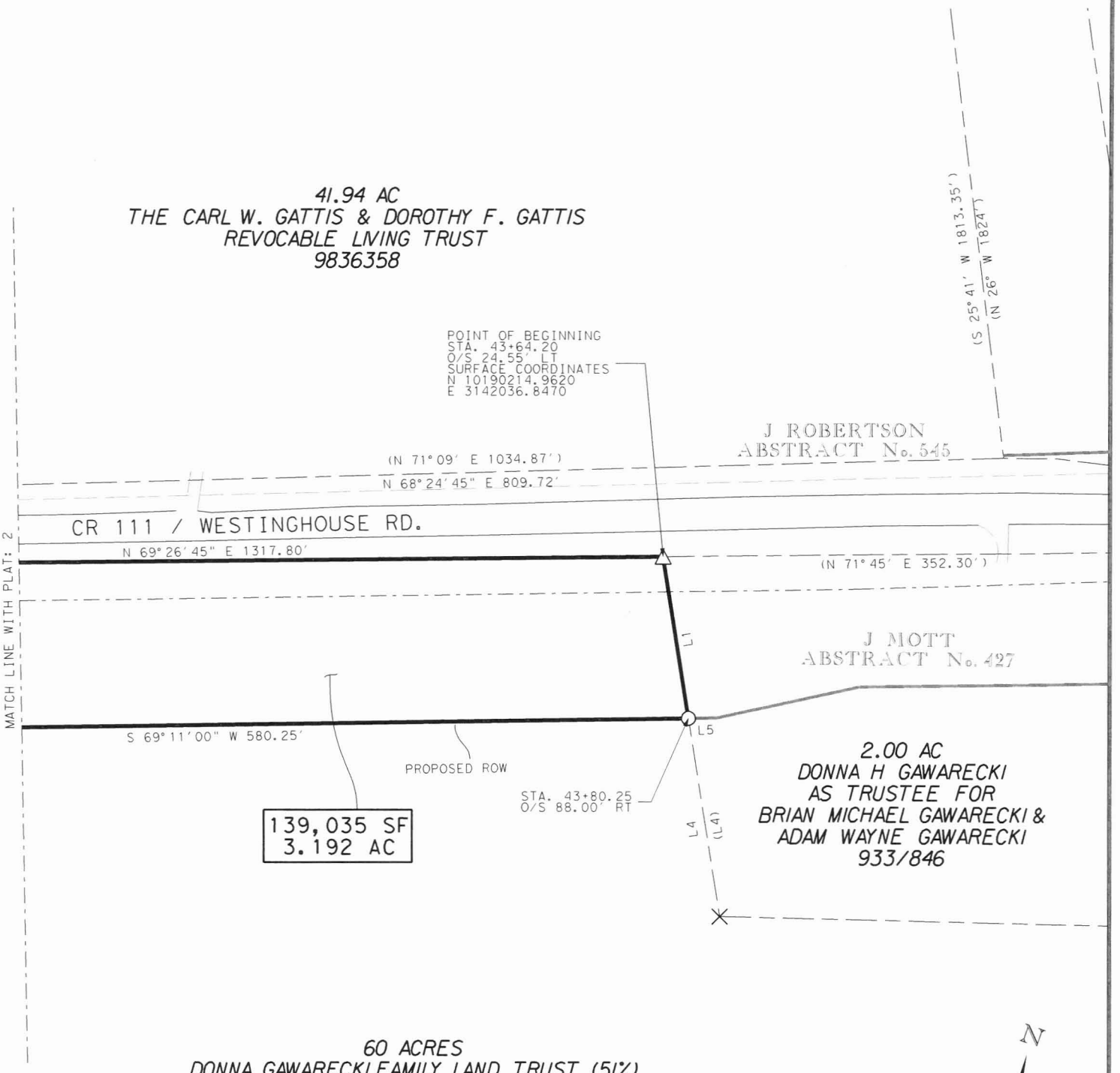
STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-181 TBLS FIRM No. 10001700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DONNA GAWARECKI FAMILY LAND TRUST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	5	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL
ADDRESS: 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
METRO: 512.930.9412 | TBPE FIRM F-181 TBPLS FIRM No. 10001700 | WEB: STEGERBIZZELL.COM
SERVICES: >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DONNA GAWARECKI FAMILY LAND TRUST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	5	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- —/\— LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	S 28°56'00" E	113.69'
L2	S 80°29'45" W	101.98'
L3	N 21°28'30" W	98.54'
(L4)	N 26°15' W	250.86'
L4	N 28°56'00" W	139.50'
L5	N 69°11'00" E	19.75'

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 239, PG. 65
2. TEXAS POWER & LIGHT COMPANY, VOL. 296, PG. 166
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 401
4. SOUTHWESTERN STATES TELEPHONE COMPANY VOL. 438, PG. 46
5. SOUTHWESTERN STATES TELEPHONE COMPANY VOL. 450, PG. 263
6. SPRINT COMMUNICATIONS COMPANY, L.P. & OTHERS DOCUMENT NO. 2015058336
7. AGREEMENT WITH MISSOURI-KANSAS-TEXAS RAILROAD COMPANY OF TEXAS, VOL. 245, PG. 163

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.

12-15-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-101 TBLS FIRM No. 10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DONNA GAWARECKI FAMILY LAND TRUST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	5	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT ____

County: Williamson
Parcel: 6
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 6

BEING 0.772 of an acre (33,629 Square Feet) of land, situated in the J. Mott Survey, Abstract No. 427, in Williamson County, Texas, said land being a portion of that certain tract of land, called 2.00 acres, as conveyed to Donna H. Gawarecki as Trustee for Brian Michael Gawarecki & Adam Wayne Gawarecki by deed as recorded in Volume 933, Page 846, of the Deed Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a calculated point (Surface Coordinates determined as N=10190338.59, E=3142366.75) on the south line of County Road No. 111 (Westinghouse Road), for the Northeast corner of the above-referenced 2.00 acre Gawarecki tract being the west line of that certain tract of land as conveyed to the City of Georgetown by deed as recorded in Volume 1970, Page 497, of the Official Records of Williamson County, Texas, for the Northeast corner hereof, from which a ½-inch iron rebar found for the southwest corner of the above referenced 2.00 acre Gawarecki tract bears S 27°48'30" E, 263.91 feet;

THENCE, along the east line of the said 2.00 acre Gawarecki tract, being the west line of the said City of Georgetown tract, S 27°48'30" E, 91.55 feet to an iron pin set 71.96 feet right of Engineers Centerline Station 47+26.42 for the Southeast corner hereof;

THENCE, S 69°11'00" W, 227.65 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 45+00.00; S 57°52'30" W, 101.98 feet to an iron pin set 88.00 feet right of Engineers Centerline Station 44+00.00; and S 69°11'00" W, 19.75 feet to an iron pin set 88.00 feet right of Engineers Centerline Station 43+80.25 on the west line of the said 2.00 acre Gawarecki tract, being an easterly line of that certain tract of land, called 60 acres, as conveyed to Donna Gawarecki Family Land Trust by deed recorded as Document No. 9707225 and 9816901, of the Official Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, N 28°56'00" W, 113.69 feet to a calculated point on the said south line of County Road No. 111, for the Northwest corner of the said 2.00 acre Gawarecki tract, being the most northerly Northeast corner of the said 60 acre Donna Gawarecki Family Land Trust tract, for the Northwest corner hereof;

THENCE, along the said south line of County Road No. 111, N 69°27'30" E, 352.30 feet to the Place of **BEGINNING** and containing 0.772 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

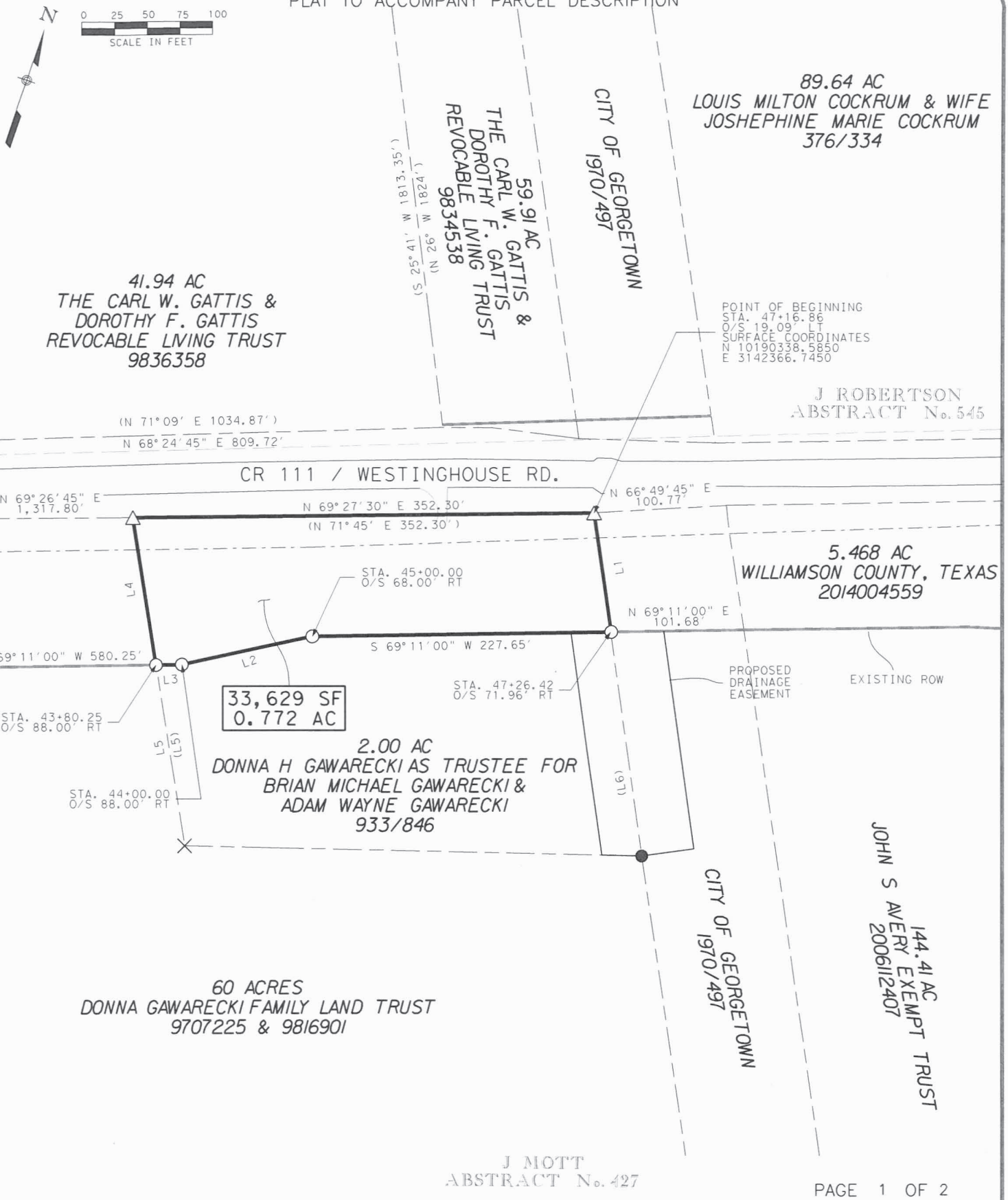
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.

Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

Project No. 22009-6

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 6.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-181 TBLS FIRM No. 10007700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DONNA GAWARECKI AS TRUSTEE FOR
BRIAN AND ADAM GAWARECKI

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	6	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- —/\— LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	S 27°48'30" E	91.56'
L2	S 57°52'30" W	101.98'
L3	S 69°11'00" W	19.75'
L4	N 28°56'00" W	113.69'
(L5)	N 26°15' W	230.86'
L5	S 28°56'00" E	139.50'
(L6)	S 25°30' E	250.42'

NOTES:
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4. SOUTHWESTERN STATES TELEPHONE COMPANY VOL. 438, PG. 46
5. SOUTHWESTERN STATES TELEPHONE COMPANY VOL. 450, PG. 263
6. TEXAS POWER & LIGHT COMPANY AND THE GENERAL TELEPHONE COMPANY, VOL. 1033, PG. 113
7. SPRINT COMMUNICATIONS COMPANY, L.P. & OTHERS DOCUMENT NO. 2015058336
8. AGREEMENT WITH MISSOURI-KANSAS-TEXAS RAILROAD COMPANY OF TEXAS, VOL. 245, PG. 163

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12-15-16

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REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-181 TBLS FIRM No. 10001700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DONNA GAWARECKI AS TRUSTEE FOR
BRIAN AND ADAM GAWARECKI

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	6	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

Commissioners Court - Regular Session **44.**

Meeting Date: 03/08/2022

CR 129 Real Estate Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Daine H. Smith and Cynthia M. Smith for right of way and temporary construction easement needed on the CR 129 project (Parcel 7). Funding Source: Road Bonds P375.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Smith Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:15 AM
Form Started By: Charlie Crossfield		Started On: 03/02/2022 04:39 PM
Final Approval Date: 03/03/2022		

REAL ESTATE CONTRACT
County Road 129 Right of Way—Parcel 7

THIS REAL ESTATE CONTRACT ("Contract") is made by **DAINE H. SMITH and wife, CYNTHIA M. SMITH** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> Being a 0.4356 acre (18,975 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 7**);
>
> Temporary Construction Easement interest in and across a 0.30 acre (13,139 square foot) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, Williamson County, Texas; said parcel being further described in the parcel sketch on Exhibit "A" attached hereto **(Parcel 7TCE);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of FORTY-SIX THOUSAND and 00/100 Dollars ($46,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. Driveway Reconstruction. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that Seller's existing driveway reconnection as part of the CR 129 roadway construction project shall consist of concrete material, and shall otherwise be constructed according to the plans, specifications and terms contained in the Temporary Construction and Grading Easement form attached hereto as Exhibit "C".

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 the right of way Property described in Exhibit "A", and deliver a duly executed and acknowledged Temporary Construction and Grading Easement document, conveying such interest in and to the portion of the Property identified therein in Exhibit "A", both free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein. The Temporary Construction and Grading Easement shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

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 June 1, 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:

Daine H Smith

Daine H. Smith

Address: 851 C.R. 129
Taylor, Tx 76574

Date: 02-17-2022

Cynthia M Smith

Cynthia M. Smith

Date: 2-17-2022

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

December 15, 2021

PROPERTY DESCRIPTION FOR PARCEL 7

DESCRIPTION OF a 18,975 square foot (0.4356 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 Daine H. Smith and wife, Cynthia M. Smith by Warranty Deed dated February 28, 1997, as recorded in Document No. 9708851, Official Records, Williamson County, Texas (O.R.W.C.T.); said 18,975 square foot (0.4356 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 Smith tract, being at a corner in the west line of that tract described as 39.797 acres (Tract A) conveyed to Marilyn Elaine Adams Morgan, Trustee of the Marilyn Elaine Adams Morgan Revocable Trust dated July 11, 2012 by Warranty Deed dated July 11, 2012, as recorded in Document No. 2012058561, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.);

THENCE, North 89°25'05" West, along the south line of said 5.00 acre Smith tract and the west line of said 39.797 acre Marilyn Elaine Adams Morgan Revocable Trust tract, a distance of 486.78 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 62.00 feet right of Engineer's Baseline Station 26+67.12 and having Surface Coordinates of North=10,151,732.83, East=3,189,223.38;

1) **THENCE, North 89°25'05" West**, continuing along the south line of said 5.00 acre Smith tract and the west line of said 39.797 acre Marilyn Elaine Adams Morgan Revocable Trust tract, a distance of **47.29 feet** to a point at the southwest corner of said 5.00 acre Smith tract, being at a corner in the west line of said 39.797 acre Marilyn Elaine Adams Morgan Revocable Trust tract, and being in the exiting east right-of-way line of CR 129 (varying width);

2) **THENCE, North 08°20'26" East**, along the west line of said 5.00 acre Smith tract and the existing east right-of-way line of CR 129, a distance of **412.84 feet** to a 1/2-inch iron rod found at the northwest corner of said 5.00 acre Smith tract, being at the southwest corner 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, O.P.R.W.C.T.;

PROPERTY DESCRIPTION FOR PARCEL 7

3) **THENCE, South 89°23'39" East**, along the north line of said 5.00 acre Smith tract and the south line of said 5.00 acre Cotton tract, a distance of **45.48 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 62.00 feet right of Engineer's Baseline Station 30+79.70, from which a 1/2-inch iron rod found at the northeast corner of said 5.00 acre Smith tract, being at the southeast corner of said 5.00 acre Cotton tract, bears South 89°23'39" East, a distance of 486.81 feet;

4) **THENCE, South 08°05'28" West**, along the proposed east right-of-way line of CR 129, crossing said 5.00 acre Smith tract, a distance of **412.58 feet** to the **POINT OF BEGINNING** and containing 18,975 square feet (0.4356 of one acre) of land, more or less.

TEMPORARY CONSTRUCTION EASEMENTS

In addition thereto, there is a 556 square foot (0.0128 of one acre) Temporary Construction Easement and a 12,583 square foot (0.2889 of one acre) Temporary Construction Easement along a portion of the proposed east right-of-way line of CR 129. Said Temporary Construction Easements lie east of and adjacent to a portion of the proposed right-of-way acquisition as described in the above metes and bounds. Upon completion of construction, said Temporary Construction Easements shall revert automatically back to the Grantor.

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

December 15, 2021

PROPERTY DESCRIPTION FOR PARCEL 7

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 15th day of December, 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

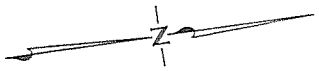
PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

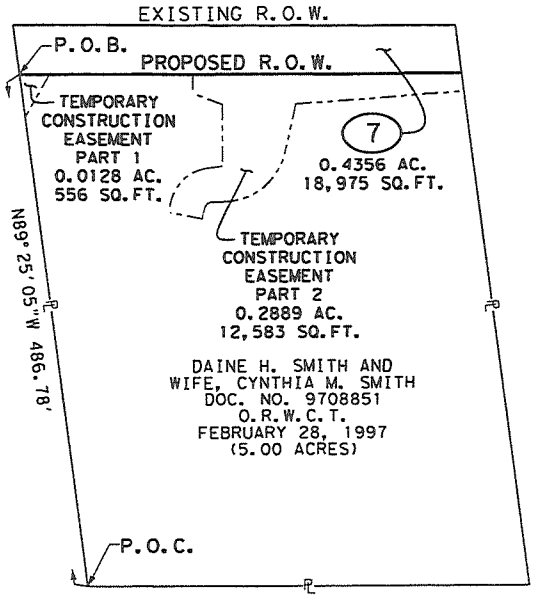
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 129 Williamson County/Parcel 7

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)
	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



CR 129
(R.O.W. WIDTH VARIES)



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 XXXXX XXXXXXXXX XXXXXXXX XXXXXXX IN XXXXX 2020.
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. XXXXXXX-XXX ISSUED BY XXXXX XXXXXXXXX XXXXXXXX XXXXXXX, EFFECTIVE DATE XXX XX, 2020, ISSUED DATE XXX XX, 2020.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. XXXXXXXX, SUBJECT TO:

   1A. XXXXX XXXXX X XXXXX XXXXXXX XXXXXXXX XXXXXXX XXXXXXXX XX XXXXXXX XX XXX. XXX, XX. XXX, XXXX XXXXXXX, XXXXXXXXXX XXXXXX, XXXXX, XXXXXXX XX XXXXX.

REVISIONS

RECORD	ACQUISITION	REMAINING RT
5.00 AC. (217,800 SQ.FT.)	0.4356 AC. (18,975 SQ.FT.)	4.56 AC. (198,825 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.

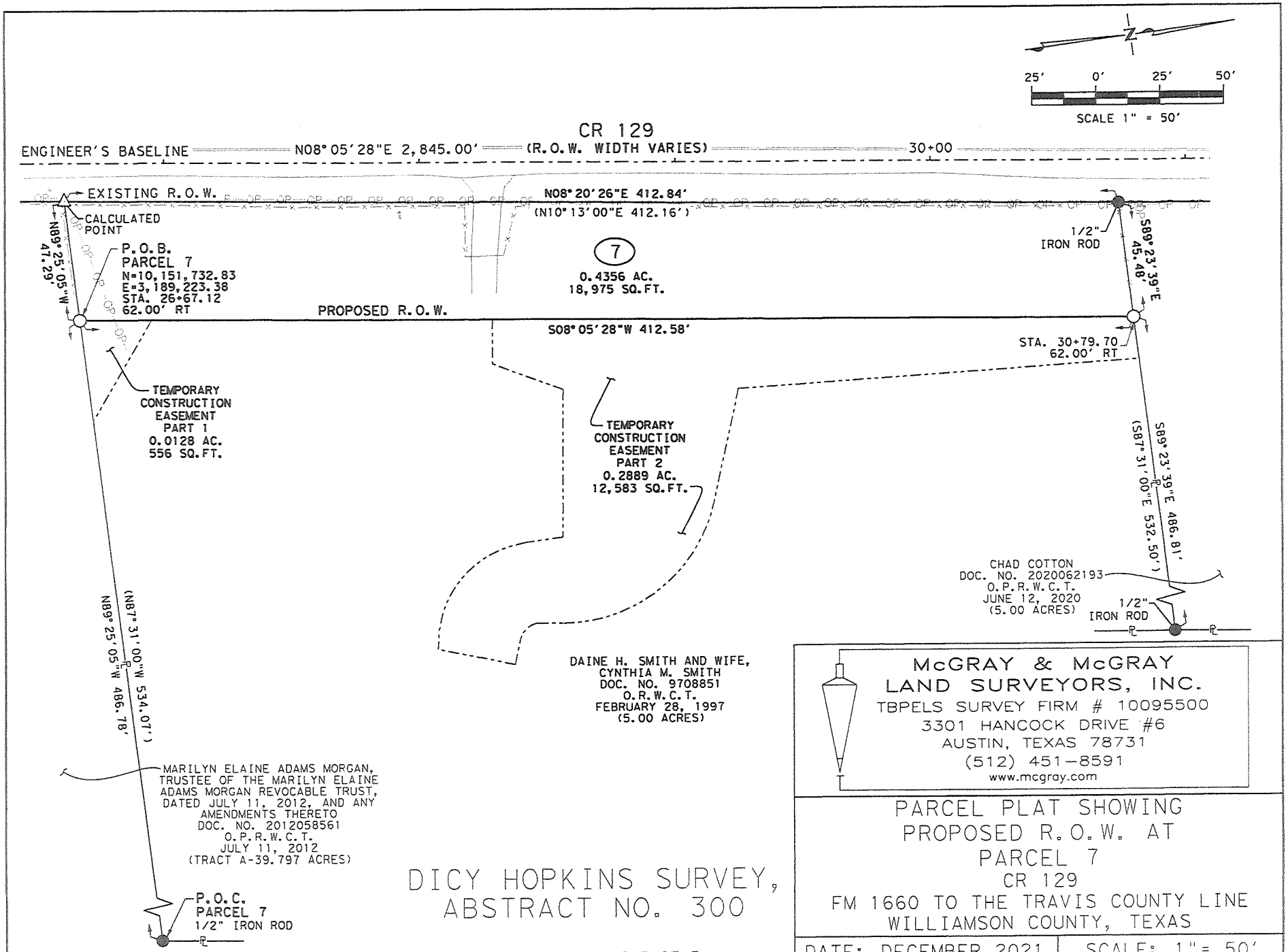
PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

12/15/2021
DATE

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 7 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DATE: DECEMBER 2021 | SCALE: N.T.S.



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3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
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PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 7

CR 129
FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: DECEMBER 2021 | SCALE: 1" = 50'

EXHIBIT "B"

Parcel 7

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 **DAINE H. SMITH and wife, CYNTHIA M. SMITH**, 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 0.4356 acre (18,975 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 7**)

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:

_____
Daine H. Smith

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Daine H. Smith, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Cynthia M. Smith

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Cynthia M. Smith, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

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

AFTER RECORDING RETURN TO:

EXHIBIT "C"

TEMPORARY CONSTRUCTION AND GRADING EASEMENT
CR 129 Driveway Reconstruction and Site Grading

KNOW ALL PERSONS BY THESE PRESENTS:

That DAINE H. SMITH and wife, CYNTHIA M. SMITH, (hereafter referred to as "Grantor"), whether one or more, in consideration of One Dollar ($1.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to WILLIAMSON COUNTY, TEXAS, its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction and grading easement for the purpose of (1) constructing and/or reconstructing a concrete material driveway entrance(s) to the remaining property of Grantor and, and any associated grading and drainage therewith, and (2) to construct, install, repair, remove and replace earthen and vegetative materials for modification of surface grade and slope from the adjacent CR129 roadway improvements and across portions of the remaining property of Grantor ("Project"), in, along, upon and across the property described on the sketch as shown in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement.

The construction, reconstruction and/or removal of any improvements, driveway, curbs, or other related facilities on the Property shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "B" and incorporated herein.

The parties further agree as follows:

Temporary Fencing: In connection with the proposed CR 129 roadway improvements construction project, Grantee shall install chain link fencing and a temporary gate improvements on and along the boundary of the Property, according to the specifications and locations as shown in further detail on the plan sheets attached hereto, and which shall be sufficient to contain any livestock or grazing stock within the remaining property of Grantor outside of the easement Property ("Temporary Fencing"). The installation of the Temporary Fencing shall be completed prior to the removal of any existing fencing within the easement Property area required for completion of the Project activities.

For the protection of the Project and the remaining property of Grantor, the Grantor shall not remove the Temporary Fencing or otherwise construct any improvements upon the Property until provided with written notice of substantial completion of the Project from Grantee ("Removal Notice"). Upon providing the Removal Notice the Temporary Fencing shall become the property of Grantor, and Grantor may construct permanent replacement fencing ("Permanent Fencing") on the new right of way property line, and shall have the right to remove and dispose of the Temporary Fencing, at any time subsequent thereto and at its sole discretion.

Following completion of work within the temporary construction easement area Property described in Exhibits "A", Grantee shall at its expense and within ninety (90) days of completion of the work restore any Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed previous to Grantee's entry upon the Property, or otherwise in compliance with the specifications

as set out on the plans in Exhibit "B", taking into consideration the use and purposes to which the Property is to be put.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the Project construction activities described above and as shown on Exhibit "B". This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall fully revert to Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the earlier of (a) the expiration of eight (8) months after the date of Grantee's first entry upon the Property for the purposes granted herein, (b) on the date of completion of construction of the Project, or (c) on December 31, 2024, whichever occurs first.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

At no time during the grant of this easement shall Grantor be denied reasonable vehicular ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee to do so in advance.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective the _____ day of _____, 2022.

[signature page follows]

GRANTOR:

_____
Daine H. Smith

Acknowledgment

State of Texas §
§
County of _____ §

This instrument was acknowledged before me on this the ____ day of _____ _____, 2022 by Daine H. Smith, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Cynthia M. Smith

Acknowledgment

State of Texas §
§
County of _____ §

This instrument was acknowledged before me on this the ____ day of _____ _____, 2022 by Daine H. Smith, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

ACCEPTED AND AGREED BY GRANTEE:

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 herein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

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

AFTER RECORDING RETURN TO:

EXHIBIT "B" (Page 1 of 6)

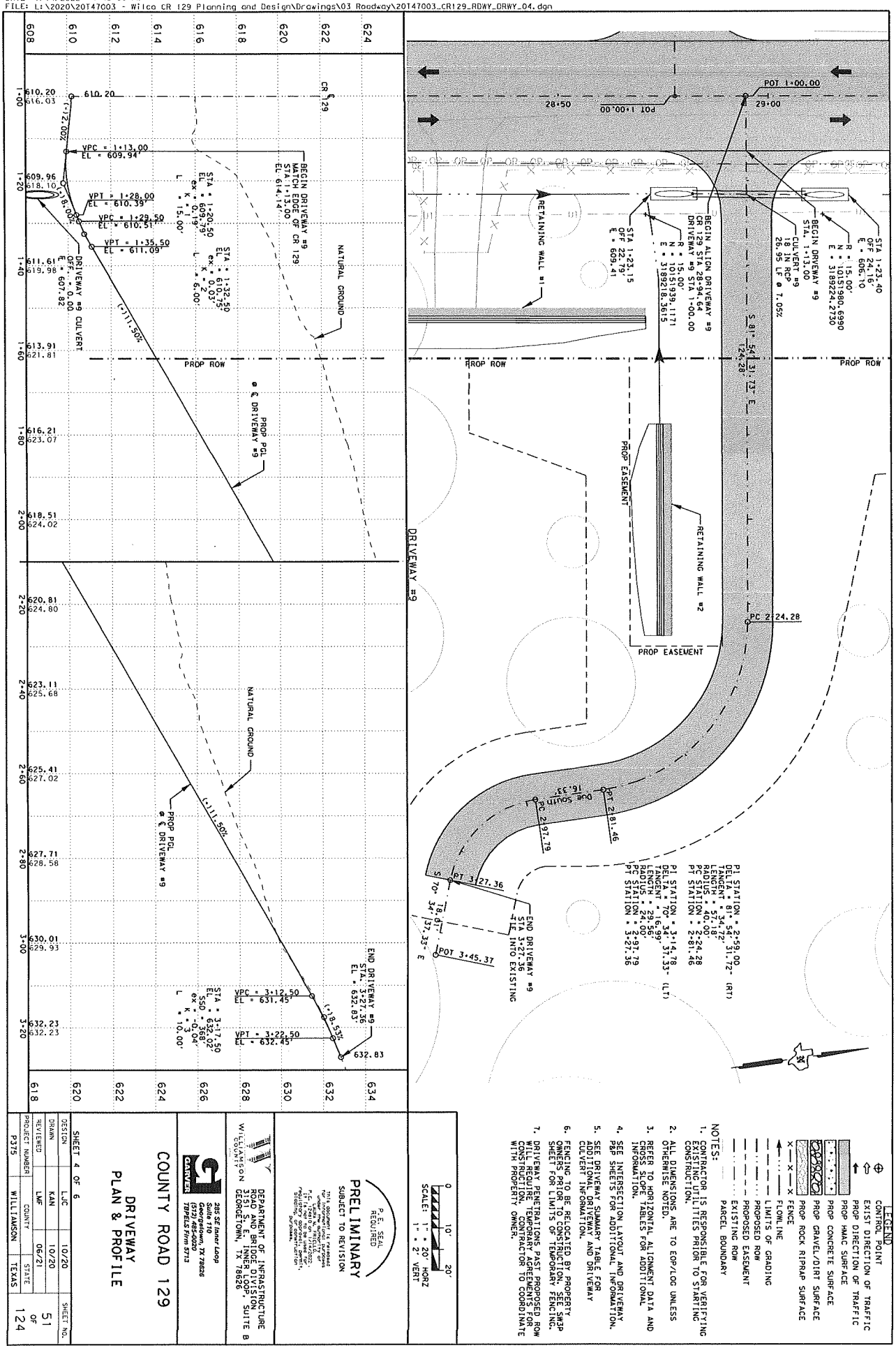
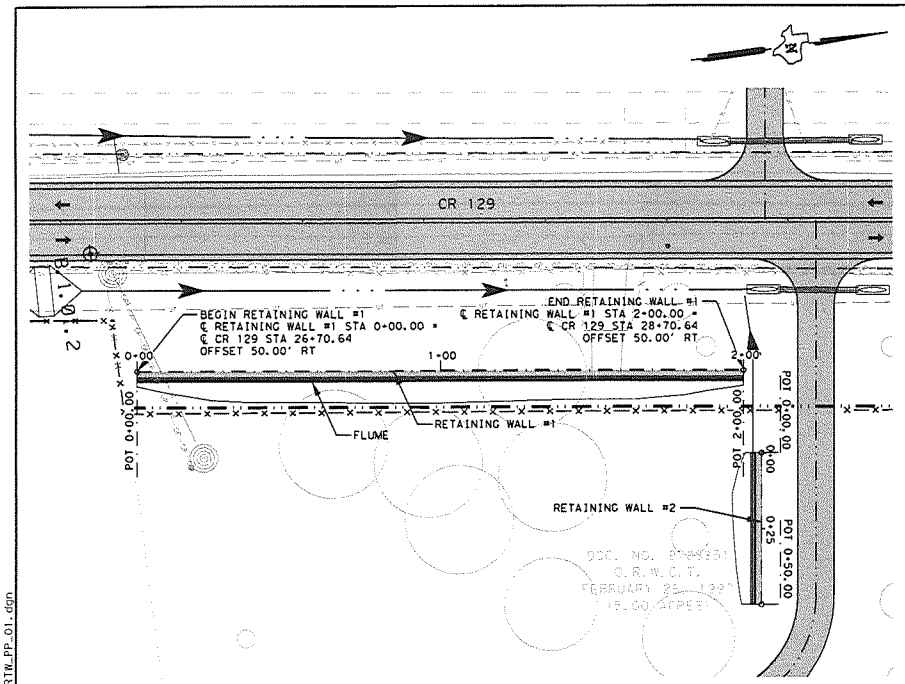
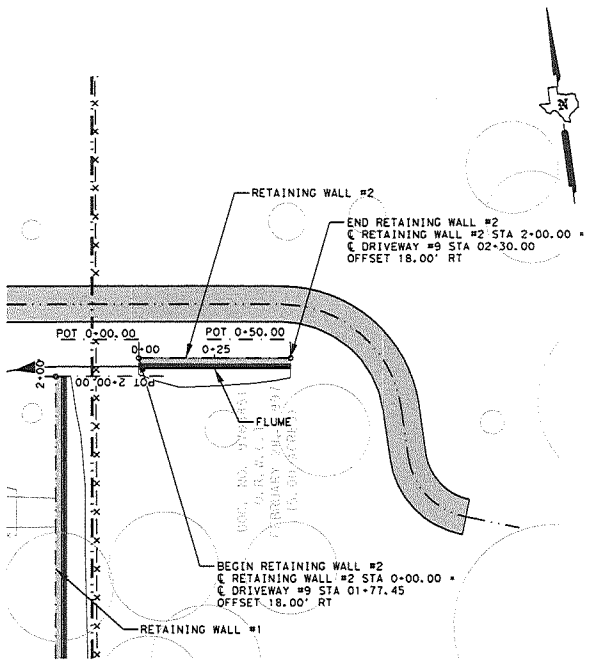


EXHIBIT "B" (Page 2 of 6)



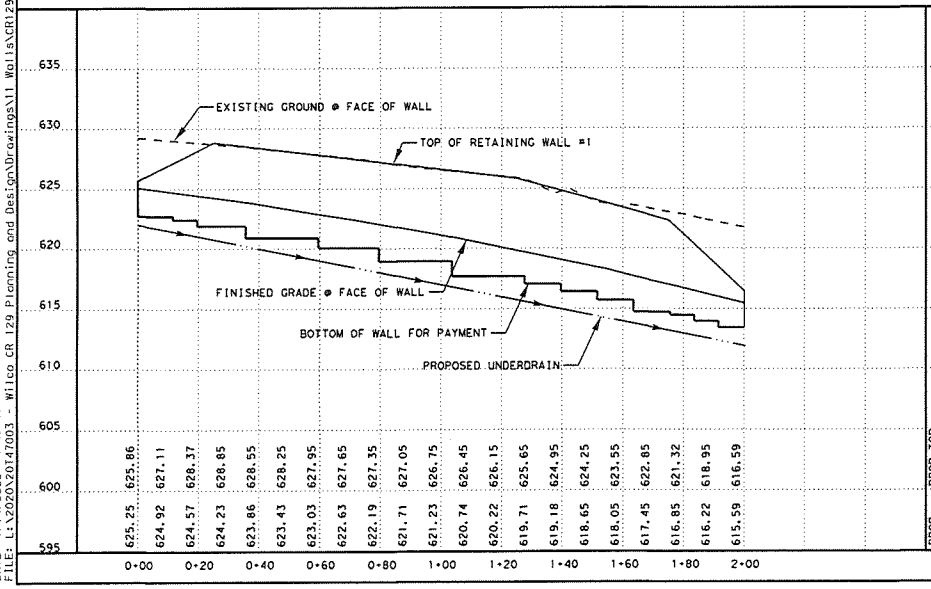


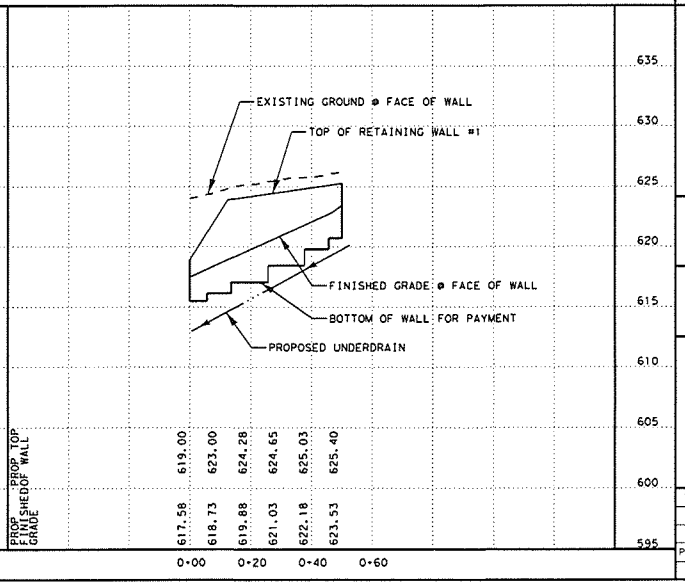
LEGEND

- CONTROL POINT
- EXIST DIRECTION OF TRAFFIC
- PROP DIRECTION OF TRAFFIC
- PROP HMAC SURFACE
- PROP CONCRETE SURFACE
- PROP GRAVEL/DIRT SURFACE
- PROP ROCK RIPRAP SURFACE
- FENCE
- FLOWLINE
- LIMITS OF GRADING
- PROPOSED ROW
- PROPOSED EASEMENT
- EXISTING ROW
- PARCEL BOUNDARY

NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING UTILITIES PRIOR TO STARTING CONSTRUCTION.
2. ALL DIMENSIONS ARE TO EOP/LOG UNLESS OTHERWISE NOTED.
3. REFER TO HORIZONTAL ALIGNMENT DATA AND CROSS SLOPE TABLES FOR ADDITIONAL INFORMATION.
4. SEE INTERSECTION LAYOUT AND DRIVEWAY P&P SHEETS FOR ADDITIONAL INFORMATION.
5. SEE DRIVEWAY SUMMARY TABLE FOR ADDITIONAL DRIVEWAY AND DRIVEWAY CULVERT INFORMATION.
6. FENCING TO BE RELOCATED BY PROPERTY OWNERS PRIOR TO CONSTRUCTION. SEE SW3P SHEET FOR LIMITS OF TEMPORARY FENCING.
7. DRIVEWAY PENETRATIONS PAST PROPOSED ROW WILL REQUIRE TEMPORARY AGREEMENTS FOR CONSTRUCTION. CONTRACTOR TO COORDINATE WITH PROPERTY OWNER.





0 20' 40'

SCALE: 1" = 40' HORZ
1" = 10' VERT

P.E. SEAL REQUIRED

PRELIMINARY

SUBJECT TO REVISION

This document is released for informational purposes under the authority of Laura M. Frielly, P.E. 124810 on 1/14/2022. It is not to be used for regulatory approval, permit, bidding, or construction purposes.

WILLIAMSON COUNTY

DEPARTMENT OF INFRASTRUCTURE
ROAD AND BRIDGE DIVISION
3151 S. E. INNER LOOP, SUITE B
GEORGETOWN, TX 78626

GARVER

285 SE Inner Loop
Suite 110
Georgetown, TX 78626
(512) 485-0020
TBPELS Firm 5713

COUNTY ROAD 129
RETAINING WALL 1 & 2
PLAN & PROFILE

SHEET 1 OF 1

DESIGN	DCW	10/20	SHEET NO.
DRAWN	TBP	10/20	55
REVIEWED	LMF	06/21	OF
PROJECT NUMBER	COUNTY	STATE	124
P375	WILLIAMSON	TEXAS	

DATE: 1/14/2022 4:48:59 PM
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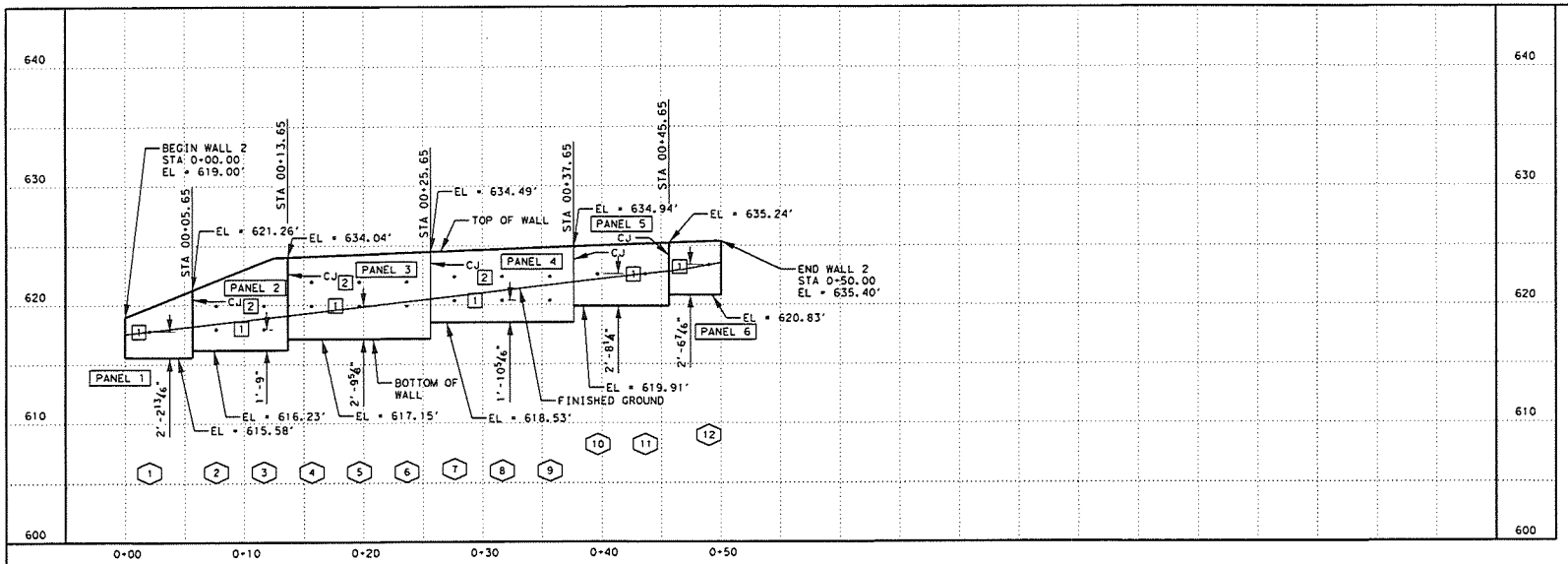
EXHIBIT "B" (Page 3 of 6)



LEGEND

- [X] - SOIL NAIL ROW NO.
- (XXX) - SOIL NAIL COLUMN NO.
- O - SOIL NAIL LOCATION
- CJ - CONSTRUCTION JOINT
- EJ - EXPANSION JOINT
- UNO - UNLESS NOTED OTHERWISE
- △ - VERIFICATION TEST ANCHOR

0 5' 10'

SCALE: 1" = 10'

P.E. SEAL REQUIRED

PRELIMINARY

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DEPARTMENT OF INFRASTRUCTURE
ROAD AND BRIDGE DIVISION
3151 S. E. INNER LOOP, SUITE B
GEORGETOWN, TX 78626

285 SE Inner Loop
Suite 110
Georgetown, TX 78626
(512) 485-0020
TBPELS Firm 5713

COUNTY ROAD 129
RETAINING WALL 2
SOIL NAIL LAYOUT

SHEET 2 OF 2

DESIGN	DCW	10/20	SHEET NO.
DRAWN	TBP	10/20	57
REVIEWED	LMF	06/21	OF
PROJECT NUMBER	COUNTY	STATE	124
P375	WILLIAMSON	TEXAS	

DATE: 1/14/2022 4:49:02 PM
FILE: L:\2020\20T47003 - Wilco CR 129 Planning and Design\Drawings\11 Walls\CR129_RTW_SNL_02.dgn

DISCLAIMER:
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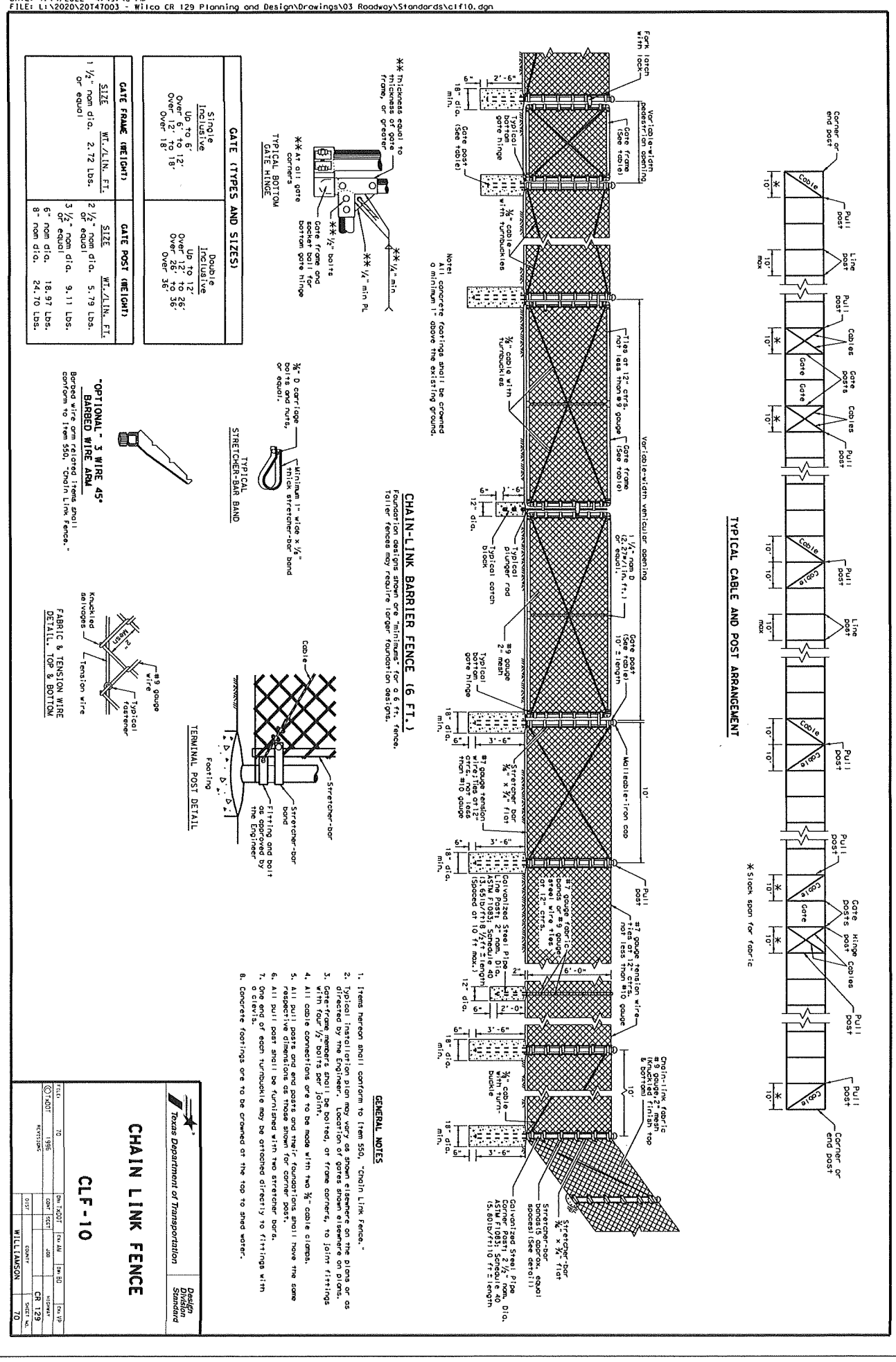

GATE (TYPES AND SIZES)	
Single Inclusive Up to 6' Over 6' to 12' Over 12' to 18'	Double Inclusive Up to 12' Over 12' to 26' Over 26' to 36'

GATE FRAME (WEIGHT)		GATE POST (WEIGHT)	
SIZE	WT./LIN. FT.	SIZE	WT./LIN. FT.
1 1/2" nom dia. or equal	2.72 Lbs.	2 1/2" nom dia. or equal	5.79 Lbs.
		3 1/2" nom dia. or equal	9.11 Lbs.
		6" nom dia.	18.97 Lbs.
		8" nom dia.	24.70 Lbs.

GENERAL NOTES

1. Items hereon shall conform to Item 550, "Chain Link Fence."
2. Typical installation plan may vary as shown elsewhere on the plans or as directed by the Engineer. Location of gates shown elsewhere on plans.
3. Gate-frame members shall be bolted, or frame corners, to joint fittings with four 1/2" bolts per joint.
4. All cable connections are to be made with two 3/8" cable clamps.
5. All pull posts and end posts and their foundations shall have the same respective dimensions as those shown for corner post.
6. All pull post shall be furnished with two stretcher bars.
7. One end of each turnbuckle may be attached directly to fittings with a clevis.
8. Concrete footings are to be crowned at the top to shed water.

Texas Department of Transportation — Design Division Standard

CHAIN LINK FENCE

CLF-10

FILE:	clf10	DN: TxDOT	CK: AM	DW: BD	CK: TP
©TxDOT	1996	REVISIONS	CONT	SECT	JOB
			DIST	COUNTY	HIGHWAY
				WILLIAMSON	CR 129
					SHEET NO. 10

EXHIBIT "B" (Page 5 of 6)

DATE: 1/14/2022 4:50:25 PM
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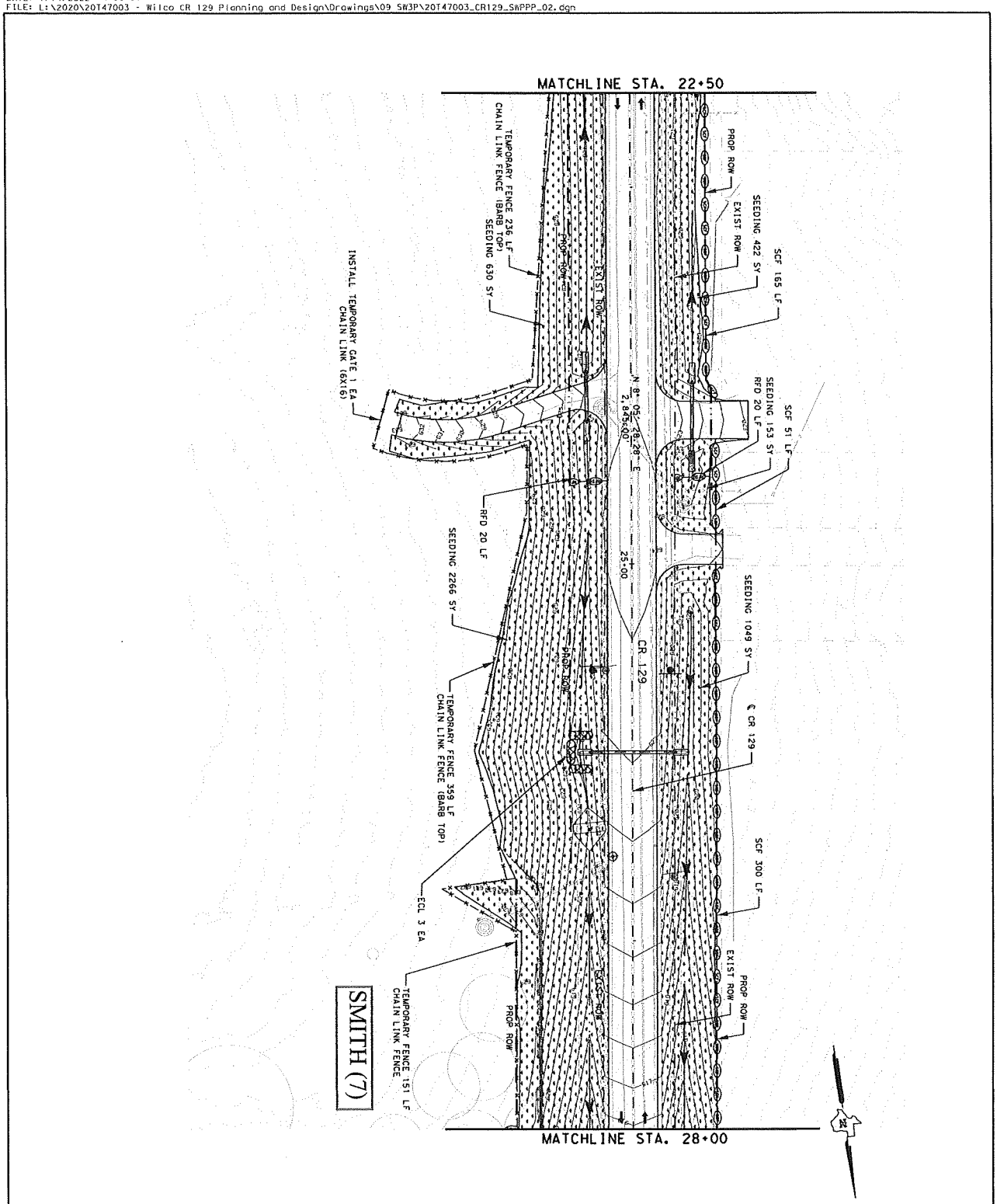


LEGEND

- EXIST DIRECTION OF TRAFFIC
- PROP DIRECTION OF TRAFFIC
- EROSION CONTROL LOG
- SCF — SILT FENCE
- RFD2 — ROCK FILTER DAM
- SEEDING/TOPSOIL/SOIL RETENTION BLANKET
- EXISTING CONTOURS
- PROPOSED CONTOURS

NOTES:

1. REFER TO SW3P NARRATIVE SHEET FOR ADDITIONAL NOTES.
2. REFER TO SW3P STANDARD SHEETS FOR DETAILS.
3. INSTALLED MEASURES SHALL REMAIN IN PLACE AND SHALL BE MAINTAINED IN OPERATIONAL CONDITION BY THE PROJECT CONTRACTOR AS DIRECTED BY THE ENGINEER.
4. SW3P MEASURES SHOWN ARE MINIMUM REQUIREMENTS BASED UPON PROJECT CONDITIONS AT THE TIME OF SW3P MEASURES WILL BE ADDED AND MODIFIED TO ACCOMODATE ACTUAL FIELD CONDITIONS.

0 25' 50'
SCALE: 1" = 50'

P.E. SEAL REQUIRED

PRELIMINARY

SUBJECT TO REVISION

Document is preliminary for incomplete purposes. It is not to be used for bidding, permitting, or construction purposes.

Licensed Professional Engineer of the State of Texas

DEPARTMENT OF INFRASTRUCTURE
ROAD AND BRIDGE DIVISION
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TX 78626

WILLIAMSON COUNTY

285 SE Inner Loop
Suite 110
Georgetown, TX 78626
512.868.2244
TBPELS Firm 9713

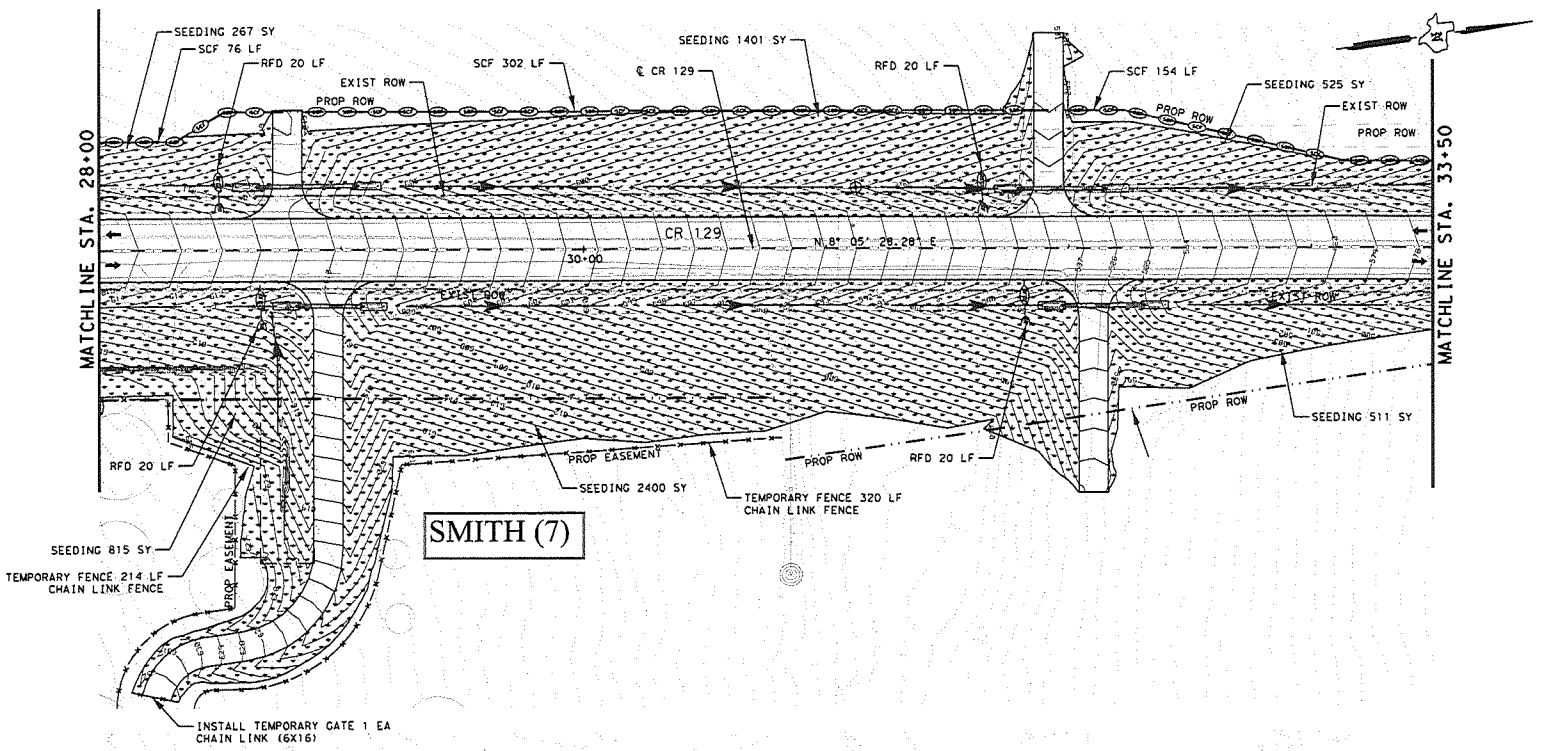
CARVER

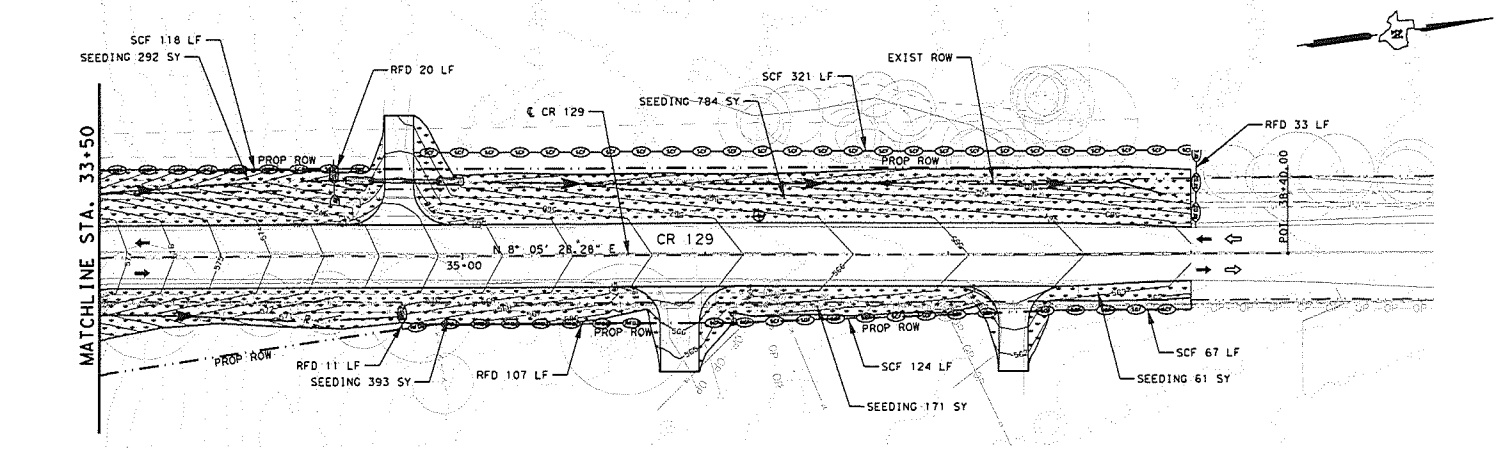
COUNTY ROAD 129
PERMANENT AND TEMPORARY EROSION CONTROL PLAN

STA 22+50 TO STA 28+00

SHEET 2 OF 3			SHEET NO.
DESIGN	LJC	10/20	
DRAWN	KAN	10/20	116
REVIEWED	LMF	06/21	OF
PROJECT NUMBER	COUNTY	STATE	124
P375	WILLIAMSON	TEXAS	

EXHIBIT "B" (Page 6 of 6)





LEGEND

- EXIST DIRECTION OF TRAFFIC
- PROP DIRECTION OF TRAFFIC
- EROSION CONTROL LOG
- SCF — SILT FENCE
- RFD2 — ROCK FILTER DAM
- SEEDING/TOPSOIL/SOIL RETENTION BLANKET
- EXISTING CONTOURS
- PROPOSED CONTOURS

NOTES:

1. REFER TO SW3P NARRATIVE SHEET FOR ADDITIONAL NOTES.
2. REFER TO SW3P STANDARD SHEETS FOR DETAILS.
3. INSTALLED MEASURES SHALL REMAIN IN PLACE AND SHALL BE MAINTAINED THROUGHOUT DURATION OF THE PROJECT OR AS DIRECTED BY THE ENGINEER.
4. SW3P MEASURES SHOWN ARE MINIMUM REQUIREMENTS BASED UPON PROJECT DESIGN. INSTALLATION OF SW3P MEASURES WILL BE AS SHOWN AND MODIFIED TO ACCOMODATE ACTUAL FIELD CONDITIONS.

0 25' 50'

SCALE: 1" = 50'

P.E. SEAL REQUIRED

PRELIMINARY

SUBJECT TO REVISION

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WILLIAMSON COUNTY

DEPARTMENT OF INFRASTRUCTURE
ROAD AND BRIDGE DIVISION
3151 S. E. INNER LOOP, SUITE B
GEORGETOWN, TX 78626

GARVER
285 SE Inner Loop
Suite 110
Georgetown, TX 78626
(512) 485-0020
TBPELS Firm 5713

COUNTY ROAD 129

TEMPORARY AND PERMANENT EROSION CONTROL PLAN

STA 28+00 TO END PROJECT

SHEET 3 OF 3

DESIGN	LJC	10/20	SHEET NO.
DRAWN	KAN	10/20	117
REVIEWED	LMF	06/21	OF
PROJECT NUMBER	COUNTY	STATE	124
P375	WILLIAMSON	TEXAS	

DATE: 1/14/2022 4:50:28 PM
FILE: L:\2020\20147003 - Wilco CR 129 Planning and Design\Drawings\09 SW3P\20147003_CR129_SWPPP_03.dgn

Commissioners Court - Regular Session **45.**

Meeting Date: 03/08/2022

TXDOT Resolution

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 TXDOT Resolution for an AFA Amendment #1 for the CR 366 Project, Road Bond Project, P296.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:17 AM
Charlie Crossfield (Originator)	Charlie Crossfield	03/03/2022 11:35 AM
Form Started By: Charlie Crossfield		Started On: 03/03/2022 08:33 AM
Final Approval Date: 03/03/2022		

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

KNOW ALL MEN BY THESE PRESENT that on this, the 8th 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 Advance Funding Agreement Amendment #1 with State of Texas whereas the State and Local Government executed a contract on January 25, 2019 to effectuate their agreement to design and provide environmental clearance for an intersection improvement Design at FM 397- CR 366 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 **46.**

Meeting Date: 03/08/2022

AFA Amendment #1

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 Advance Funding Agreement Amendment (AFA) #1 with TXDOT to add construction to the AFA for the CR 366, Road Bond Project P296.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AFA Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:17 AM
Charlie Crossfield (Originator)	Charlie Crossfield	03/03/2022 11:35 AM
Form Started By: Charlie Crossfield		Started On: 03/03/2022 08:34 AM
Final Approval Date: 03/03/2022		

CSJ #0320-04-028
District # 14-AUS
Code Chart 64 #50246
Project: Intersection Improvement Design
at FM 397- CR 366

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and County of Williamson, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on January 25, 2019 to effectuate their agreement to design and provide environmental clearance for an intersection Improvement Design at FM 397- CR 366 in Williamson County, Texas; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

Description of Amended Items

A. Article 1. Responsible Parties is deleted in its entirety and replaced with the following:

1. **Responsible Parties**:
   For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	**Local Government**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 12
4.	**Local Government**	Construction Responsibilities	Article 13
5.	**Local Government**	Right of Way and Real Property	Article 15

B. Article 3, Scope of Work is deleted in its entirety and replaced with the following:

3. Scope of Work

a. The scope of work for this Project consists of: Preparation and development of planning and engineering for the plans, specifications and estimate and environmental clearance of the realignment of FM 397 and reconstruction of intersection at CR 366 in Williamson County, Texas
b. Construction of T-intersection at FM 366 and FM 397, include reconstruction of the existing two- lane roadway to a four-lane undivided roadway with continuous center turn lane and shoulders in. Williamson County as shown on Attachment B-1, described as “Project”.

C. Article 23 Inspection of Books and Records is deleted in its entirety and replaced with the following:

23. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State 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.

D. Article 5 Termination is deleted in its entirety and replaced with the following:

5. Termination of this Agreement

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

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

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

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

E. Attachment C, Project Budget, is deleted and replaced with Attachment C-1, Project Budget, which is attached and made part of this amendment. The contract amount is increased by $4,077,347.00, from $362,569.00 to $4,439,916.00, because the Local Government shall proceed to construction phase.

F. Attachment A, Resolution or Ordinance, is supplemented by adding Attachment A-1, Resolution or Ordinance, which is attached and made part of the amendment.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. 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 amendment on the date stated under that party's signature.

THE LOCAL GOVERNMENT

_____
Bill Gravell, Jr.
County Judge

_____
Date

THE STATE OF TEXAS

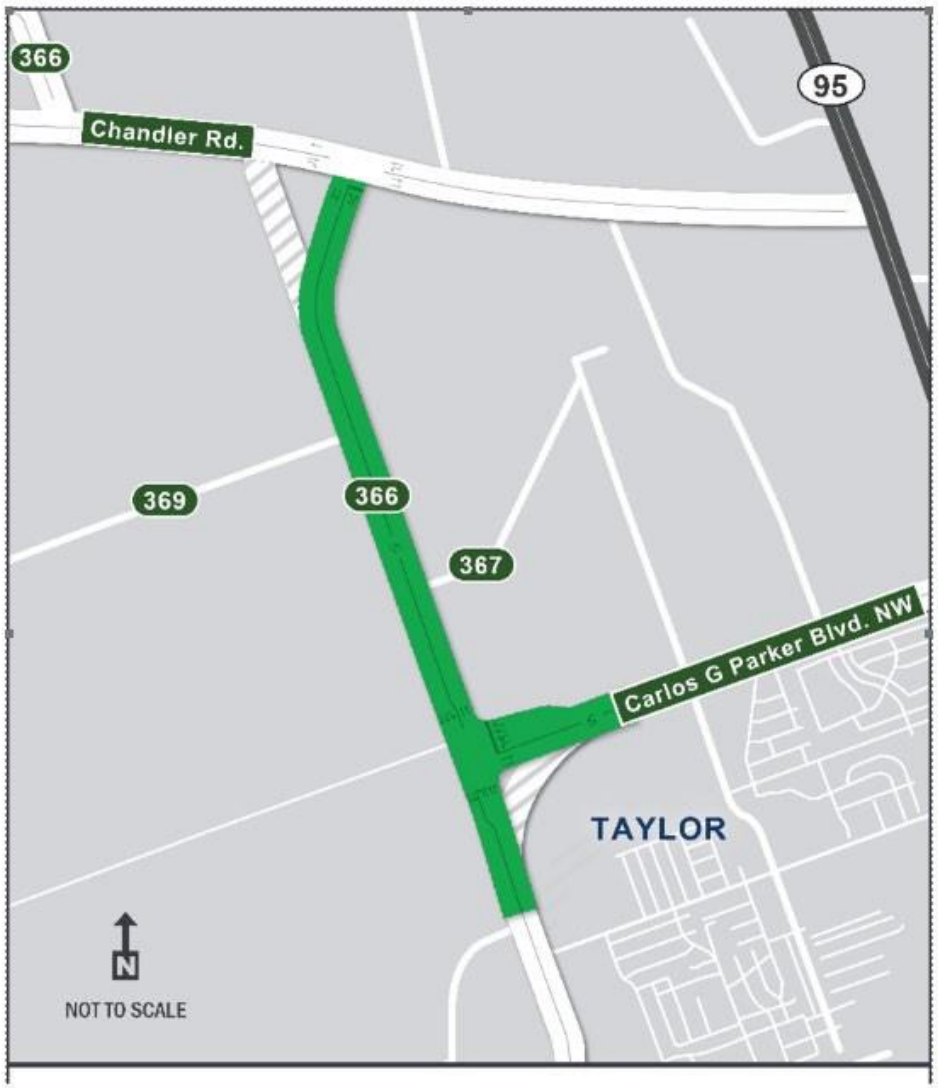
_____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

_____
Date

CSJ #0320-04-028
District # 14-AUS
Code Chart 64 #50246
Project: Intersection Improvement
Design at FM 397- CR 366

ATTACHMENT A-1
RESOLUTION

ATTACHMENT B-1
LOCATION MAP SHOWING PROJECT



CSJ #0320-04-028
District # 14-AUS
Code Chart 64 #50246
Project: Intersection Improvement
Design at FM 397- CR 366

ATTACHMENT C-1
PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding, the State is responsible for all the State direct and indirect costs. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	$300,000	0%	$0	100%	$300,000
Environmental (by Local Government)	$30,000	0%	$0	100%	$30,000
Construction (by Local Government)	$4,053,977	0%	$0	100%	$4,053,977
Subtotal	$4,383,977		$0		$4,383,977
Environmental Direct State Costs	$20,270	100%	$20,270	0%	$0
Right of Way Direct State Costs	$5,067	100%	$5,067	0%	$0
Engineering Direct State Costs	$30,405	100%	$30,405	0%	$0
Utility Direct State Costs	$5,067	100%	$5,067	0%	$0
Construction Direct State Costs	$141,889	100%	$141,889	0%	$0
Indirect State Costs (4.52% for construction)	$183,240	100%	$183,240	0%	$0
TOTAL	$ 4,769,916	100%	$385,939		$4,383,977

Initial payment by the Local Government to the State: $0
Payment by the Local Government to the State before construction: $0
Estimated total payment by the Local Government to the State $0
This is an estimate.
The final amount of Local Government participation will be based on actual costs

Meeting Date: 03/08/2022

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 The Marilyn Elaine Adams Morgan Revocable Trust dated July 11, 2012, for right of way and a temporary construction easement needed on CR 129 (Parcel 1). Funding Source: Road Bonds P375.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:57 AM
Form Started By: Charlie Crossfield		Started On: 03/03/2022 11:48 AM
Final Approval Date: 03/03/2022		

REAL ESTATE CONTRACT
County Road 129 Right of Way—Parcel 1

THIS REAL ESTATE CONTRACT ("Contract") is made by **THE MARILYN ELAINE ADAMS MORGAN REVOCABLE TRUST DATED JULY 11, 2012** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> Being a 0.5426 acre (23,638 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 1**);
>
> Temporary Construction Easement interest in and across a 0.9250 acre (40,292 square foot) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, Williamson County, Texas; said parcel being further described in the parcel sketch on Exhibit "A" attached hereto **(Parcel 1TCE);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of FORTY-FIVE THOUSAND and 00/100 Dollars ($45,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. Driveway Reconstruction. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that Seller's existing driveway reconnection as part of the CR 129 roadway construction project shall consist of concrete material, and shall otherwise be constructed according to the plans, specifications and terms contained in the Temporary Construction and Grading Easement form attached hereto as Exhibit "C".

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 the right of way Property described in Exhibit "A", and deliver a duly executed and acknowledged Temporary Construction and Grading Easement document, conveying such interest in and to the portion of the Property identified therein in Exhibit "A", both free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein. The Temporary Construction and Grading Easement shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

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 June 1, 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:

The Marilyn Elaine Adams Morgan Revocable
Trust dated June 11, 2012

By: Marilyn Elaine Adams Morgan, Trustee
Marilyn Elaine Adams Morgan, Trustee

Address: P. O. Box 84
Hutto, Texas, 78634

Date: 3-2-2022

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

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF a 23,638 square foot (0.5426 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 39.797 acres (Tract A) conveyed to Marilyn Elaine Adams Morgan, Trustee of the Marilyn Elaine Adams Morgan Revocable Trust, dated July 11, 2012, by Warranty Deed dated July 11, 2012, as recorded in Document No. 2012058561, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), and also being a portion of that tract described as 16.318 acres (Tract B) conveyed to Marilyn Elaine Adams Morgan, Trustee of the Marilyn Elaine Adams Morgan Revocable Trust, dated July 11, 2012, by Warranty Deed dated July 11, 2012, as recorded in Document No. 2012058562, O.P.R.W.C.T.; said 23,638 square foot (0.5426 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1-inch angle iron found at the southwest corner of said 16.318 acre tract, being in the existing east right-of-way line of County Road 129 (CR 129, varying width);

THENCE North 07°54'51" East, along the west line of said 16.318 acre tract and the existing east right-of-way line of CR 129, a distance of 363.08 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 17.20 feet right of Engineer's Baseline Station 13+24.00 and having Surface Coordinates of North=10,150,409.39, East=3,188,989.98;

1) **THENCE, North 07°54'51" East**, continuing along the west line of said 16.318 acre tract and the existing east right-of-way line of CR 129, a distance of **966.60 feet** to a 1/2-inch iron rod with cap (illegible) found at the northwest corner of said 16.318 acre tract, being at the southwest corner of said 39.797 acre tract;

2) **THENCE, North 07°57'36" East**, along the west line of said 39.797 acre tract and the existing east right-of-way line of CR 129, a distance of **122.65 feet** to a 3/8-inch iron rod found for angle;

PROPERTY DESCRIPTION FOR PARCEL 1

3) **THENCE, North 08°21'54" East,** continuing along the west line of said 39.797 acre tract and the existing east right-of-way line of CR 129, a distance of **247.70 feet** to a point at an angle point in the west line of said 39.797 acre tract, being at the southwest 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, Official Records of Williamson County, Texas (O.R.W.C.T.), from which a 1/2-inch iron rod found at the northwest corner of said 5.00 acre tract bears North 08°20'26" East, a distance of 412.84 feet;

4) **THENCE, South 89°25'05" East,** along the west line of said 39.797 acre tract and the south line of said 5.00 acre tract, a distance of **18.04 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 33.00 feet right of Engineer's Baseline Station 26+63.29, from which a 1/2-inch iron rod found at an angle point in the west line of said 39.797 acre tract, being at the southeast corner of said 5.00 acre tract bears South 89°25'05" East, a distance of 516.03 feet;

5) **THENCE, South 08°05'28" West,** along the proposed east right-of-way line of CR 129, crossing said 39.797 acre tract, passing at a distance of 372.78 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the south line of said 39.797 acre tract, being in the north line of said 16.318 acre tract, being 33.00 feet right of Engineer's Baseline Station 22+90.51, from which a 1/2-inch iron rod found at the southeast corner of said 39.797 acre tract and the northeast corner of said 16.318 acre tract bears South 81°39'15" East, a distance of 511.59 feet, continuing an additional distance of 966.50 feet along the proposed east right-of-way line of CR 129, crossing said 16.318 acre tract, for a total distance of **1,339.28 feet** to a 1/2-inch iron rod with "McGray McGray" cap set for angle, being 33.00 feet right of Engineer's Baseline Station 13+24.01;

6) **THENCE, North 81°57'03" West,** continuing along the proposed east right-of-way line of CR 129, crossing said 16.318 acre tract, a distance of **15.80 feet** the **POINT OF BEGINNING** and containing 23,638 square feet (0.5426 of one acre) of land, more or less.

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

PROPERTY DESCRIPTION FOR PARCEL 1

TEMPORARY CONSTRUCTION EASEMENT

In addition thereto, there is a 40,292 square foot (0.9250 of one acre) Temporary Construction Easement along a portion of the proposed east right-of-way line of CR 129. Said Temporary Construction Easement lies east of and adjacent to a portion of the proposed right-of-way acquisition as described in the above metes and bounds. Upon completion of construction, said Temporary Construction Easement shall revert automatically back to the Grantor.

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.

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 15th day of December, 2021 A.D.

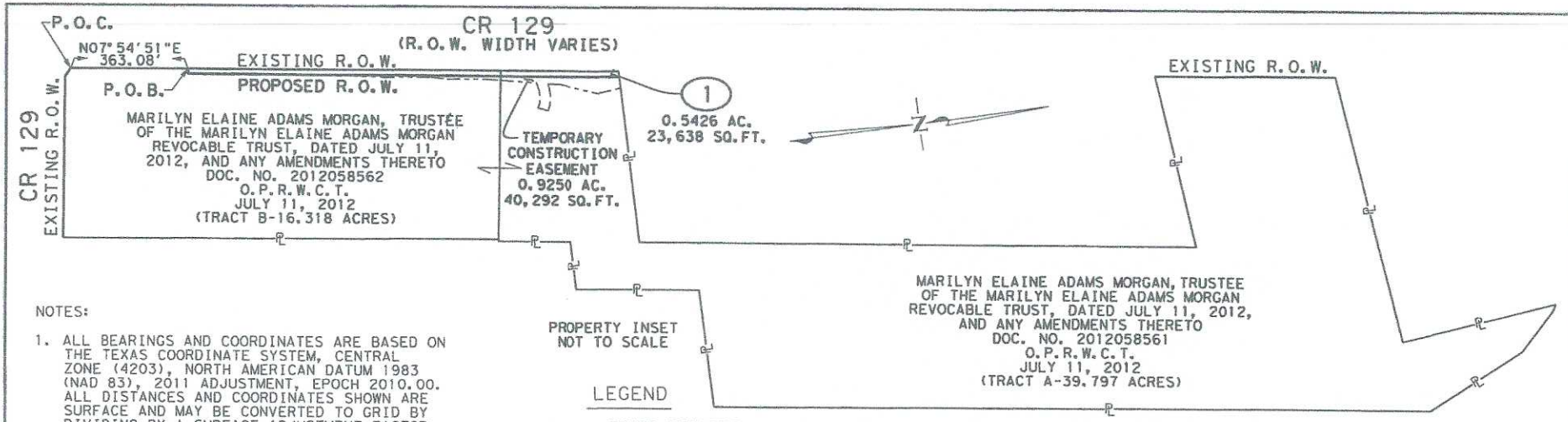
SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130



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 XXXXX XXXXXXXXX XXXXXXXX XXXXXXX IN XXXXX 2020.
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.

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

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. XXXXXXX-XXX ISSUED BY XXXXX XXXXXXXXX XXXXXXXX XXXXXXX, EFFECTIVE DATE XXX XX, 2020, ISSUED DATE XXX XX, 2020.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. XXXXXXXX, SUBJECT TO:

1A. XXXXX XXXXX X XXXXX XXXXXXX XXXXXXXX XXXXXXX XXXXXXXX XX XXXXXXX XX XXX. XXX, XX. XXX, XXXX XXXXXXX, XXXXXXXXXX XXXXXX, XXXXX, XXXXXXX XX XXXXX.

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.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

12/15/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

DICY HOPKINS SURVEY, ABSTRACT NO. 300

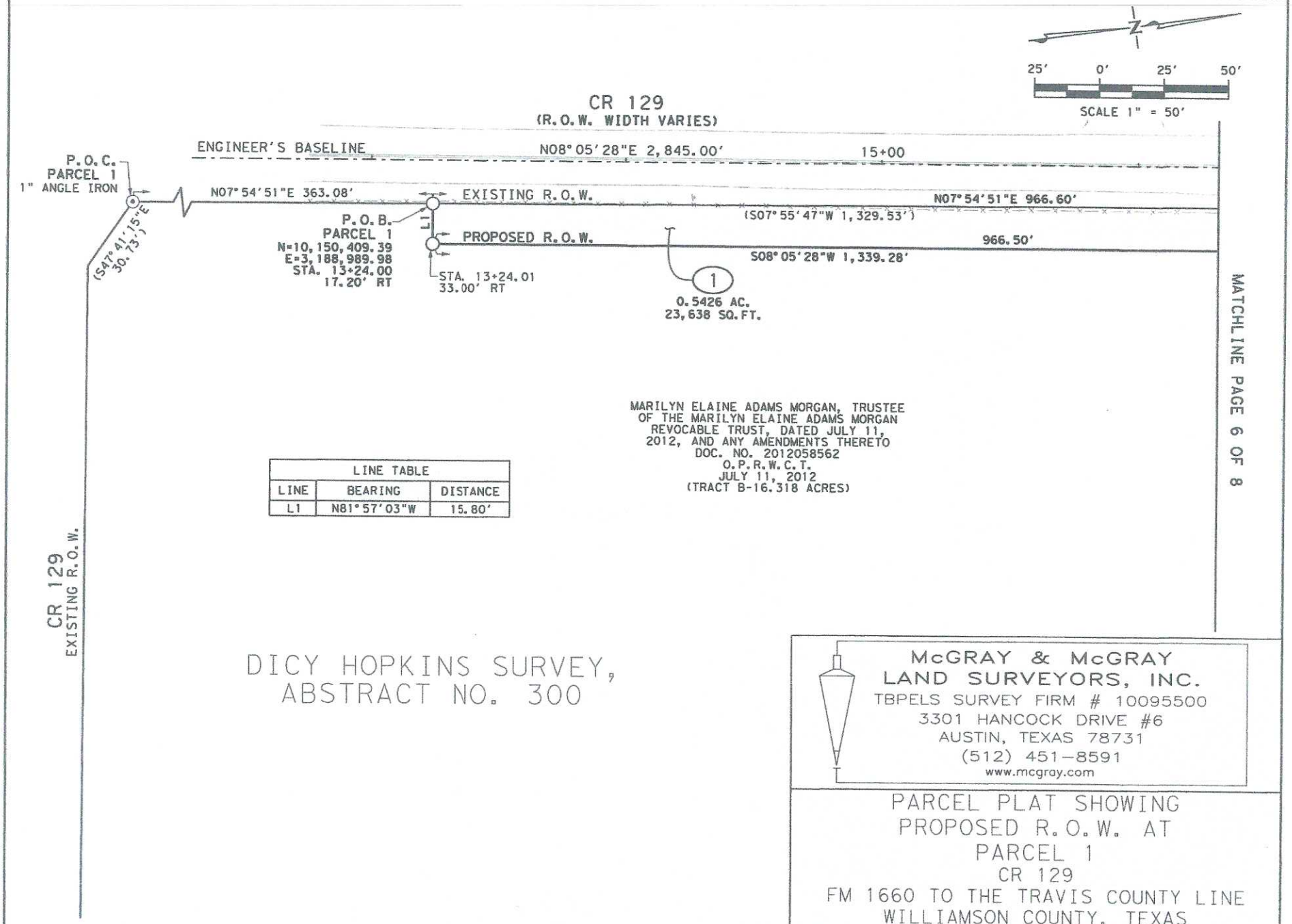
REVISIONS

CALCULATED	ACQUISITION	REMAINING RT
56.115 AC. (2,444,369 SQ.FT.)	0.5426 AC. (23,638 SQ.FT.)	55.572 AC. (2,420,731 SQ.FT.)

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 1 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DATE: DECEMBER 2021 | SCALE: N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N81°57'03"W	15.80'

DICY HOPKINS SURVEY,
ABSTRACT NO. 300

McGRAY & McGRAY
LAND SURVEYORS, INC.
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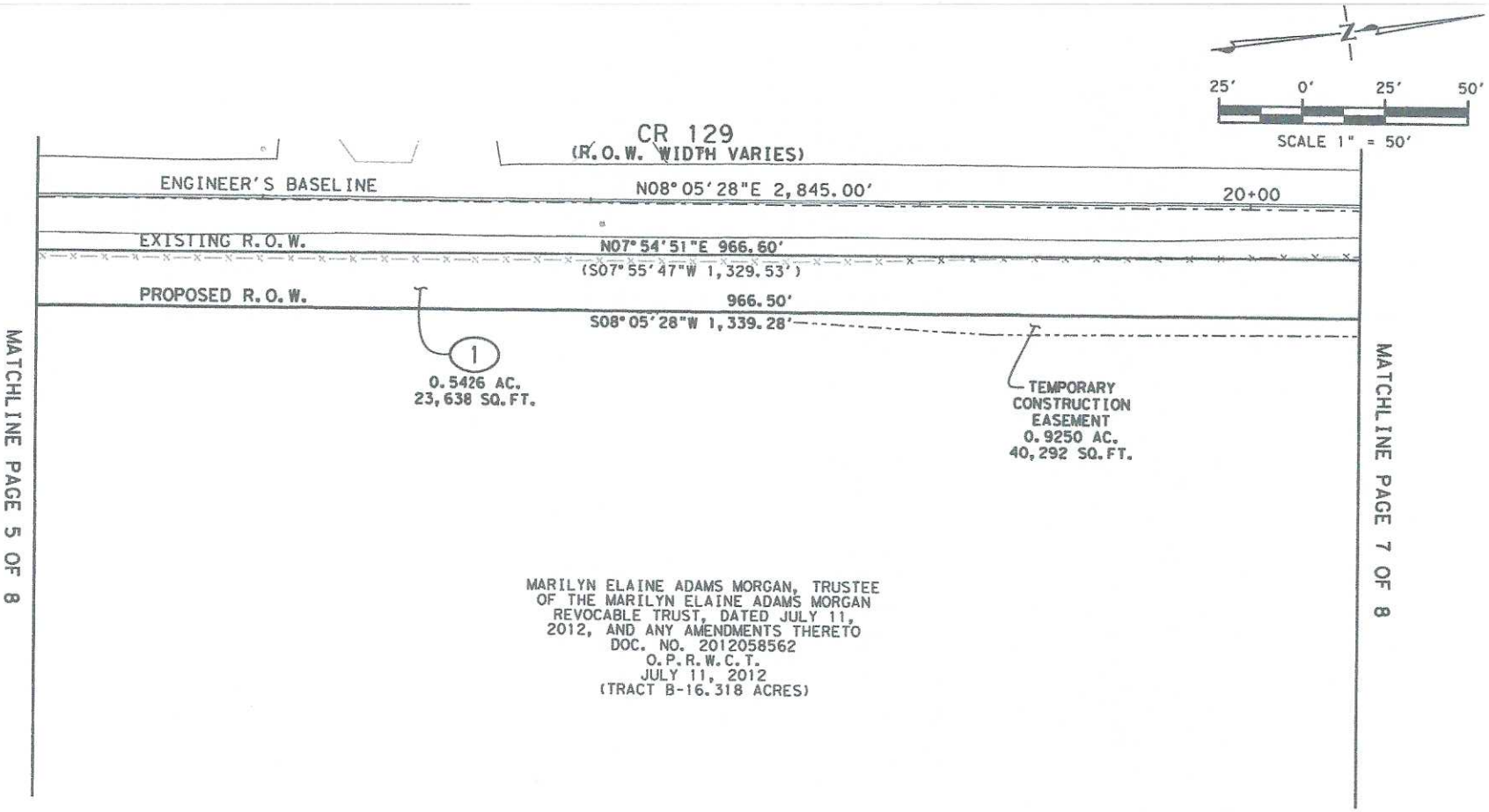
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 1 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DATE: DECEMBER 2021 | SCALE: 1"= 50'



DICY HOPKINS SURVEY,
ABSTRACT NO. 300

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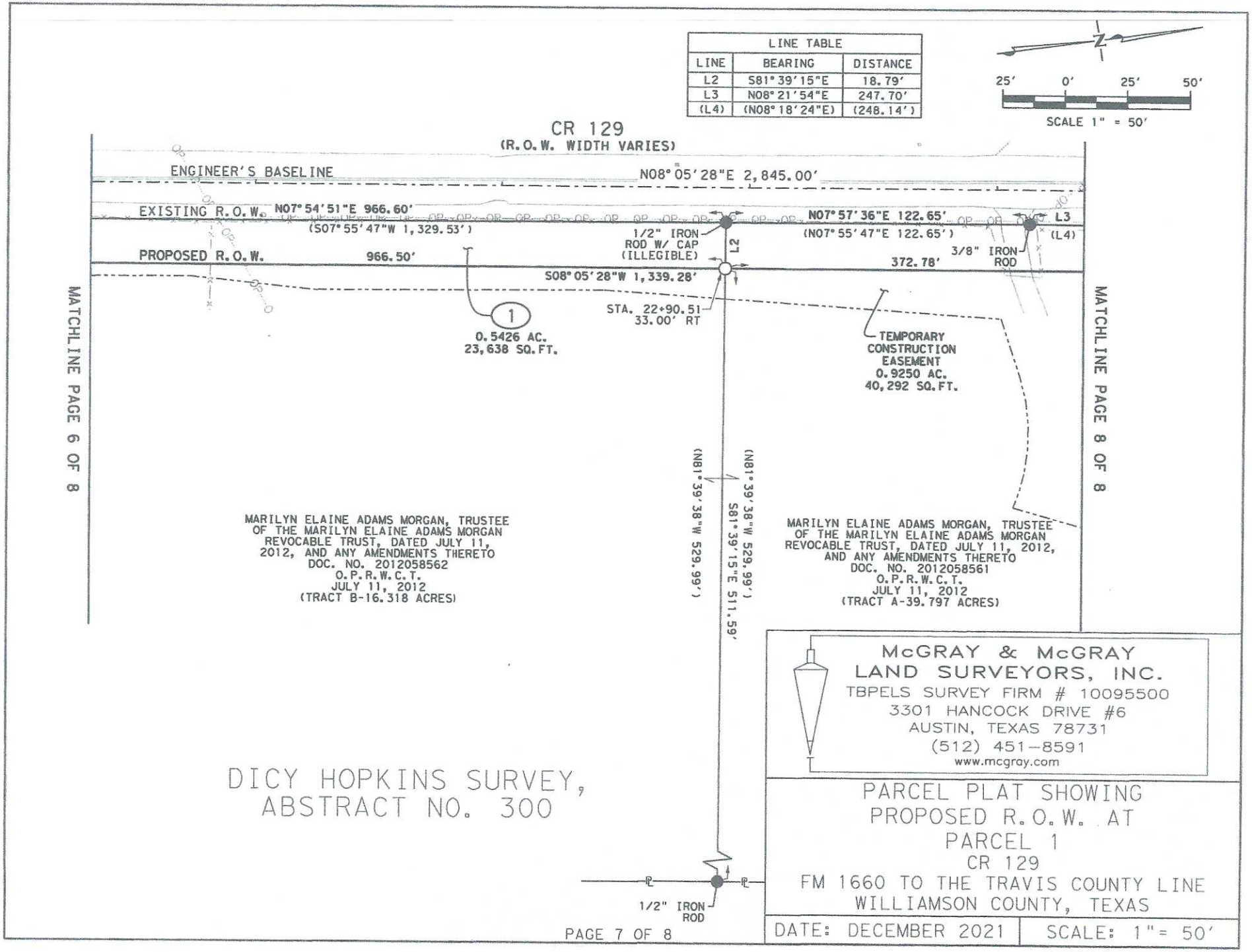
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 1
CR 129
FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: DECEMBER 2021 | SCALE: 1"= 50'



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TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
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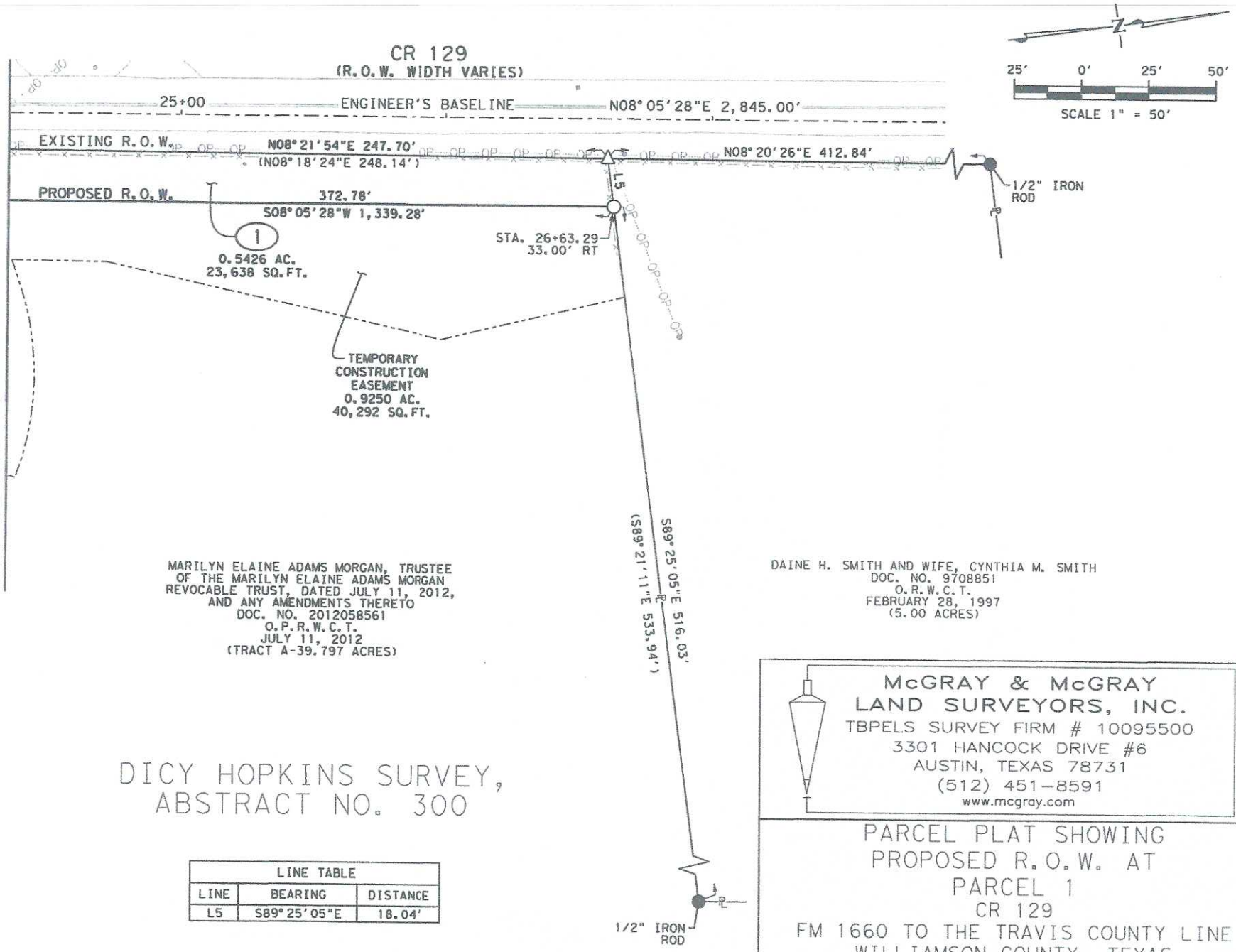
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 1

CR 129
FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: DECEMBER 2021 | SCALE: 1" = 50'



DICY HOPKINS SURVEY,
ABSTRACT NO. 300

LINE TABLE		
LINE	BEARING	DISTANCE
L5	S89°25'05"E	18.04'

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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 1 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DATE: DECEMBER 2021 | SCALE: 1"= 50'

EXHIBIT "B"

Parcel 1

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 **THE MARILYN ELAINE ADAMS MORGAN REVOCABLE TRUST DATED JULY 11, 2012**, 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 0.5426 acre (23,638 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 1**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

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:

The Marilyn Elaine Adams Morgan Revocable Trust dated July 11, 2012

By:_____
Marilyn Elaine Adams Morgan, Trustee

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Marilyn Elaine Adams Morgan, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "C"

TEMPORARY CONSTRUCTION AND GRADING EASEMENT
CR 129 Driveway Reconstruction and Site Grading

KNOW ALL PERSONS BY THESE PRESENTS:

That THE MARILYN ELAINE ADAMS MORGAN REVOCABLE TRUST DAED JULY 11, 2012, (hereafter referred to as "Grantor"), whether one or more, in consideration of One Dollar ($1.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to WILLIAMSON COUNTY, TEXAS, its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction and grading easement for the purpose of (1) constructing and/or reconstructing a concrete material driveway entrance(s) to the remaining property of Grantor and, and any associated grading and drainage therewith, and (2) to construct, install, repair, remove and replace earthen and vegetative materials for modification of surface grade and slope not to exceed 4:1 grade from the adjacent CR129 roadway improvements and across portions of the remaining property of Grantor ("Project"), in, along, upon and across the property described on the sketch as shown in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement.

The construction, reconstruction and/or removal of any improvements, driveway, curbs, or other related facilities on the Property shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "B" and incorporated herein.

The further agree as follows:

Temporary Fencing: In connection with the proposed CR 129 roadway improvements construction project, Grantee shall install barbed wire (wood post) fencing and a temporary gate improvements on and along the boundary of the Property, according to the specifications and locations as shown in further detail on the plan sheets attached hereto, and which shall be sufficient to contain any livestock or grazing stock within the remaining property of Grantor outside of the easement Property ("Temporary Fencing"). The installation of the Temporary Fencing shall be completed prior to the removal of any existing fencing within the easement Property area required for completion of the Project activities.

For the protection of the Project and the remaining property of Grantor, the Grantor shall not remove the Temporary Fencing or otherwise construct any improvements upon the Property until provided with written notice of substantial completion of the Project from Grantee ("Removal Notice"). Upon providing the Removal Notice the Temporary Fencing shall become the property of Grantor, and Grantor may construct permanent replacement fencing ("Permanent Fencing") on the new right of way property line, and shall have the right to remove and dispose of the Temporary Fencing, at any time subsequent thereto and at its sole discretion.

Following completion of work within the temporary construction easement area Property described in Exhibits "A", Grantee shall at its expense and within ninety (90) days of completion of the work restore any Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed

previous to Grantee's entry upon the Property, or otherwise in compliance with the specifications as set out on the plans in Exhibit "B", taking into consideration the use and purposes to which the Property is to be put.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the Project construction activities described above and as shown on Exhibit "B". This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall fully revert to Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the earlier of (a) the expiration of eight (8) months after the date of Grantee's first entry upon the Property for the purposes granted herein, (b) on the date of completion of construction of the Project, or (c) on December 31, 2024, whichever occurs first.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

At no time during the grant of this easement shall Grantor be denied reasonable vehicular ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee to do so in advance.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective the _____ day of _____, 2022.

[signature page follows]

GRANTOR:

The Marilyn Elaine Adams Morgan Revocable Trust dated July 11, 2012

By:_____
Marilyn Elaine Adams Morgan, Trustee

Acknowledgment

State of Texas §
§
County of _____ §

This instrument was acknowledged before me on this the ____ day of _____ _____, 2022 by Marilyn Elaine Adams Morgan, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

ACCEPTED AND AGREED BY GRANTEE:

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 herein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

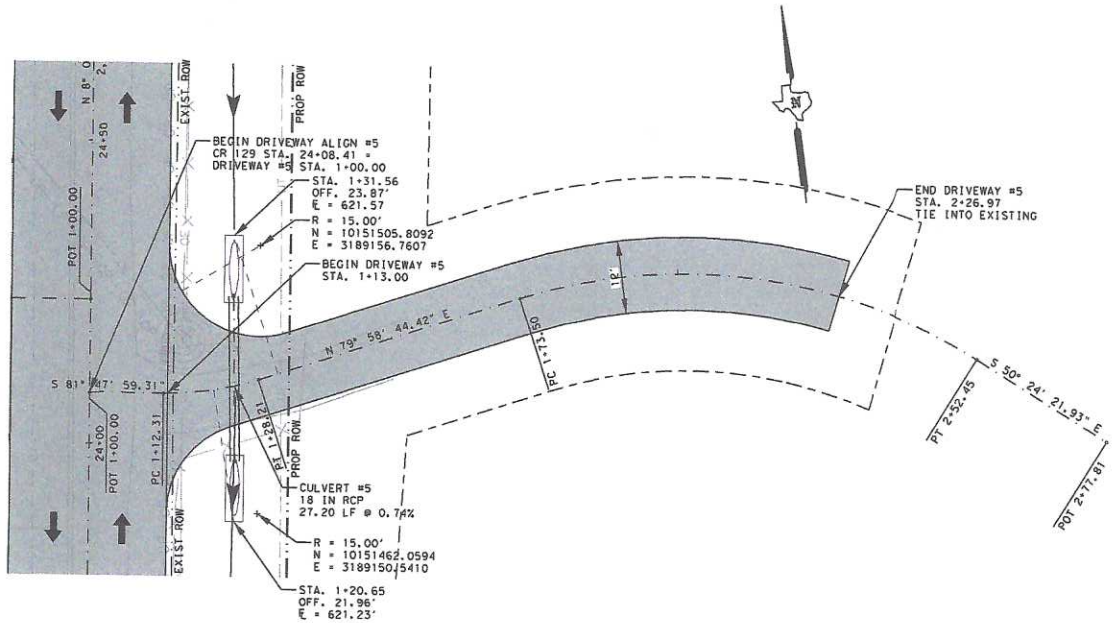
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "B" (Page 1 of 4)



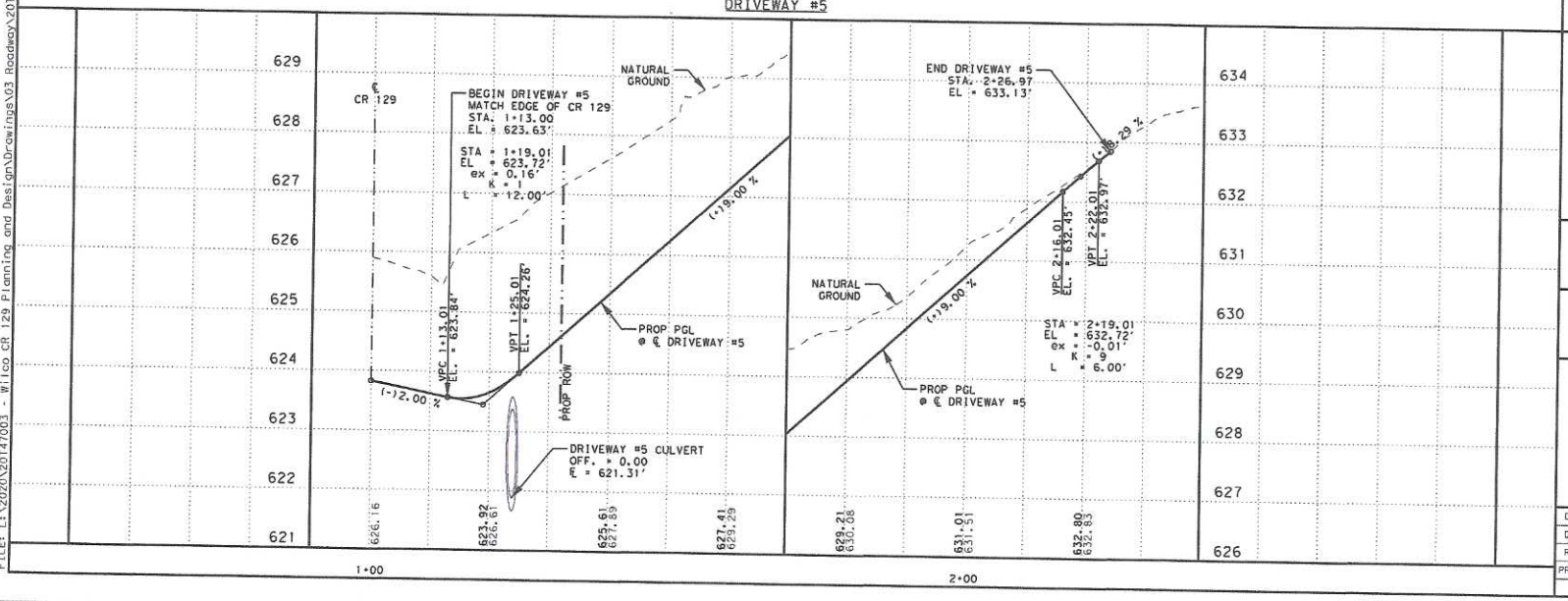
LEGEND

- CONTROL POINT
- EXIST DIRECTION OF TRAFFIC
- PROP DIRECTION OF TRAFFIC
- PROP HMAC SURFACE
- PROP CONCRETE SURFACE
- PROP GRAVEL/DIRT SURFACE
- PROP ROCK RIPRAP SURFACE
- FENCE
- FLOWLINE
- LIMITS OF GRADING
- PROPOSED ROW
- PROPOSED EASEMENT
- EXISTING ROW
- PARCEL BOUNDARY

NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING UTILITIES PRIOR TO STARTING CONSTRUCTION.
2. ALL DIMENSIONS ARE TO EOP/LOG UNLESS OTHERWISE NOTED.
3. REFER TO HORIZONTAL ALIGNMENT DATA AND CROSS SLOPE TABLES FOR ADDITIONAL INFORMATION.
4. SEE INTERSECTION LAYOUT AND DRIVEWAY P&P SHEETS FOR ADDITIONAL INFORMATION.
5. SEE DRIVEWAY SUMMARY TABLE FOR ADDITIONAL DRIVEWAY AND DRIVEWAY CULVERT INFORMATION.
6. FENCING TO BE RELOCATED BY PROPERTY OWNERS PRIOR TO CONSTRUCTION. SEE SW3P SHEET FOR LIMITS OF TEMPORARY FENCING.
7. DRIVEWAY PENETRATIONS PAST PROPOSED ROW WILL REQUIRE TEMPORARY AGREEMENTS FOR CONSTRUCTION. CONTRACTOR TO COORDINATE WITH PROPERTY OWNER.

DRIVEWAY #5



0 10' 20'

SCALE: 1" = 20' HORZ
1" = 2' VERT

P.E. SEAL REQUIRED

PRELIMINARY

SUBJECT TO REVISION

This document is released for informational purposes under the authority of LAURA M. FRIELLO, P.E. 124810 on 1/14/2022. It is not to be used for regulatory approval, permit, bidding, or construction purposes.

WILLIAMSON COUNTY TEXAS

DEPARTMENT OF INFRASTRUCTURE
ROAD AND BRIDGE DIVISION
3151 S. E. INNER LOOP, SUITE B
GEORGETOWN, TX 78626

GARVER

265 SE Inner Loop
Suite 110
Georgetown, TX 78626
(512) 485-0020
TBPELS Firm 5713

COUNTY ROAD 129

DRIVEWAY PLAN & PROFILE

SHEET 2 OF 6

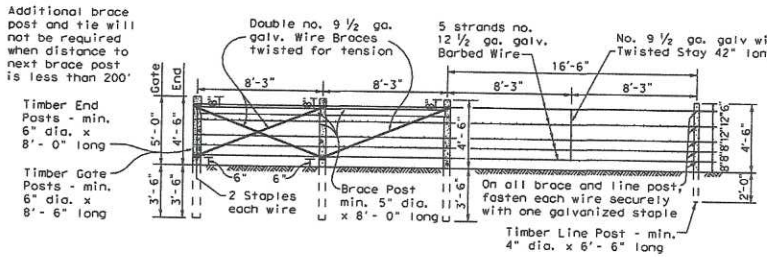
DESIGN	LJC	10/20	SHEET NO.
DRAWN	KAN	10/20	49
REVIEWED	LMF	06/21	OF
PROJECT NUMBER	COUNTY	STATE	124
P375	WILLIAMSON	TEXAS	

DATE: 1/14/2022 4:48:46 PM
FILE: L:\2020\20T47003 - Wilco CR 129 Planning and Design\Drawings\03 Roadway\20T47003_CR129_RDWY_DRWY_02.dgn

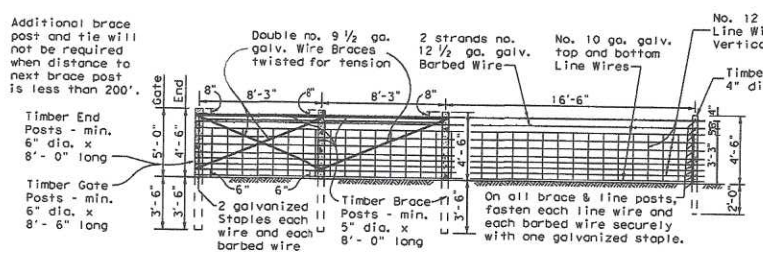
EXHIBIT "B" (Page 2 of 4)

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: 1/14/2022
FILE: L:\2020\20747003 - Wilco CR 129 Planning and Design\Drawings\03 Roadway\Standards\wf110.dgn



SECTION GALVANIZED BARBED WIRE FENCE WITH WOOD POSTS
Bracing Detail Used at Ends and Gates
TYPE "A" FENCE
(See General Note 6)

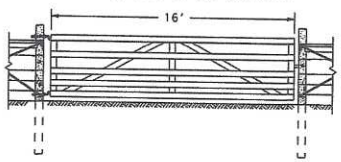


SECTION GALVANIZED WOVEN WIRE FENCE WITH WOOD POSTS
Bracing Detail Used at Ends and Gates
TYPE "B" FENCE
(See General Note 6)

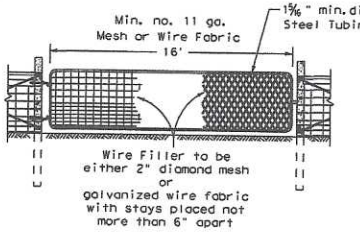
TABLE OF EQUIVALENT SIZES FOR OPTIONAL SHAPE

Minimum Diameter of Round Post (Inches)	Minimum Equivalent Dimension for Each Side of Square Post (Inches)
4	3 ½
5	4 ½
6	5 ¼

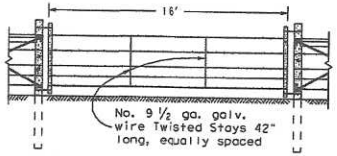
Metal gate shall consist of 5 panels not less than 4'- 4" high and shall be aluminum or galvanized metal and of good quality. Gate and hardware shall meet the approval of the Engineer.



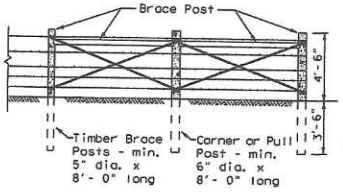
DETAIL TYPE 1 GATE



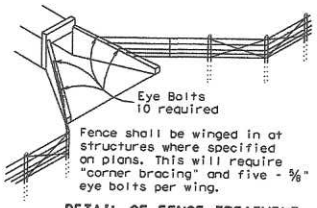
DETAIL TYPE 2 GATE



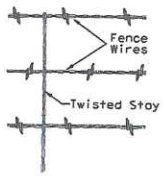
DETAIL TYPE 3 GATE



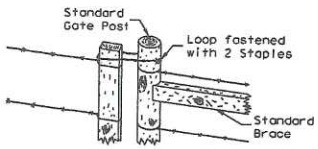
CORNER OR PULL POST ASSEMBLY



DETAIL OF FENCE TREATMENT AT STRUCTURES

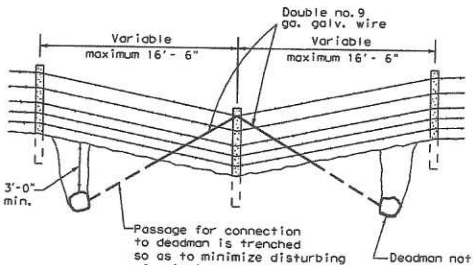


DETAIL OF STAY
(Barbed wire fence)

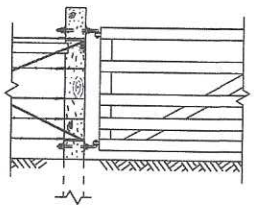


Loop to be made from two strands twisted no. 9 ½ ga. galv. smooth wire, and to be securely fastened to gate post with two galv. staples.

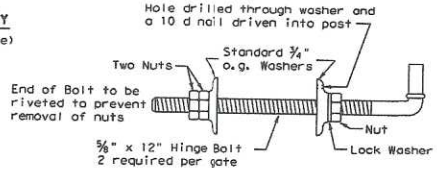
DETAIL FASTENER TYPE 3 GATE



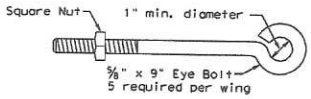
DETAIL OF FENCE SAG
(Single Line Connection)



DETAIL SHOWING INSTALLATION OF HINGES OF TYPE 1 & 2 GATE



DETAIL OF GATE HINGE BOLT ASSEMBLY



DETAIL OF EYE BOLT

GENERAL NOTES

1. Any high point which interferes with the placing of wire mesh shall be excavated to provide 2" clearance.
2. Latches for Type 1 and Type 2 gates shall be good commercial quality and design latches of the spring, fork or chain type. All latches shall be suitable for the gate and shall be approved by the Engineer.
3. Hinges for Type 2 gates shall be commercial design approved by the Engineer suitable for post and gate.
4. Concrete shall be of the design and consistency approved by the Engineer and shall contain not less than 4 sacks of cement per cubic yard. Concrete footings are to be crowned at the top to shed water.
5. If rock is encountered at a depth less than the embedded depth required, a 15" or larger diameter hole shall be drilled for the post and the post shall be set in concrete. If rock is encountered at a depth of 1'- 6" or more below the ground surface, the hole shall be drilled to the required depth. If rock is encountered at a depth less than 1'- 6" below the ground surface, the holes shall be drilled a minimum of 2'- 0" into the rock or to the depth whichever is the lesser depth.
6. Barbed Wire shall be in accordance with ASTM A 121 (Class 1) Design designation 12-2-4-1 4R or 12-2-5-1 4R, or as approved by the Engineer.

   Woven Wire Fence (Type B) shall be in accordance with ASTM A 116 (Class 1) No. 12-1/2 Grade 60 (See Table 1 ASTM A 116) to the height and design shown on the plans, or as approved by the Engineer.
7. The location of gates and corner posts will be as indicated elsewhere on these plans.
8. Square wood posts may be used in lieu of round posts provided minimum equivalent size requirements, as shown are met. All wood posts shall be in accordance with Item 552, "Wire Fence."

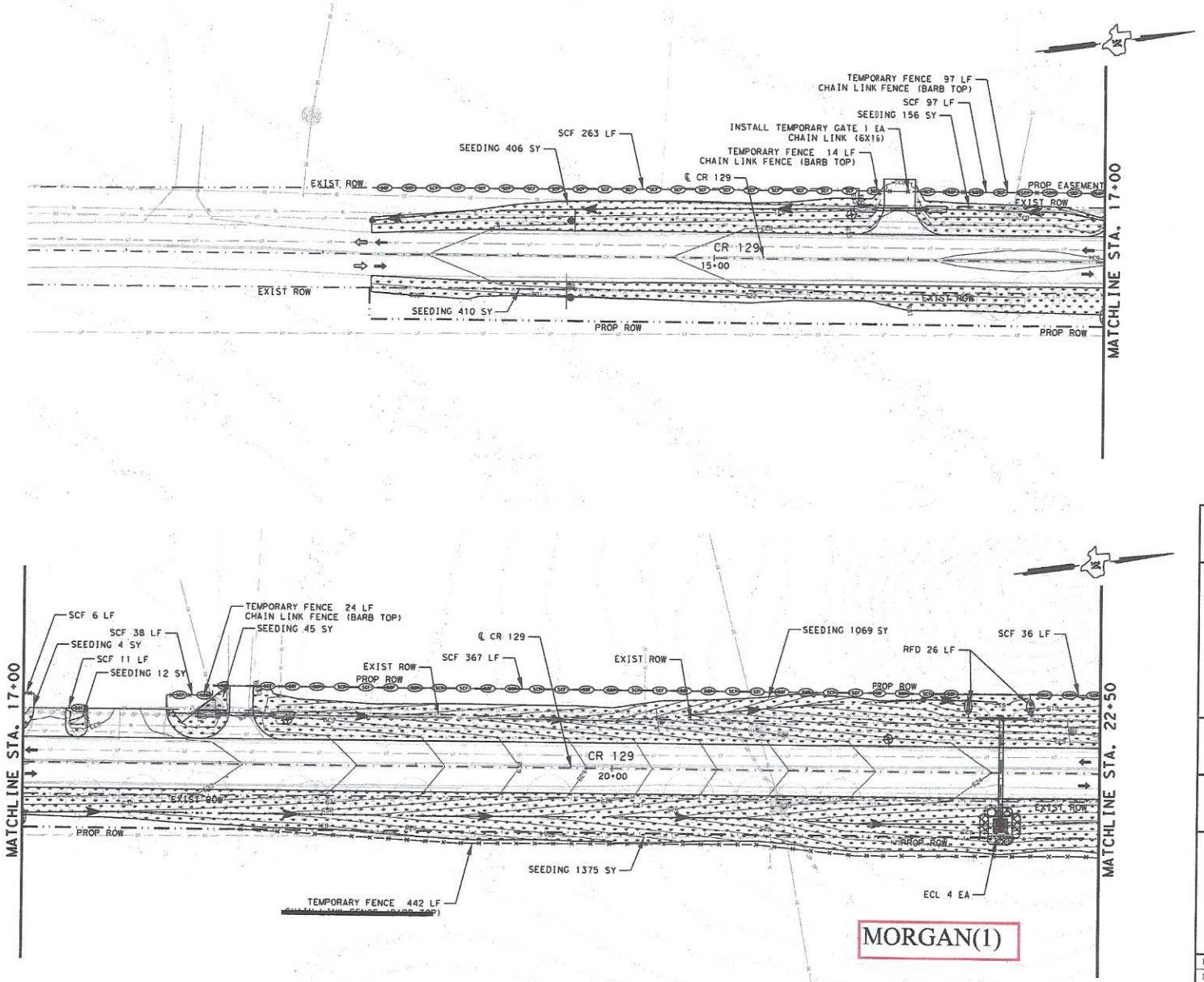
Texas Department of Transportation — Design Division Standard

BARBED WIRE AND WOVEN WIRE FENCE (WOOD POSTS)

WF(1)-10

FILE:	71	DN: TxDOT	CK: AM	DW: VP	CK:
©TxDOT 1994		CONT	SECT	JOB	HIGHWAY
REVISIONS					CR 129
		DIST	COUNTY		SHEET NO.
			WILLIAMSON		71

EXHIBIT "B" (Page 3 of 4)



MORGAN(1)

LEGEND

- EXIST DIRECTION OF TRAFFIC
- PROP DIRECTION OF TRAFFIC
- EROSION CONTROL LOG
- SCF — SILT FENCE
- RFD2 — ROCK FILTER DAM
- SEEDING/TOPSOIL/SOIL RETENTION BLANKET
- EXISTING CONTOURS
- PROPOSED CONTOURS

NOTES:

1. REFER TO SW3P NARRATIVE SHEET FOR ADDITIONAL NOTES.
2. REFER TO SW3P STANDARD SHEETS FOR DETAILS.
3. INSTALLED MEASURES SHALL REMAIN IN PLACE AND SHALL BE MAINTAINED THROUGHOUT DURATION OF THE PROJECT OR AS DIRECTED BY THE ENGINEER.
4. SW3P MEASURES SHOWN ARE MINIMUM REQUIREMENTS BASED UPON PROJECT DESIGN. INSTALLATION OF SW3P MEASURES WILL BE AS SHOWN AND MODIFIED TO ACCOMODATE ACTUAL FIELD CONDITIONS.

0 25' 50'

SCALE: 1" = 50'

P.E. SEAL REQUIRED

PRELIMINARY

SUBJECT TO REVISION

This document is released for informational purposes under the authority of LAURA M. FRIELD, P.E. 124810 on 1/14/2022. It is not to be used for regulatory approval, permit, bidding, or construction purposes.

WILLIAMSON COUNTY

DEPARTMENT OF INFRASTRUCTURE
ROAD AND BRIDGE DIVISION
3151 S. E. INNER LOOP, SUITE B
GEORGETOWN, TX 78626

GARVER

285 SE Inner Loop
Suite 110
Georgetown, TX 78626
(512) 485-0020
TBPELS Firm 5713

COUNTY ROAD 129

PERMANENT AND TEMPORARY EROSION CONTROL PLAN

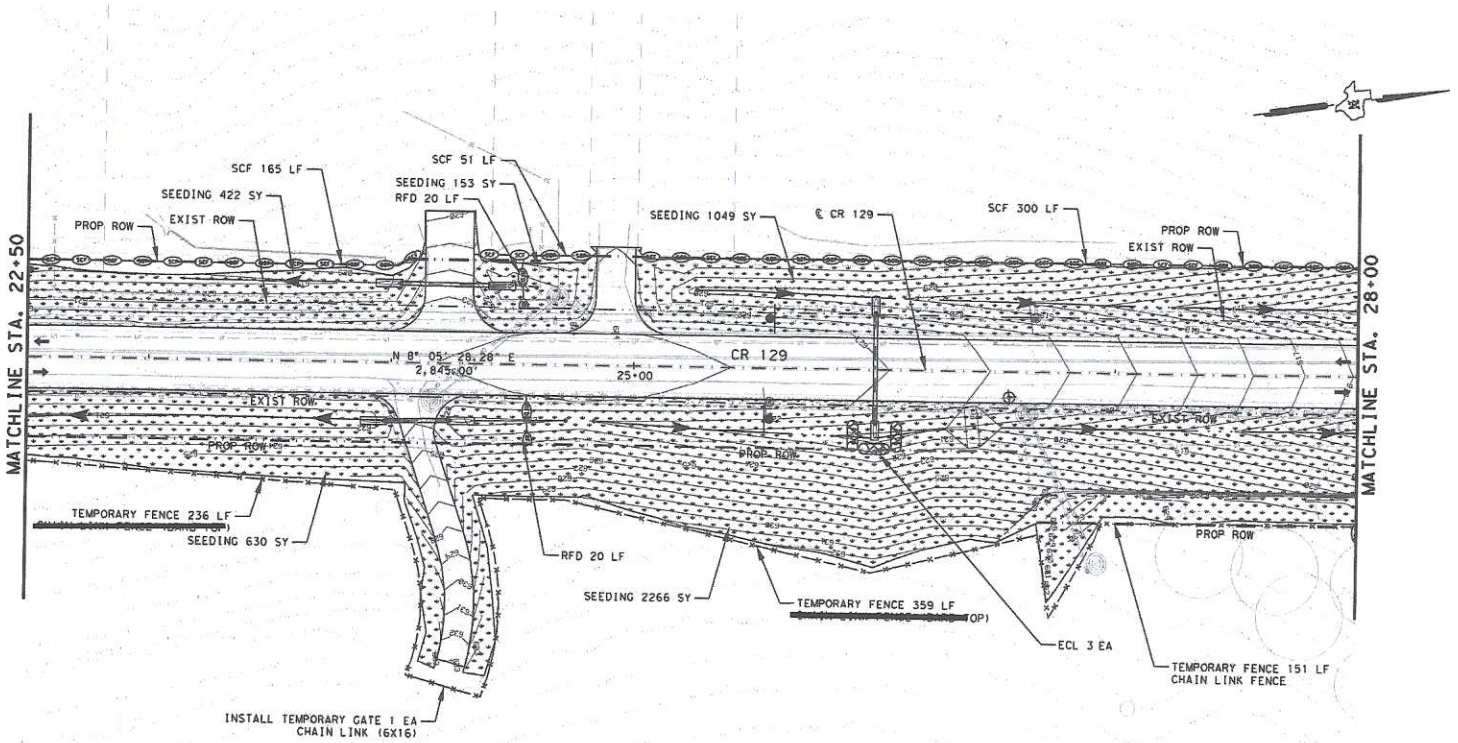
BEGIN PROJECT TO STA 22+50

SHEET 1 OF 3

DESIGN	LJC	10/20	SHEET NO.
DRAWN	KAN	10/20	115 OF 124
REVIEWED	LMF	06/21	
PROJECT NUMBER	COUNTY	STATE	
P375	WILLIAMSON	TEXAS	

DATE: 1/14/2022 4:50:16 PM
FILE: L:\2020\20T47003 - Wilco CR 129 Planning and Design\Drawings\09 SW3P\20T47003_CR129_SWPPP_01.dgn

EXHIBIT "B" (Page 4 of 4)



MORGAN(1)

LEGEND

- EXIST DIRECTION OF TRAFFIC
- PROP DIRECTION OF TRAFFIC
- EROSION CONTROL LOG
- SCF — SILT FENCE
- RFD2 — ROCK FILTER DAM
- SEEDING/TOPSOIL/SOIL RETENTION BLANKET
- EXISTING CONTOURS
- PROPOSED CONTOURS

NOTES:

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0 25' 50'

SCALE: 1" = 50'

P.E. SEAL REQUIRED

PRELIMINARY

SUBJECT TO REVISION

This document is released for informational purposes under the authority of LAURA M. THIELLO, P.E. 124810 on 1/14/2022. It is not to be used for regulatory approval, permit, bidding, or construction purposes.

WILLIAMSON COUNTY TEXAS

DEPARTMENT OF INFRASTRUCTURE
ROAD AND BRIDGE DIVISION
3151 S. E. INNER LOOP, SUITE B
GEORGETOWN, Tx 78626

GARVER

285 SE Inner Loop
Suite 110
Georgetown, TX 78626
(512) 485-0020
TBPELS Firm 5713

COUNTY ROAD 129

PERMANENT AND TEMPORARY EROSION CONTROL PLAN

STA 22+50 TO STA 28+00

SHEET 2 OF 3

DESIGN	LJC	10/20	SHEET NO.
DRAWN	KAN	10/20	116
REVIEWED	LMF	06/21	OF
PROJECT NUMBER	COUNTY	STATE	124
P375	WILLIAMSON	TEXAS	

DATE: 1/14/2022 4:50:25 PM
FILE: L:\2020\20147003 - Wilco CR 129 Planning and Design\Drawings\09 SW3P\20147003_CR129_SWPPP_02.dgn

Commissioners Court - Regular Session **48.**

Meeting Date: 03/08/2022

Liberty Hill Bypass Condemnation Resolution

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.077 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (Scott Lee Ira Helms/ Parcel 48). Funding Source: Road Bonds P346.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:15 AM
Form Started By: Charlie Crossfield		Started On: 03/03/2022 08:04 AM
Final Approval Date: 03/03/2022		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 3.077 acres (Parcel 48) described by metes and bounds in Exhibit "A" owned by **SCOTT LEE IRA HELMS** for the purpose of constructing, reconstructing, maintaining, and operating the Liberty Hill Bypass roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

Exhibit "A"

County: Williamson
Parcel No.: 48ROW
Tax ID: R530461
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 48ROW

FOR A 3.077 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 23.017 ACRE TRACT OF LAND CONVEYED TO SCOTT LEE IRA HELMS, RECORDED IN DOCUMENT NO. 2014043759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 3.077 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF DECEMBER 2020, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Surface Coordinates: N=10211031.07, E=3058068.84) monumenting the southeast corner of said 23.017 acre Helms tract and the northeast corner of the called 10.005 acre tract of land conveyed to James W. Forbes, recorded in Volume 1427, Page 619 of the Official Records of Williamson County, Texas, same being on the west right-of-way line of County Road 279, being 652.87 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 469+71.35, for the southeast corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting the southwest corner of the called 6.32 acre tract of land conveyed to James Patrick Harlow, recorded in Volume 1572, Page 365 of the Official Records of Williamson County, Texas, same being on the east right-of-way line of said County Road 279, bears N 84°24'54" E for a distance of 50.89 feet;

THENCE, **S 67°41'56" W** with the south boundary line of said 23.017 acre Helms tract and the north boundary line of said 10.005 acre Forbes tract, for a distance of **141.47 feet** to an iron rod set with aluminum cap marked "Williamson County", being 683.68 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+41.18, for the southeast corner hereof, from which a 60D nail found monumenting the southwest corner of said 23.017 acre Helms tract, bears S 67°41'56" W passing at a distance of 1033.48 feet an iron rod found with cap marked (Forest) 0.08' south of this line, in all a total distance of 1225.54 feet;

THENCE, through the interior of said 23.017 acre Helms tract, the following six (6) courses and distances:

County: Williamson
Parcel No.: 48ROW
Tax ID: R530461
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

1. **N 20°20’18” W** for a distance of **11.67 feet** to an iron rod set with aluminum cap marked "Williamson County", being 672.23 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s Baseline Station 468+39.09;

2. **N 70°42’40” E** for a distance of **2.43 feet** to an iron rod set with aluminum cap marked "Williamson County", being 671.81 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s Baseline Station 468+41.35;

3. **N 19°25’13” W** for a distance of **480.69 feet** to an iron rod set with aluminum cap marked "Williamson County", being 198.79 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s Baseline Station 467+59.05;

4. **N 59°19’24” W** for a distance of **76.74 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s Baseline Station 467+00.74;

5. With a curve to the right an arc length of **200.51 feet**, said curve having a radius of **11150.00 feet**, a delta angle of **1°01’49”** and a chord which bears **S 81°51’53” W** for a distance of **200.50 feet** to a PK nail set in the base of a tree, being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s PC Station 465+02.93;

6. **S 82°22’48” W** for a distance of **31.05 feet** to an iron rod set with aluminum cap marked "Williamson County", on the north boundary line of said 23.017 acre Helms tract and the south boundary line of the called 54.068 acre tract of land (Tract 2) conveyed to J. Patrick Harlow and Lisa M. Harlow, Husband and Wife, recorded in Document No. 9639594 of the Official Records of Williamson County, Texas, being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s Baseline Station 464+71.89, for the northwest corner hereof, from which a 60D nail found monumenting an angle point on said north boundary line of the 23.017 acre Helms tract and said south boundary line of the 54.068 acre Harlow tract, bears S 42°06’16” W for a distance of 151.32 feet;

County: Williamson
Parcel No.: 48ROW
Tax ID: R530461
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

THENCE, with said north boundary line of the 23.017 acre Helms tract and said south boundary line of the 54.068 acre Harlow tract, the following two (2) courses and distances:

1. **N 42°06'16" E** for a distance of **21.95 feet** to a 60D nail found, being 135.81 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 464+88.64;

2. **N 42°35'15" E** for a distance of **428.27 feet** to an iron rod set with aluminum cap marked "Williamson County", on the northeast corner of said 23.017 acre Helms tract, the southeast corner of said 54.068 acre Harlow tract, the northwest corner of the called 0.06 acre tract of land conveyed to Williamson County, Texas, recorded in Volume 1988, Page 638 of the Official Records of Williamson County, Texas and the southwest corner of the called 0.015 acre tract of land conveyed to Williamson County, Texas, recorded in Volume 1987, Page 644 of the Official Records of Williamson County, Texas, same being on said west right-of-way line of County Road 279, being 133.73 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+21.62, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the north corner of said 0.015 acre Williamson County, Texas tract, same being on an angle point in the east boundary line of said 54.068 acre Harlow tract and said west right-of-way line of County Road 279, bears N 22°24'21" W for a distance of 79.83 feet;

THENCE, **S 22°24'21" E** with the east boundary line of said 23.017 acre Helms tract, the west boundary line of said 0.06 acre Williamson County, Texas tract and said west right-of-way line of County Road 279, for a distance of **331.01 feet** to a 1/2" iron rod found monumenting the south corner of said 0.06 acre Williamson County, Texas tract, being 188.89 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+95.52;

THENCE, with said east boundary line of the 23.017 acre Helms tract and said west right-of-way line of County Road 279, the following three (3) courses and distances:

1. **S 19°26'15" E** for a distance of **198.96 feet** to a calculated point, being 385.02 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 469+28.15;

County: Williamson
Parcel No.: 48ROW
Tax ID: R530461
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

2. **S 19°23'37" E** for a distance of **103.43 feet** to a 60D nail found, being 487.03 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 469+44.60;

3. **S 19°37'05" E** for a distance of **168.21 feet** to the **POINT OF BEGINNING** hereof and containing 3.077 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

Date: June 4, 2021

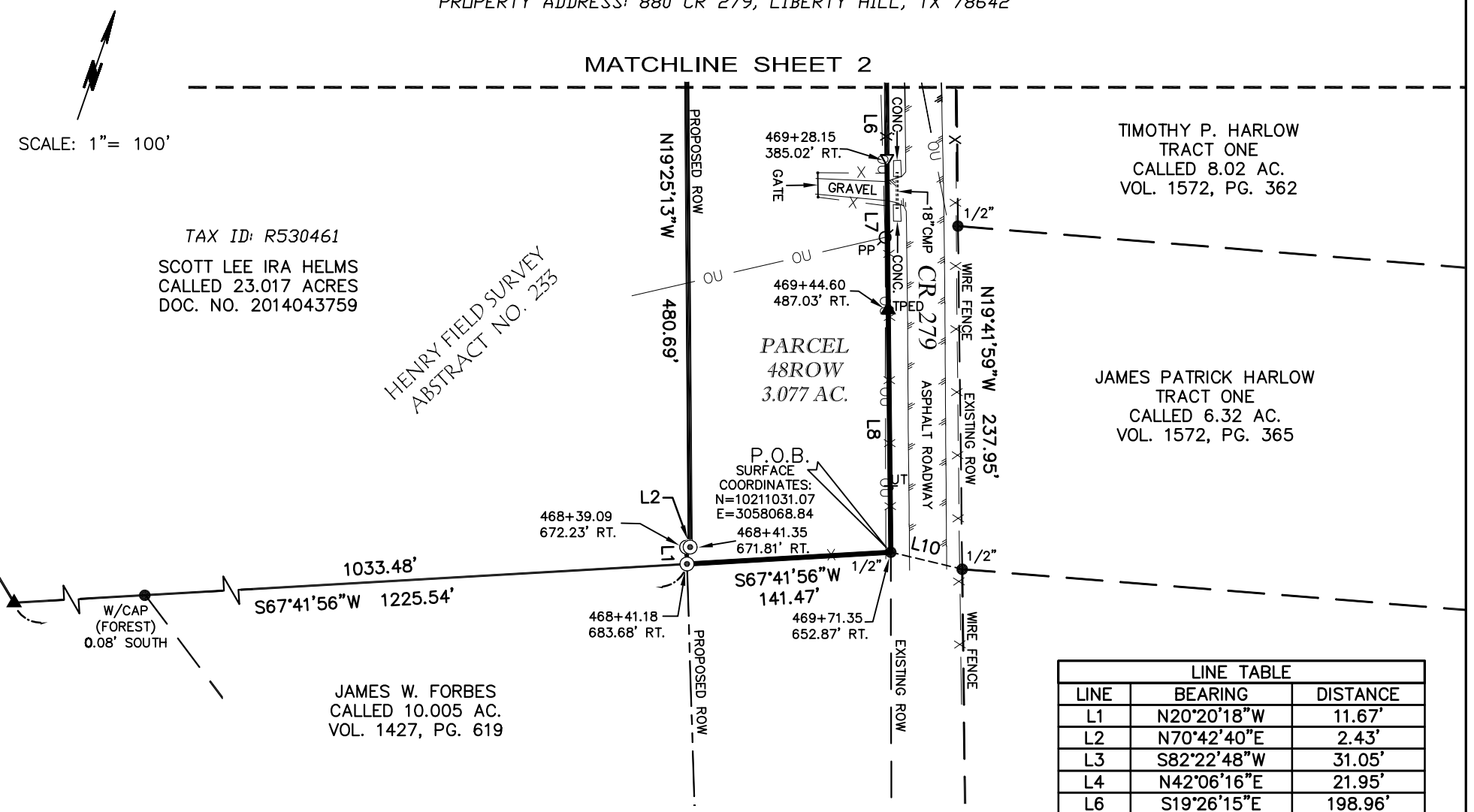
PRELIMINARY FOR REVIEW – NOT TO BE RECORDED

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NUMBER 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS PRELIM SURVEYS\PARCEL 48 ROW HELMS\PARCEL 48ROW N SH 29 BYPASS LH REVISED PRELIMINARY M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 3.077 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 23.017 ACRE TRACT OF LAND CONVEYED TO SCOTT LEE IRA HELMS, RECORDED IN DOCUMENT NO. 2014043759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 880 CR 279, LIBERTY HILL, TX 78642



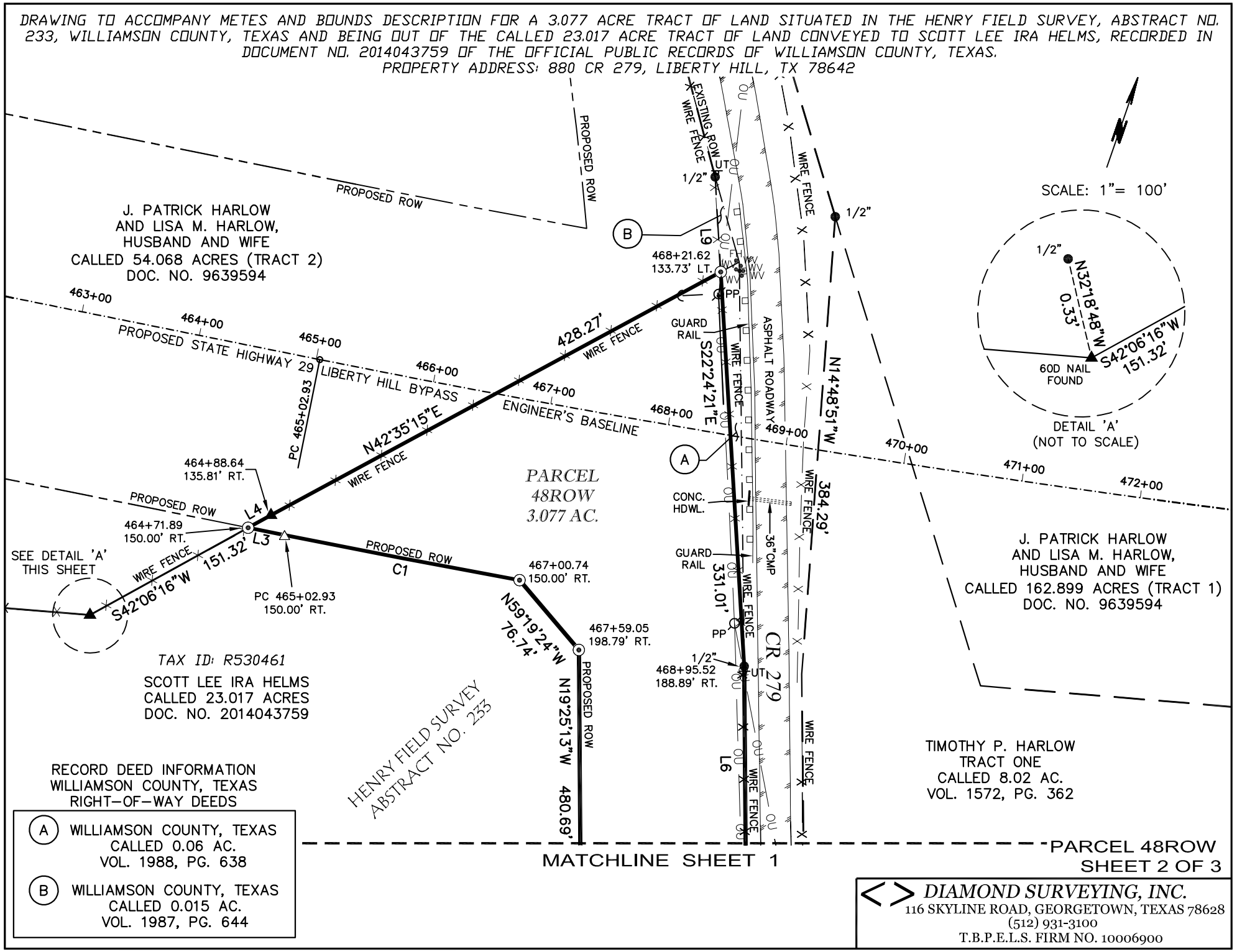
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N20°20'18"W	11.67'
L2	N70°42'40"E	2.43'
L3	S82°22'48"W	31.05'
L4	N42°06'16"E	21.95'
L6	S19°26'15"E	198.96'
L7	S19°23'37"E	103.43'
L8	S19°37'05"E	168.21'
L9	N22°24'21"W	79.83'
L10	N84°24'54"E	50.89'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	11150.00'	200.51'	1°01'49"	S81°51'53"W	200.50'

PARCEL 48ROW
SHEET 1 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS PRELIM SURVEYS\PARCEL 48 ROW HELMS\PARCEL 48 SH 29 BYPASS LH REVISED PRELIMINARY.dwg


DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 3.077 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 23.017 ACRE TRACT OF LAND CONVEYED TO SCOTT LEE IRA HELMS, RECORDED IN DOCUMENT NO. 2014043759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 880 CR 279, LIBERTY HILL, TX 78642
J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE CALLED 54.068 ACRES (TRACT 2) DOC. NO. 9639594
PROPOSED ROW
PROPOSED STATE HIGHWAY 29 LIBERTY HILL BYPASS
ENGINEER'S BASELINE
463+00
464+00
465+00
466+00
467+00
468+00
469+00
470+00
471+00
472+00
PC 465+02.93
428.27'
N42°35'15"E
WIRE FENCE
464+88.64
135.81' RT.
464+71.89
150.00' RT.
L4
L3
151.32'
S42°06'16"W
SEE DETAIL 'A' THIS SHEET
PC 465+02.93
150.00' RT.
C1
467+00.74
150.00' RT.
N59°19'24"W
76.74'
467+59.05
198.79' RT.
N19°25'13"W
480.69'
PARCEL 48ROW
3.077 AC.
TAX ID: R530461
SCOTT LEE IRA HELMS
CALLED 23.017 ACRES
DOC. NO. 2014043759
HENRY FIELD SURVEY
ABSTRACT NO. 233
EXISTING ROW
WIRE FENCE
1/2"
UT
L9
468+21.62
133.73' LT.
PP
GUARD RAIL
S22°24'21"E
ASPHALT ROADWAY
N14°48'51"W
384.29'
CONC. HDWL.
36"CMP
331.01'
468+95.52
188.89' RT.
L6
CR 279
SCALE: 1"= 100'
N32°18'48"W
0.33'
S42°06'16"W
151.32'
60D NAIL FOUND
DETAIL 'A'
(NOT TO SCALE)
J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE CALLED 162.899 ACRES (TRACT 1) DOC. NO. 9639594
TIMOTHY P. HARLOW TRACT ONE CALLED 8.02 AC. VOL. 1572, PG. 362
RECORD DEED INFORMATION
WILLIAMSON COUNTY, TEXAS
RIGHT-OF-WAY DEEDS
A WILLIAMSON COUNTY, TEXAS CALLED 0.06 AC. VOL. 1988, PG. 638
B WILLIAMSON COUNTY, TEXAS CALLED 0.015 AC. VOL. 1987, PG. 644
MATCHLINE SHEET 1
PARCEL 48ROW
SHEET 2 OF 3
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900
Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS PRELIM SURVEYS\PARCEL 48 ROW HELMS\PARCEL 48 SH 29 BYPASS LH REVISED PRELIMINARY.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 3.077 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 23.017 ACRE TRACT OF LAND CONVEYED TO SCOTT LEE IRA HELMS, RECORDED IN DOCUMENT NO. 2014043759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 880 CR 279, LIBERTY HILL, TX 78642

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

LEGEND

●	IRON ROD FOUND
▲	60D NAIL FOUND
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
△	PK NAIL SET IN BASE OF TREE
▽	CALCULATED POINT
UT	UNDERGROUND TELEPHONE MARKER
TPED	TELEPHONE PEDESTAL
WV	WATER VALVE
FH	FIRE HYDRANT
PP	POWER POLE
	DOWN GUY
X X	WIRE FENCE
OU	OVERHEAD UTILITY LINE
	EDGE OF PAVEMENT
	GUARD RAIL
	RIGHT-OF-WAY DEED LINE
	ENGINEER'S BASELINE
CONC.	CONCRETE
HDWL.	HEADWALL
CMP	CORRUGATED METAL PIPE
ROW	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

To: Williamson County, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on December 14, 2020. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1B, Condition III Standard Land Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

PRELIMINARY - NOT TO BE RECORDED

JUNE 4, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

PARCEL 48ROW
SHEET 3 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS PRELIM SURVEYS\PARCEL 48 ROW HELMS\PARCEL 48 SH 29 BYPASS LH REVISED PRELIMINARY.dwg

Commissioners Court - Regular Session **49.**

Meeting Date: 03/08/2022

Liberty Hill Bypass Condemnation Resolution

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.923 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (Christina A. Helms/ Parcel 4). Funding Source: Road Bonds P346.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:16 AM
Form Started By: Charlie Crossfield		Started On: 03/03/2022 08:06 AM
Final Approval Date: 03/03/2022		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.923 acres (Parcel 4) described by metes and bounds in Exhibit "A" owned by **CHRISTINA A. HELMS** for the purpose of constructing, reconstructing, maintaining, and operating the Liberty Hill Bypass roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel : 4 –Helms
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.923 ACRE (40,224 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 13.205 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO SCOTT L. I. HELMS RECORDED IN DOCUMENT NO. 2020012722 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.923 ACRE (40,224 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 115.99 feet left of Bagdad Road Baseline Station 303+45.44 (Grid Coordinates determined as N=10,208,720.49 E=3,057,910.86), being in the southerly boundary line of said 13.205 acre tract, same being in the northerly boundary line of an apparent remainder of the westerly portion (west of County Road) of that called 245 acre tract of land set out in Partition Deed to James W. Forbes and wife, Barbara Ann Forbes recorded in Volume 569, Page 425 of the Deed Records of Williamson County, Texas, said remainder portion described as "....an area used for road widening of an existing 30 foot wide road easement..." in Document No. 2020012722 of the Official Public Records of Williamson County, Texas, and appears to be vested in Scott L. I. Helms, Christina A. Helms and Lacie G. Hale, heirs of Barbara Ann Forbes, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a nail set in a wood fence post, being an angle point in the said southerly boundary line of the 13.205 acre tract bears with said fence, S 64°27'17" W, at a distance of 163.72 feet;

1) **THENCE,** departing said remainder area, with said proposed westerly ROW line, through the interior of said 13.205 acre tract, **N 30°13'52" W,** for a distance of **495.68** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 109.31 feet left of Bagdad Road Baseline Station 308+17.84 in the northerly boundary line of said 13.205 acre tract, same being in the southerly boundary line of that called 10.005 acre tract of land described in Warranty Deed to James W. Forbes recorded in Volume 1427, Page 619 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

2) **THENCE,** departing said proposed westerly ROW line, with the northerly boundary line of said 13.205 acre tract, same being the southerly boundary line of said 10.005 acre tract, **N 67°41'35" E,** for a distance of **129.46** feet to an iron rod with a plastic cap stamped "FOREST SURVEYING RPLS 1847" found in the existing westerly ROW line of County Road 279 (Bagdad Road) (variable width ROW), being the northeasterly corner of said 13.205 acre tract, same being the southeasterly corner of said 10.005 acre tract, for the northeasterly corner of the herein described parcel;

3) **THENCE,** with said existing westerly ROW line, same being the easterly boundary line of said 13.205 acre tract, **S 19°12'27" E,** for a distance of **489.70** feet to a 1/2" iron rod found, being the southeasterly corner of said 13.205 acre tract, same being the northeasterly corner of said remainder tract, for the southeasterly corner of the herein described parcel, and from which, an iron rod with a plastic cap stamped "FOREST RPLS 1847" found, being the southeasterly corner of said remainder tract, same being the northeasterly corner of that called 11.419 acre tract of land described in Warranty Deed With Vendor's Lien to MGD Interest, Ltd. recorded in Document No. 2020076120 of the Official Public Records of Williamson County, Texas, bears, with said existing westerly ROW line, S 17°59'39" E, at a distance of 18.83 feet;

County: Williamson
Parcel : 4 –Helms
Highway: Bagdad Rd (CR 279)

4) **THENCE,** departing said existing westerly ROW line, with the southerly boundary line of said 13.205 acre tract, same being the northerly boundary line of said remainder tract, **S 64°27'17" W,** for a distance of **34.70** feet to the **POINT OF BEGINNING**, containing 0.923 acres (40,224 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 — 23 Nov 2021

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

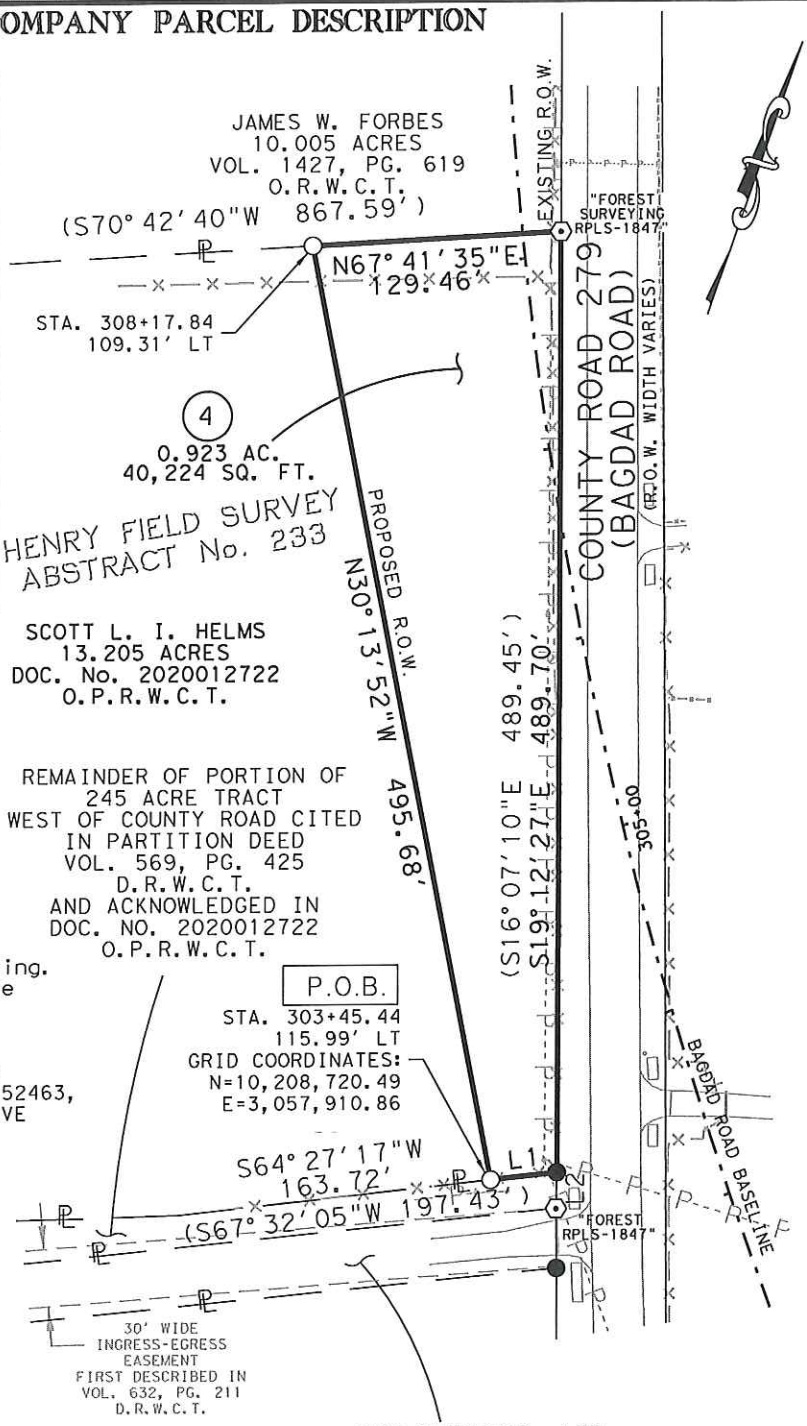
Date

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
◉	½" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND IN FENCE POST
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
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



NO.	DIRECTION	DISTANCE
L1	S64° 27' 17"W	34.70'
L2	S17° 59' 39"E	18.83'

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-152463, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 6, 2021, ISSUE DATE AUGUST 17, 2021.

1. RESTRICTIVE COVENANTS: VOLUME 631, PAGE 833 AND VOLUME 642, PAGE 364, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

(10)2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 2014037857, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

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 23 Nov 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

11/04/2021

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

SCOTT L. I. HELMS

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 4
0.923 ACRES
40,224 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 4 & 9-HELMS\PARCEL 4\PARCEL 4-HELMS-REV.dgn

Commissioners Court - Regular Session **50.**

Meeting Date: 03/08/2022

Liberty Hill Bypass Condemnation Resolution

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.285 acres and 16.010 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (J. Patrick Harlow and Lisa M. Harlow/Parcels 2 & 47). Funding Source: Road Bonds P346.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:16 AM
Form Started By: Charlie Crossfield		Started On: 03/03/2022 08:07 AM
Final Approval Date: 03/03/2022		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tracts of land being 2.285 acres (Parcel 2) and 16.010 acres (Parcel 47) described by metes and bounds in Exhibits "A & B" owned by **J. PATRICK HARLOW AND LISA M. HARLOW** for the purpose of constructing, reconstructing, maintaining, and operating the Liberty Hill Bypass roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel : 2–Harlow
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 2.285 ACRE (99,551 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 162.899 ACRE TRACT OF LAND (TRACT 1) DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO J. PATRICK HARLOW AND LISA M. HARLOW RECORDED IN DOCUMENT NO. 1996039594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.285 ACRE (99,551 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set at the intersection of the existing easterly Right-of-Way (ROW) line of County Road (C.R.) 279 (ROW width varies) with the proposed easterly ROW line of Bagdad Road (ROW width varies), being 24.54 feet right of Bagdad Road Baseline Station 344+74.59 (Grid Coordinates determined as N=10,212,221.20 E=3,055,846.01), same being in the westerly boundary line of said 162.899 acre tract, for the northerly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an 80D nail found, being the northwesterly corner of said 162.899 acre tract, same being the southwesterly corner of that called 4.65 acre tract of land cited in General Warranty Deed With Vendor's Lien to George E. Peacock, Jr. and Joyce H. Peacock Document No. 2019011190 and described in Document No. 2016035077, both of the Official Public Records of Williamson County, Texas, bears N 48°28'10" W, at a distance of 172.07 feet;

THENCE, departing said existing easterly ROW line, with said proposed easterly ROW line, through the interior of said 162.899 acre tract, the following five (5) courses:

1) **S 53°54'58" E,** for a distance of **142.84** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 35.09 feet right of Bagdad Road Baseline Station 343+30.31, for an angle point;

2) **S 57°18'47" E,** for a distance of **299.21** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 42.68 feet right of Bagdad Road Baseline Station 340+30.33, for the beginning of a non-tangent curve to the right;

3) Along said curve to the right, having a delta angle of **19°50'04",** a radius of **2,715.00** feet**,** an arc length of **939.87** feet and a chord which bears **S 44°03'50" E,** for a distance of **935.18** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.11 feet right of Bagdad Road Baseline Station 331+10.14, for a point of non-tangency;

4) **S 33°37'22" E,** for a distance of **1,058.63** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 129.32 feet right of Bagdad Road Baseline Station 320+73.67, for an angle point;

5) **S 22°03'14" E,** for a distance of **39.32** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 129.69 feet right of Bagdad Road Baseline Station 320+36.54, in the westerly boundary line of said 162.899 acre tract, same being in the easterly boundary line of that called 8.02 acre tract of land (Tract One) described in Deed of Gift to Timothy P. Harlow recorded in Volume 1572, Page 362 of the Official Records of Williamson County, Texas, for the southerly corner of the herein described parcel;

6) **THENCE,** with said common boundary line**, N 37°30'25" W,** for a distance of **51.21** feet to a 1/2" iron rod found in said existing easterly ROW line of C.R. 279, being an angle point in the westerly boundary line of said 162.899 acre tract, same being the northwesterly corner of said 8.02 acre tract, and from which, a 1/2" iron rod found, being the southwesterly corner of said 8.02 acre tract bears, with said existing easterly ROW line, S 14°47'53" E, at a distance of 383.57 feet a calculated angle point and continuing S 19°38'16" E, at a distance of 238.71 feet;

County: Williamson
Parcel : 2–Harlow
Highway: Bagdad Rd (CR 279)

THENCE, departing said 8.02 acre tract and said proposed easterly ROW line, with said existing easterly ROW line, same being the westerly boundary line of said 162.899 acre tract, the following four (4) courses:

7) **N 35°40'29" W,** for a distance of **1,143.69** feet to a called for chain link fence corner post, for an angle point;

8) **N 36°05'59" W,** for a distance of **77.18** feet to a called for chain link fence corner post, for an angle point;

9) **N 38°16'43" W,** for a distance of **121.36** feet, for a calculated angle point;

10) **N 48°28'10" W,** for a distance of **1,068.37** feet to the **POINT OF BEGINNING**, containing 2.285 acres (99,551 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 — 12 July 2021
M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

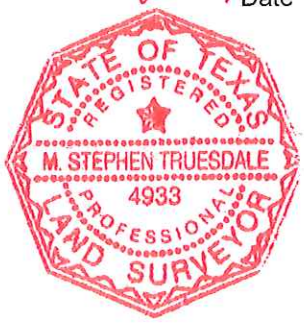
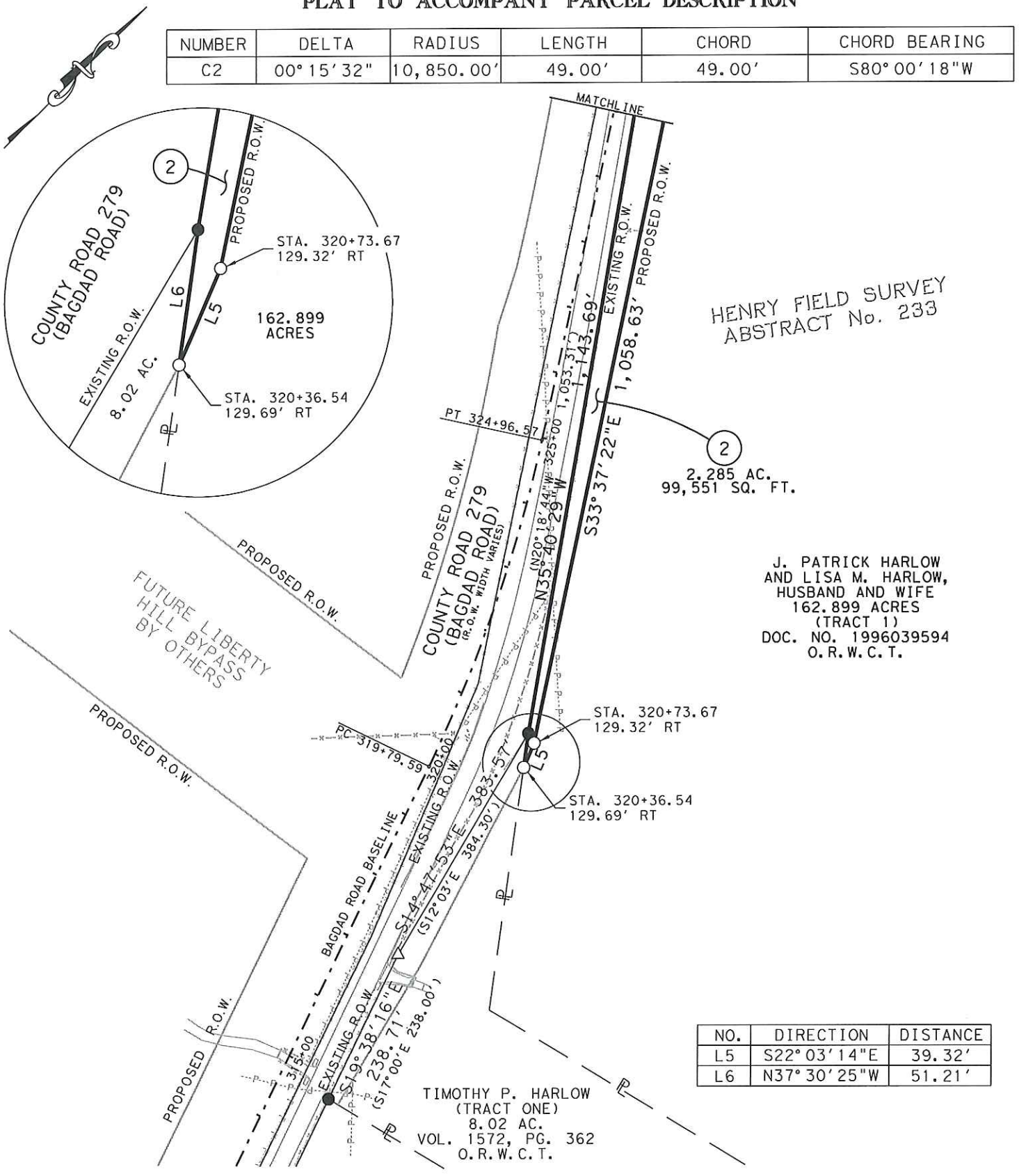


EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	00° 15' 32"	10,850.00'	49.00'	49.00'	S80° 00' 18"W



NO.	DIRECTION	DISTANCE
L5	S22° 03' 14"E	39.32'
L6	N37° 30' 25"W	51.21'

06/23/2021

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

J. PATRICK HARLOW & LISA M. HARLOW

SCALE	PROJECT	COUNTY
1" = 200'	BAGDAD ROAD	WILLIAMSON

PARCEL 2
2.285 ACRES
99,551 Sq. Ft.

S:_BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCELS 2,5,6 & 7-HARLOW\PARCEL 2\PARCEL 2-HARLOW-SH3.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	19°50'04"	2,715.00'	939.87'	935.18'	S44°03'50"E

LEGEND

✲	FENCE POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
◉	½" IRON PIPE FOUND UNLESS NOTED
▲	80/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON-COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
⌇	LINE BREAK
⌇	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
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

NO.	DIRECTION	DISTANCE
L1	N48°28'10"W	172.07'
L2	S53°54'58"E	142.84'
L3	S57°18'47"E	299.21'
L4	S33°37'22"E	1,058.63'
L7	N35°40'29"W	1,143.69'
(L7)	(N20°18'44"W)	(1,053.31')
L8	N36°05'59"W	77.18'
(L8)	(N35°47'48"W)	(76.36')
L9	N38°16'43"W	121.36'
(L9)	(N36°17'32"W)	(121.38')

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

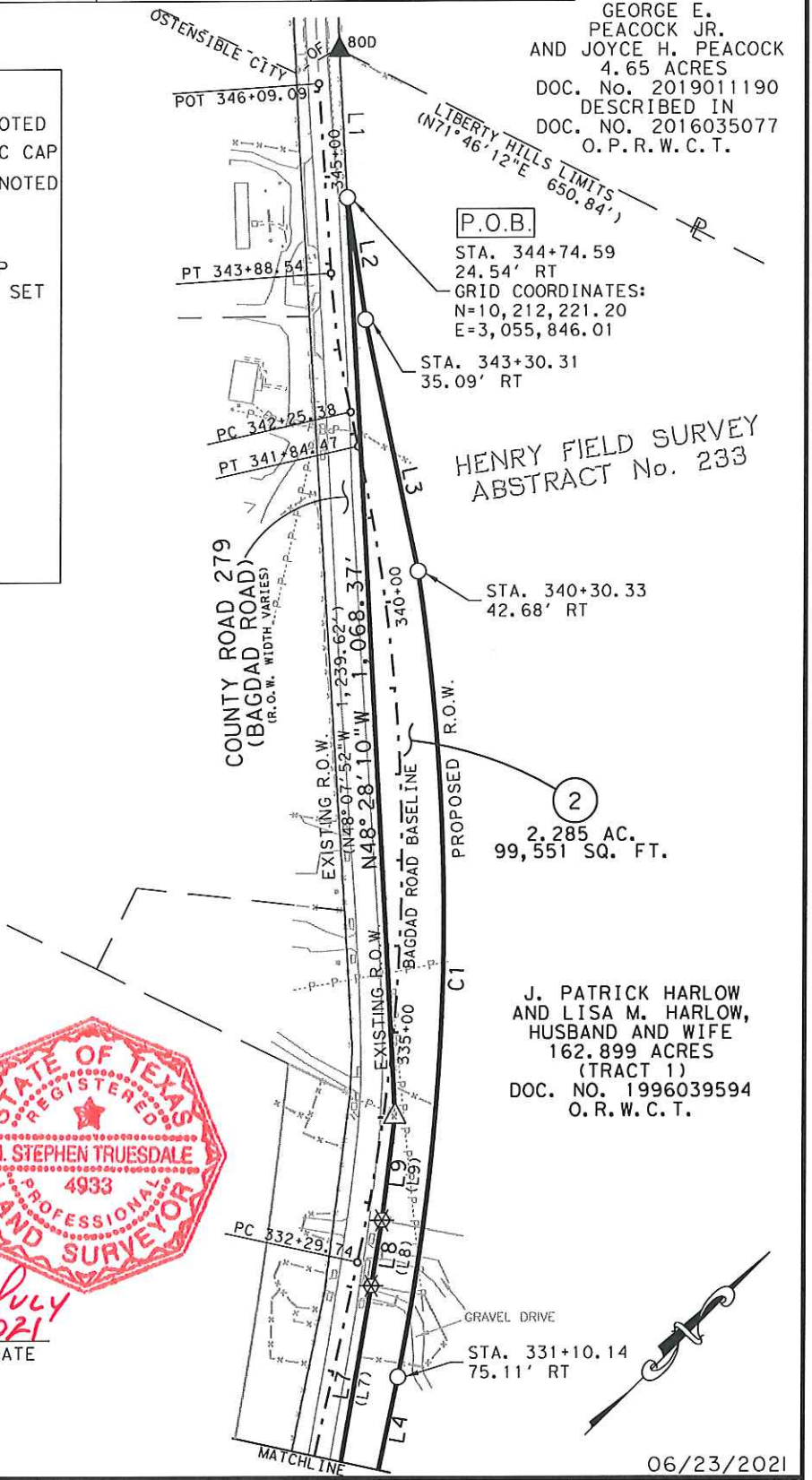
2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEYMADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

M. Stephen Truesdale 12 July 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



06/23/2021

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

J. PATRICK HARLOW & LISA M. HARLOW

SCALE	PROJECT	COUNTY
1" = 200'	BAGDAD ROAD	WILLIAMSON

PARCEL 2
2.285 ACRES
99,551 Sq. Ft.

S:_BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCELS 2,5,6 & 7-HARLOW\PARCEL 2\PARCEL 2-HARLOW-SH4.dgn

Exhibit "B"

County: Williamson
Parcel No.: 47ROW
Tax ID: R356776
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 47ROW

FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 16.010 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JULY 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with cap marked “RPLS 5784” (Surface Coordinates: N=10211311.46, E=3055913.39) monumenting the northeast corner of the called 2.362 acre tract of land (Tract 1) conveyed to Fidel G. Loza, recorded in Document No. 2016039911 of the Official Public Records of Williamson County, Texas and the southeast corner of the called 1.828 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016038954 of the Official Public Records of Williamson County, Texas, same being on the west boundary line of said 54.068 acre Harlow tract, from which a 1/2” iron rod found monumenting the southwest corner of said 54.068 acre Harlow tract and the southeast corner of said 2.362 acre Loza tract, same being on the north boundary line of the called 13.929 acre tract of land (Tract 1) conveyed to Murray K. Choate and Pamela R. Choate, recorded in Document No. 2016107912 of the Official Public Records of Williamson County, Texas, bears S 34°59’12” E for a distance of 363.63 feet;

THENCE, N 35°18’56” W with the west boundary line of said 54.068 acre Harlow tract and the east boundary line of said 1.828 acre Williamson County, Texas tract, for a distance of 59.66 feet to an iron rod set with aluminum cap marked "Williamson County" (Surface Coordinates: N=10211360.14, E=3055878.90), being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s Baseline Station 449+05.38, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, with the west boundary line of said 54.068 acre Harlow tract and the east boundary line of said 1.828 acre Williamson County, Texas tract, the following two (2) courses and distances:

County: Williamson
Parcel No.: 47ROW
Tax ID: R356776
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

1. **N 35°18'56" W** for a distance of **24.87 feet** to a fence post found (leaning), being 132.57 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 448+88.59;

2. **N 50°59'33" W** for a distance of **99.63 feet** to an iron rod found with cap (non-legible) monumenting the northeast corner of said 1.828 acre Williamson County, Texas tract and the southeast corner of the called 1.224 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016043602 of the Official Public Records of Williamson County, Texas, being 86.31 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 448+04.04, from which an iron rod found with cap marked "RPLS 5784" monumenting the northwest corner of said 1.828 acre Williamson County, Texas tract and the southwest corner of said 1.224 acre Williamson County, Texas tract, same being on the east right-of-way of Stubblefield Lane, bears S 55°09'52" W for a distance of 315.88 feet;

THENCE, **N 51°08'08" W** with the west boundary line of said 54.068 acre Harlow tract and the east boundary line of said 1.224 acre Williamson County, Texas tract, for a distance of **184.55 feet** to a 1/2" iron rod found monumenting the northeast corner of said 1.224 acre Williamson County, Texas tract and the southeast corner of the called 1.414 acre tract of land (Parcel 45ROW) conveyed to Williamson County, Texas, recorded in Document No. 2021029944 of the Official Public Records of Williamson County, Texas, being 9.27 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 446+39.44, from which a 1/2" iron rod found monumenting the northwest corner of said 1.224 acre Williamson County, Texas tract and the southwest corner of said 1.414 acre Williamson County, Texas tract, same being on said east right-of-way line of said Stubblefield Lane, bears S 71°02'56" W for a distance of 208.99 feet;

THENCE, **N 21°03'34" W** with the west boundary line of said 54.068 acre Harlow tract and the east boundary line of said 1.414 acre Williamson County, Texas tract, for a distance of **203.87 feet** to an iron rod set with aluminum cap marked "Williamson County" for the northeast corner of said 1.414 acre Williamson County, Texas tract and the southeast corner of the called 0.576 acre tract of land (Parcel 45REM) conveyed to Williamson County, Texas, recorded in said Document No. 2021029944, being 150.00

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Highway: SH 29 Liberty Hill Bypass
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To: R.M. 1869

feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 445+08.41, for the most westerly northwest corner hereof, same being on the proposed north right-of-way line of the State Highway 29 Liberty Hill Bypass Control of Access (COA), from which an iron rod found with cap marked "Land Dev" monumenting the northeast corner of said 0.576 acre Williamson County, Texas tract and the southeast corner of the called 1.06 acre tract of land conveyed to Liberty Hill Water Supply Corp., recorded in Document No. 2000053600 of the Official Public Records of Williamson County, Texas, same being on the west boundary line of the called 6.50 acre tract of land conveyed to James Wayne Mather, recorded in Document No. 2006068763 of the Official Public Records of Williamson County, Texas, bears N 21°03'34" W for a distance of 213.62 feet;

THENCE, through the interior of said 54.068 acre Harlow tract the following eight (8) courses and distances:

1. With a curve to left passing at an arc length of 886.54 feet a calculated point 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 454+51.53, for the end of said Control of Access, in all a total arc length of **1095.64 feet**, said curve having a radius of **2350.00 feet**, a delta angle of **26°42'47"** and a chord which bears **S 84°15'49" E** for a distance of **1085.75 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's PT Station 456+73.98, for the end of this curve;

2. **N 82°22'48" E** for a distance of **828.95 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's PC Station 465+02.93, on the beginning of a curve to the left;

3. With said curve to the left an arc length of **147.43 feet**, said curve having a radius of **10850.00 feet**, a delta angle of **0°46'43"** and a chord which bears **N 81°59'26" E** for a distance of **147.43 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 466+52.40, for the end of this curve;

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4. **N 28°33'44" E** for a distance of **49.27 feet** to an iron rod set with aluminum cap marked "Williamson County", being 189.33 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 466+82.54;

5. With a curve to the left an arc length of **316.75 feet**, said curve having a radius of **2097.19 feet**, a delta angle of **8°39'13"** and a chord which bears **N 27°47'43" W** for a distance of **316.45 feet** to an iron rod set with aluminum cap marked "Williamson County", being 487.58 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 465+73.42, for the end of this curve;

6. **N 30°46'10" W** for a distance of **286.37 feet** to an iron rod set with aluminum cap marked "Williamson County", being 751.11 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 464+57.72, for the beginning of a curve to the left;

7. With said curve to the left an arc length of **552.84 feet**, said curve having a radius of **4000.00 feet**, a delta angle of **7°55'08"** and a chord which bears **N 34°43'44" W** for a distance of **552.40 feet** to an iron rod set with aluminum cap marked "Williamson County", being 1242.82 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 462+06.00, for the end of this curve;

8. **N 38°41'18" W** for a distance of **134.36 feet** to an iron rod set with aluminum cap marked "Williamson County" on the north boundary line of said 54.068 acre Harlow tract and the south boundary line of the called 1.00 acre tract of land conveyed to Laura Moscatelli, recorded in Document No. 2016095223 of the Official Public Records of Williamson County, Texas, being 1357.91 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 461+36.67, for the most northerly northwest corner hereof, from which a fence post found on the southwest corner of said 1.00 acre Moscatelli tract and an exterior ell corner of the called 10.00 acre tract of land conveyed to Becky Faurie, recorded in Volume 1453, Page 908 of the Official Records of Williamson County, Texas, same being

on said north boundary line of the 54.068 acre Harlow tract, bears S 70°42'27" W for a distance of 148.66 feet and S 71°05'57" W for a distance of 100.66 feet;

THENCE, **N 70°42'27" E** with said north boundary line of the 54.068 acre Harlow tract and said south boundary of the 1.00 acre Moscatelli tract, for a distance of **72.96 feet** to a fence post found on the northeast corner of said 54.068 acre Harlow tract and the southeast corner of said 1.00 acre Moscatelli tract, same being on the west right-of-way line of County Road 279, being 1372.67 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 462+08.12, for the northeast corner hereof, from which a 1/2" iron rod found monumenting an angle point on the east boundary line of said 1.00 acre Moscatelli tract and said west right-of-way line of County Road 279, bears N 42°42'33" W for a distance of 52.78 feet;

THENCE, with the fenced east boundary line of said 54.068 acre Harlow tract and said west right-of-way line of County Road 279, the following two (2) courses and distances:

1. **S 38°09'19" E** for a distance of **230.48 feet** to a calculated point, being 1174.15 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 463+25.22;

2. **S 33°50'18" E** for a distance of **1068.62 feet** to a 1/2" iron rod found monumenting the north corner of the called 0.015 acre tract of land conveyed to Williamson County, Texas, recorded in Volume 1987, Page 644 of the Official Records of Williamson County, Texas, being 211.46 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+03.14, from which a 1/2" iron rod found monumenting the northwest corner of the called 8.02 acre tract of land (Tract One) conveyed to Timothy P. Harlow, recorded in Volume 1572, Page 362 of the Official Records of Williamson County, Texas, same being on the west boundary line of the called 162.899 acre tract of land (Tract 1) conveyed to J. Patrick Harlow and Lisa M. Harlow, husband and wife, recorded in said Document No. 9639594, same being on the east right-of-way line of said County Road 279, bears N 89°19'56" E for a distance of 105.99 feet;

THENCE, **S 22°24'21" E** with the east boundary line of said 54.068 acre Harlow tract, the west boundary line of said 0.015 acre Williamson County, Texas tract and said west right-

of-way line of County Road 279, for a distance of **79.83 feet** to an iron rod set with aluminum cap marked "Williamson County" for the southeast corner of said 54.068 acre Harlow tract, the southwest corner of said 0.015 acre Williamson County, Texas tract, the northwest corner of the called 0.06 acre tract of land conveyed to Williamson County, Texas, recorded in Volume 1988, Page 638 of the Official Records of Williamson County, Texas and the northeast corner of the called 23.017 acre tract of land conveyed to Scott Lee Ira Helms, recorded in Document No. 2014043759 of the Official Public Records of Williamson County, Texas, being 133.73 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+21.62, for the southeast corner hereof, from which a 1/2" iron rod found monumenting an angle point on the east boundary line of said 23.017 acre Helms tract and said west right-of-way line of County Road 279, bears S 22°24'21" E for a distance of 331.01 feet;

THENCE, with the south boundary line of said 54.068 acre Harlow tract and the north boundary line of said 23.017 acre Helms tract, the following two (2) courses and distances:

1. **S 42°35'15" W** for a distance of **428.27 feet** to a 60D nail found, being 135.81 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 464+88.64;

2. **S 42°06'16" W** for a distance of **21.95 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 464+71.89, from which a 60D nail found monumenting an angle point in said south boundary line of the 54.068 acre Harlow tract and said north boundary line of the 23.017 acre Helms tract, bears S 42°06'16" W for a distance of 151.32 feet;

THENCE, through the interior of said 54.068 acre Harlow tract, the following two (2) courses and distances:

1. **S 82°22'48" W** for a distance of **797.90 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of the proposed State Highway 29 Liberty Hill Bypass Engineer's PT and End of Control of Access Station 456+73.98, on the beginning of a curve to the right;

County: Williamson
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Tax ID: R356776
Highway: SH 29 Liberty Hill Bypass
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To: R.M. 1869

2. With said curve to the right passing at an arc length of 598.79 feet a calculated point being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Begin Control of Access Station 451+09.08, in all a total arc length of **814.72 feet**, said curve having a radius of **2650.00 feet**, a delta angle of **17°36'54"** and a chord which bears **N 88°48'45" W** for a distance of **811.52 feet** to the **POINT OF BEGINNING** hereof and containing 16.010 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

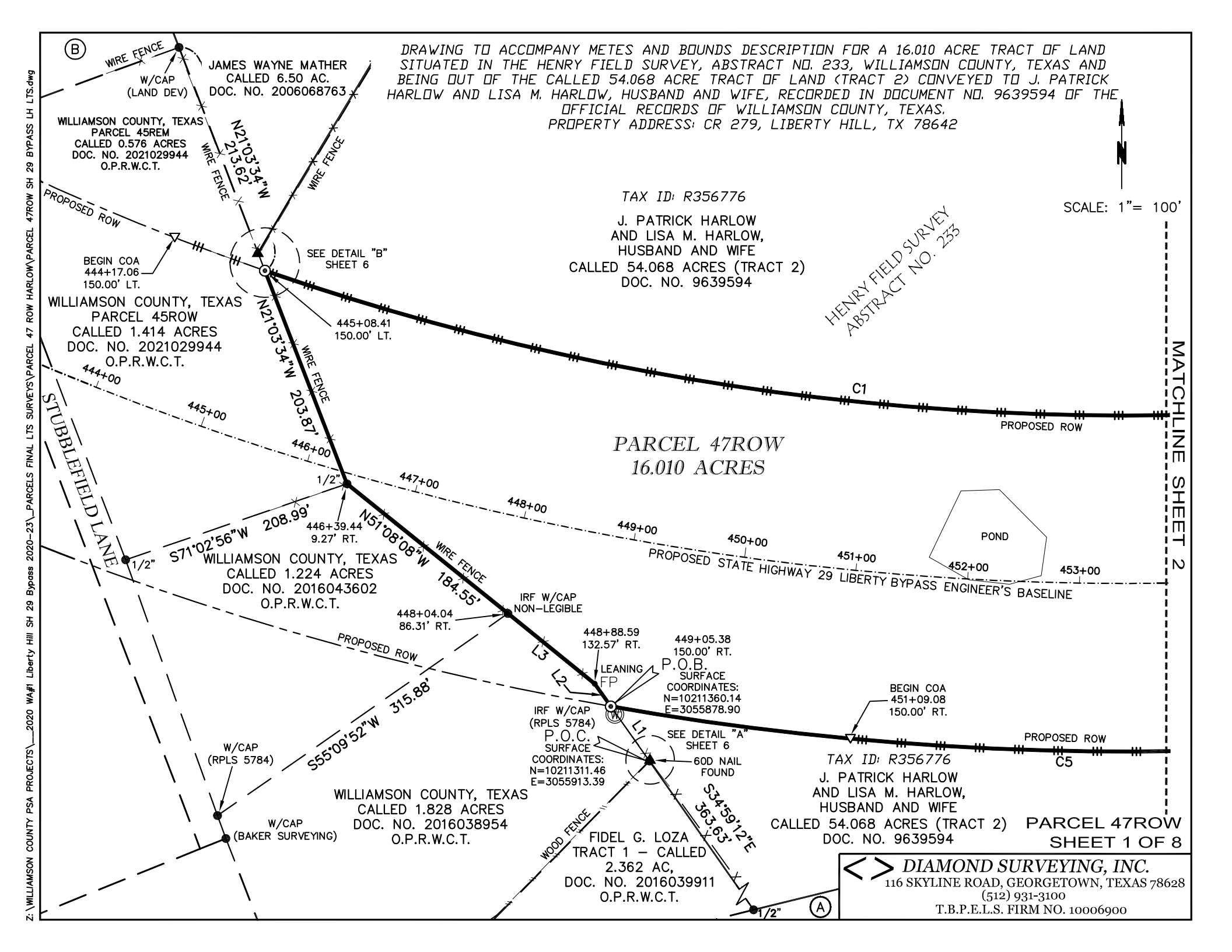
A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

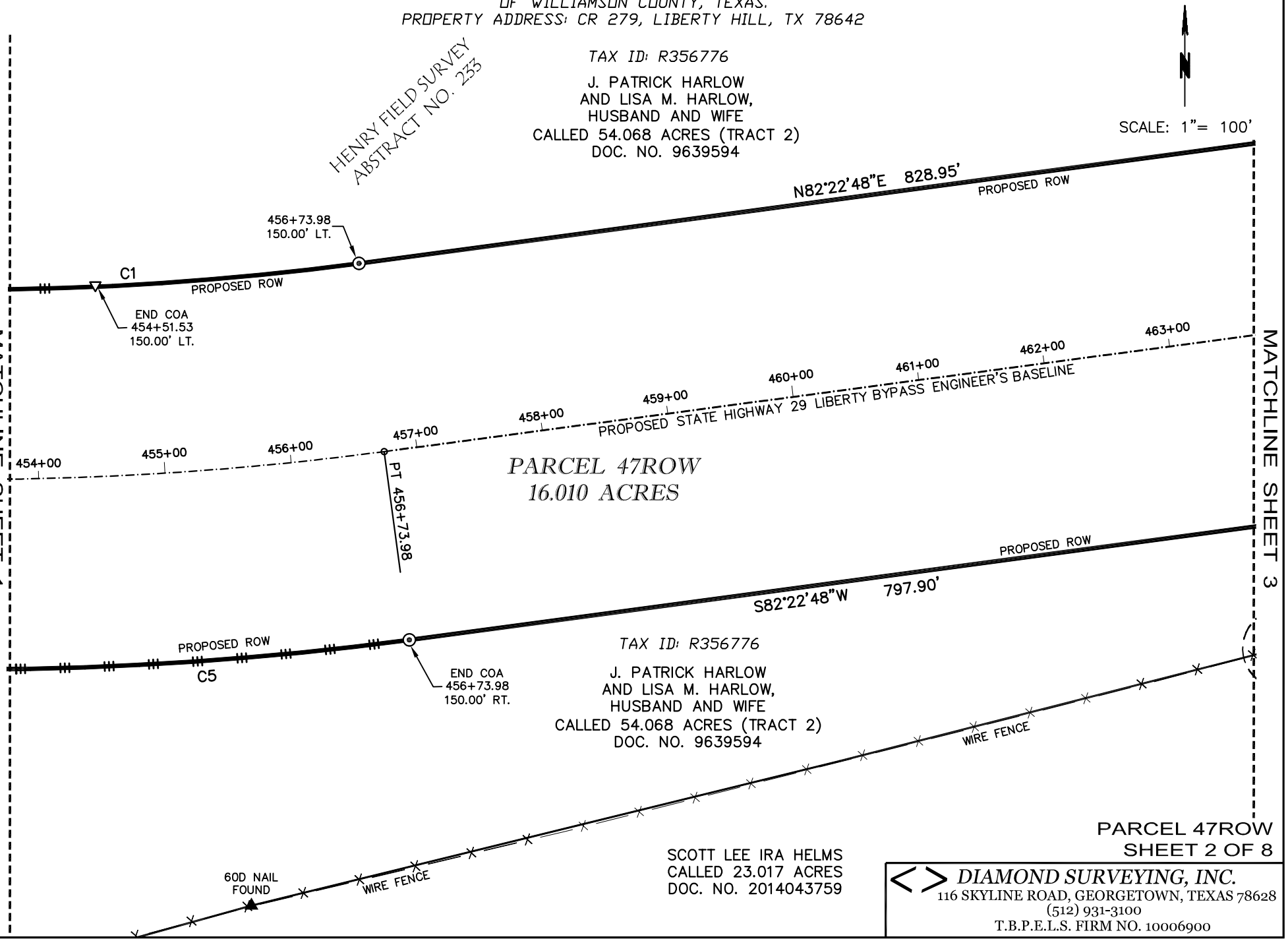
AUGUST 2, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 47 ROW HARLOW\PARCEL 47ROW N SH 29 BYPASS LH LTS M&B.doc


DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642
SCALE: 1"= 100'
PARCEL 47ROW
16.010 ACRES
TAX ID: R356776
J. PATRICK HARLOW
AND LISA M. HARLOW,
HUSBAND AND WIFE
CALLED 54.068 ACRES (TRACT 2)
DOC. NO. 9639594
HENRY FIELD SURVEY
ABSTRACT NO. 233
JAMES WAYNE MATHER
CALLED 6.50 AC.
DOC. NO. 2006068763
WILLIAMSON COUNTY, TEXAS
PARCEL 45REM
CALLED 0.576 ACRES
DOC. NO. 2021029944
O.P.R.W.C.T.
WILLIAMSON COUNTY, TEXAS
PARCEL 45ROW
CALLED 1.414 ACRES
DOC. NO. 2021029944
O.P.R.W.C.T.
WILLIAMSON COUNTY, TEXAS
CALLED 1.224 ACRES
DOC. NO. 2016043602
O.P.R.W.C.T.
WILLIAMSON COUNTY, TEXAS
CALLED 1.828 ACRES
DOC. NO. 2016038954
O.P.R.W.C.T.
FIDEL G. LOZA
TRACT 1 – CALLED
2.362 AC,
DOC. NO. 2016039911
O.P.R.W.C.T.
STUBBLEFIELD LANE
PROPOSED STATE HIGHWAY 29 LIBERTY BYPASS ENGINEER'S BASELINE
PROPOSED ROW
WIRE FENCE
WOOD FENCE
POND
LEANING FP
BEGIN COA
444+17.06
150.00' LT.
445+08.41
150.00' LT.
448+04.04
86.31' RT.
448+88.59
132.57' RT.
449+05.38
150.00' RT.
BEGIN COA
451+09.08
150.00' RT.
446+39.44
9.27' RT.
P.O.B.
SURFACE
COORDINATES:
N=10211360.14
E=3055878.90
P.O.C.
SURFACE
COORDINATES:
N=10211311.46
E=3055913.39
IRF W/CAP
NON-LEGIBLE
IRF W/CAP
(RPLS 5784)
W/CAP
(LAND DEV)
W/CAP
(RPLS 5784)
W/CAP
(BAKER SURVEYING)
60D NAIL
FOUND
1/2"
SEE DETAIL "B"
SHEET 6
SEE DETAIL "A"
SHEET 6
N21°03'34"W
213.62'
N21°03'34"W
203.87'
N51°08'08"W
184.55'
S71°02'56"W
208.99'
S55°09'52"W
315.88'
S34°59'12"E
363.63'
C1
C5
L1
L2
L3
444+00
445+00
446+00
447+00
448+00
449+00
450+00
451+00
452+00
453+00
MATCHLINE SHEET 2
PARCEL 47ROW
SHEET 1 OF 8
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900
Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 47 ROW HARLOW\PARCEL 47ROW SH 29 BYPASS LH LTS.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642



PARCEL 47ROW
SHEET 2 OF 8

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
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T.B.P.E.L.S. FIRM NO. 10006900

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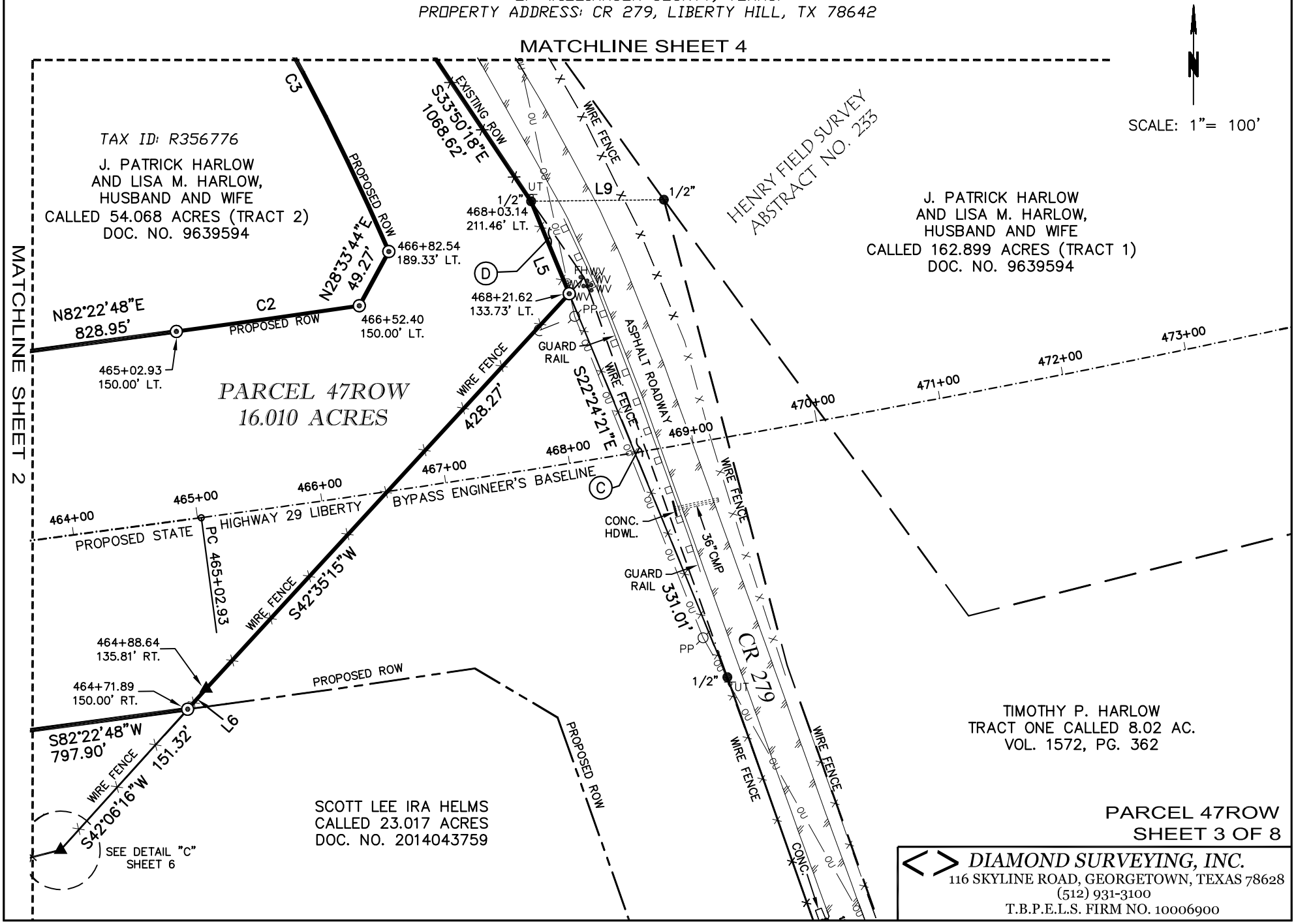

PARCEL 47ROW
SHEET 3 OF 8

DIAMOND SURVEYING, INC.
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T.B.P.E.L.S. FIRM NO. 10006900

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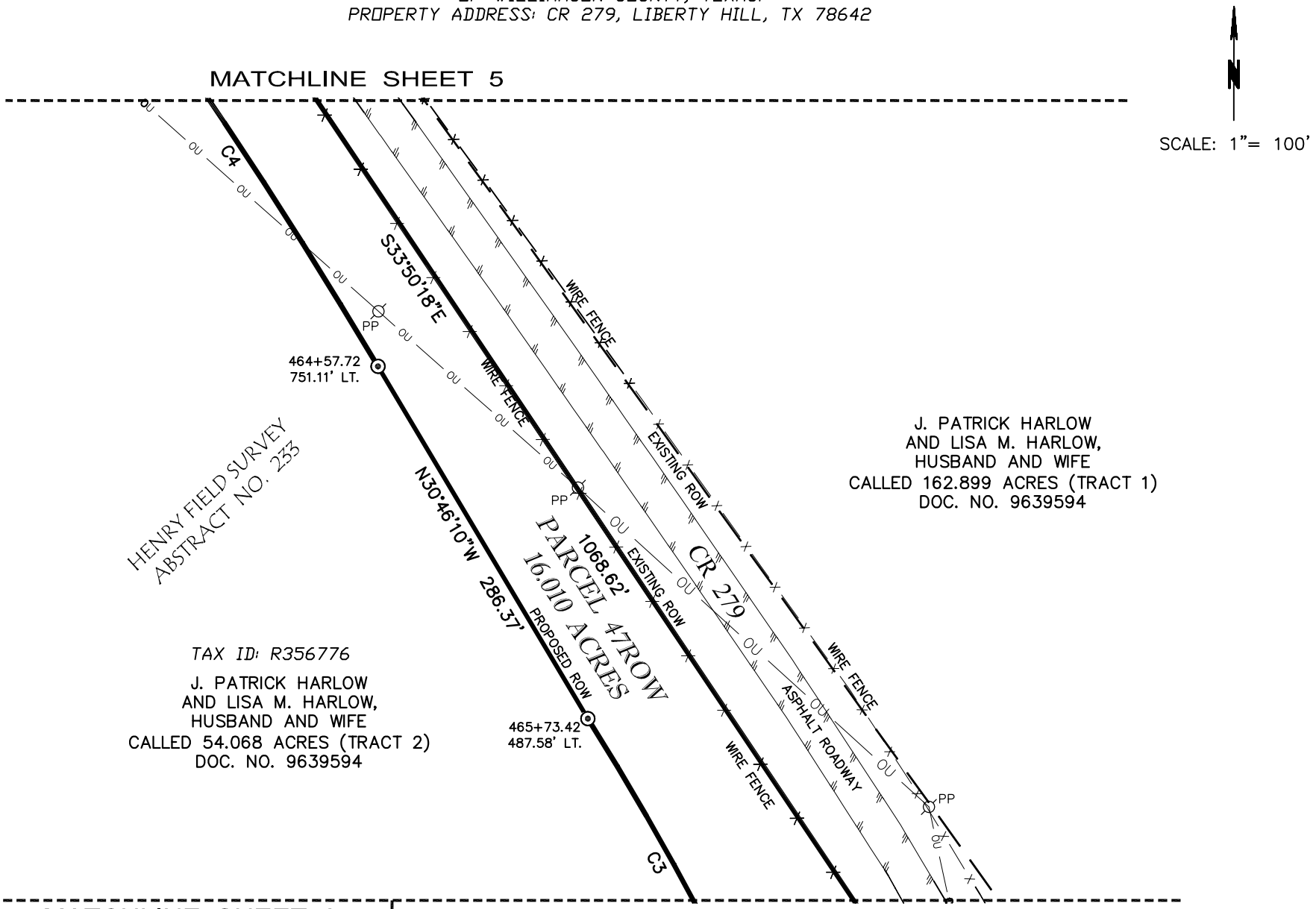

PARCEL 47ROW
SHEET 4 OF 8

DIAMOND SURVEYING, INC.
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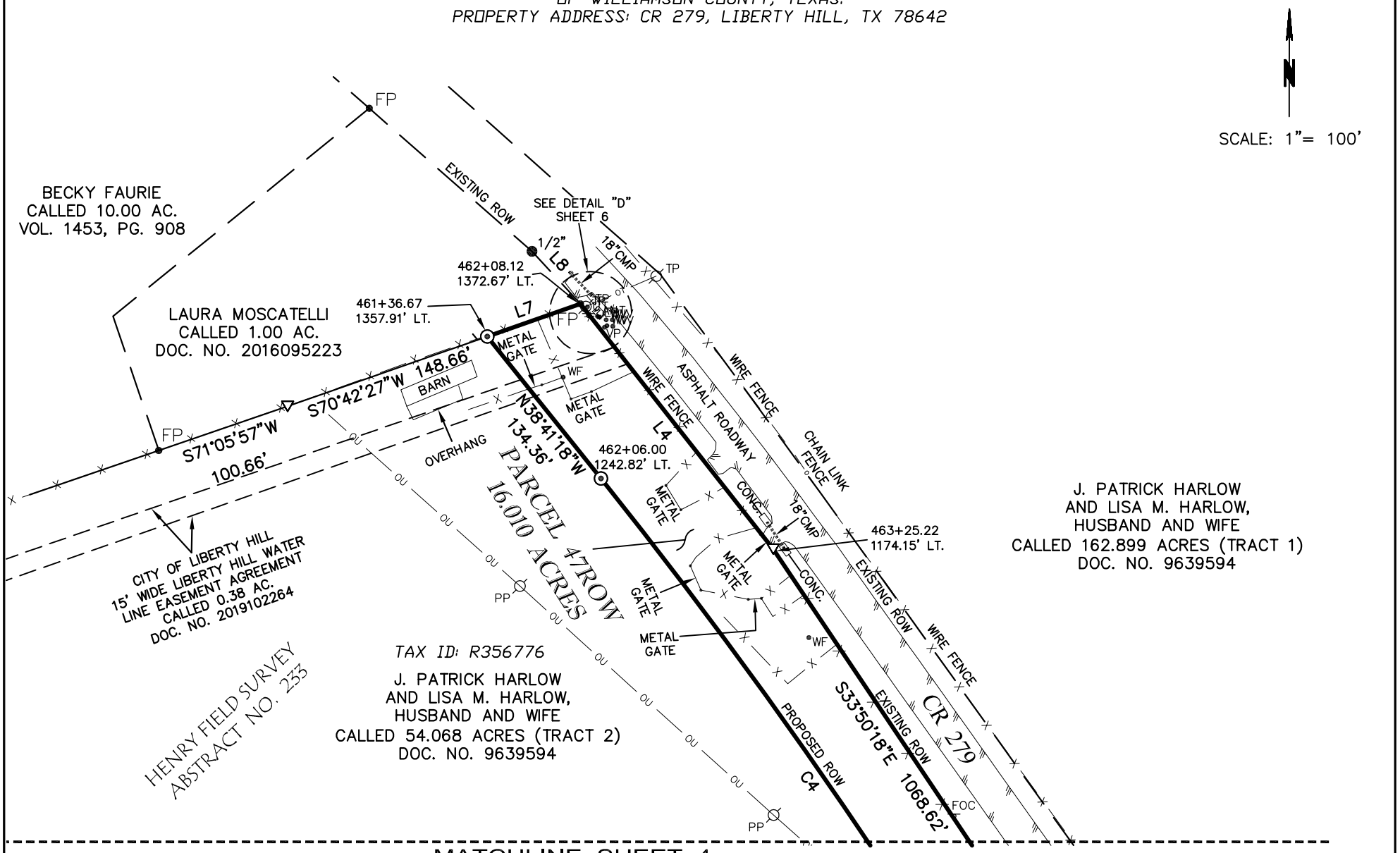

PARCEL 47ROW
SHEET 5 OF 8

DIAMOND SURVEYING, INC.
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(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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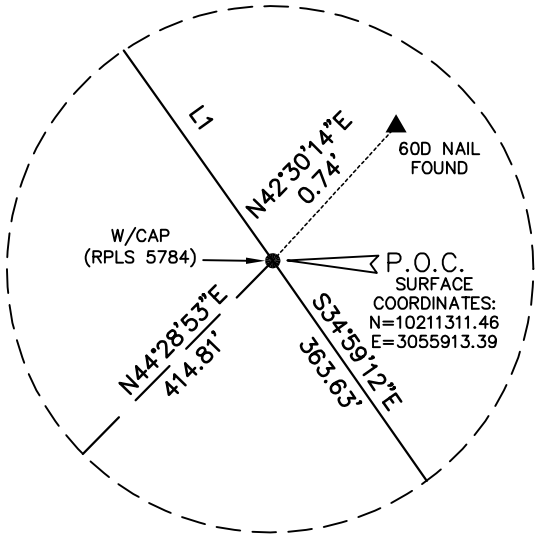
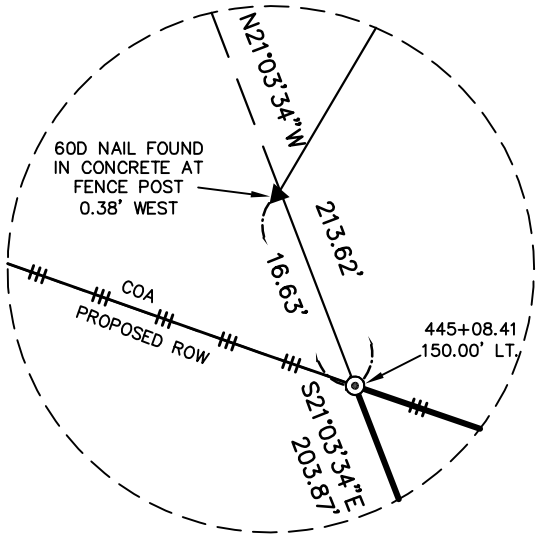
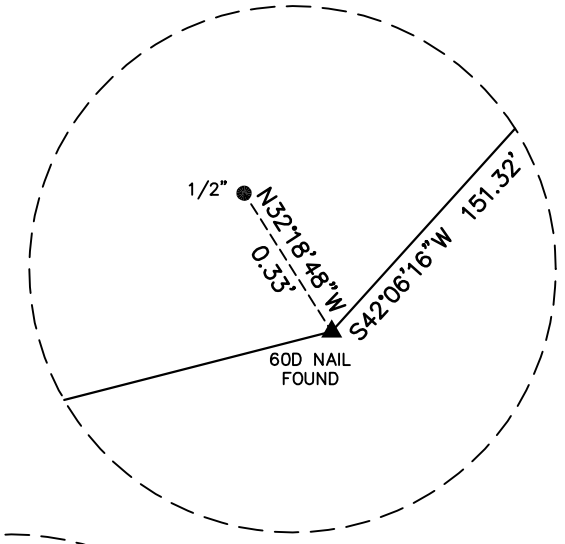


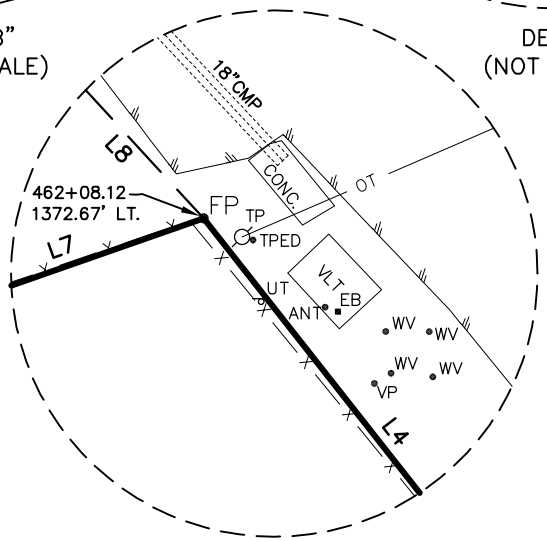
DETAIL 'A'
(NOT TO SCALE)



DETAIL "B"
(NOT TO SCALE)



DETAIL 'C'
(NOT TO SCALE)



DETAIL 'D'
(1" = 20')

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N35°18'56"W	59.66'
L2	N35°18'56"W	24.87'
L3	N50°59'33"W	99.63'
L4	S38°09'19"E	230.48'
L5	S22°24'21"E	79.83'
L6	S42°06'16"W	21.95'
L7	N70°42'27"E	72.96'
L8	N42°42'33"W	52.78'
L9	N89°19'56"E	105.99'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2350.00'	1095.64'	26°42'47"	S84°15'49"E	1085.75'
C2	10850.00'	147.43'	0°46'43"	N81°59'26"E	147.43'
C3	2097.19'	316.75'	8°39'13"	N27°47'43"W	316.45'
C4	4000.00'	552.84'	7°55'08"	N34°43'44"W	552.40'
C5	2650.00'	814.72'	17°36'54"	N88°48'45"W	811.52'

PARCEL 47ROW
SHEET 6 OF 8

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 47 ROW HARLOW\PARCEL 47ROW SH 29 BYPASS LH LTS.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642

LEGEND

●	IRON ROD FOUND
▲	60D NAIL FOUND
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
△	PK NAIL SET IN BASE OF TREE
▽	CALCULATED POINT
FP	FENCE POST
ANT	ANTENNA
VP	VENT PIPE
WF	WATER FAUCET
Ⓦ	WELL
WV	WATER VALVE
FH	FIRE HYDRANT
PP	POWER POLE
	DOWN GUY
TP	TELEPHONE POLE
UT	UNDERGROUND TELEPHONE MARKER
TPED	TELEPHONE PEDESTAL
— X — X — X —	WIRE FENCE
— OT —	OVERHEAD TELEPHONE LINE
— OU —	OVERHEAD UTILITY LINE
	EDGE OF PAVEMENT
	GUARD RAIL
	RIGHT-OF-WAY DEED LINE
	ENGINEER'S BASELINE
	CONTROL OF ACCESS
CONC.	CONCRETE
HDWL.	HEADWALL
CMP	CORRUGATED METAL PIPE
ROW	RIGHT-OF-WAY
COA	CONTROL OF ACCESS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

RECORD DEED INFORMATION
SEE SHEET 1

(A) MURRAY K. CHOATE AND PAMELA R. CHOATE
CALLED 13.929 AC. (TRACT I)
DOC. NO. 2016107912

(B) LIBERTY HILL WATER SUPPLY CORP.
CALLED 1.06 AC.
DOC. NO. 2000053600

RECORD DEED INFORMATION
WILLIAMSON COUNTY, TEXAS
RIGHT-OF-WAY DEEDS
SEE SHEET 3

(C) WILLIAMSON COUNTY, TEXAS
CALLED 0.06 AC.
VOL. 1988, PG. 638

(D) WILLIAMSON COUNTY, TEXAS
CALLED 0.015 AC.
VOL. 1987, PG. 644

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 47 ROW HARLOW\PARCEL 47ROW SH 29 BYPASS LH LTS.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Westcor Land Title Insurance Company, Commitment for Title Insurance T-7, GF No. T-149576, issued by Texas National Title, Inc., which bears an Effective Date June 18, 2021 and an Issued Date of July 1, 2021 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10.1. Electric transmission line easement granted to Texas Power & Light as described in Volume 235, Page 52, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10.2. Electric transmission and/or distribution line easement granted to Texas Power & Light Company as described in Volume 235, Page 89, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10.3. Electric transmission and/or distribution line easement granted to Texas Power & Light Company as described in Volume 235, Page 91, Deed Records, Williamson County, Texas. Maybe a part of the subject tract. Unable to determine exact location of said easement due to a vague description contained in said instrument.

10.4. Electric transmission and/or distribution line easement granted to Texas Power & Light Company as described in Volume 296, Page 28, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10.5. Water distribution and appurtenances easement granted to Liberty Hill Water Supply Corporation as described in Volume 1511, Page 314, Official Records, Williamson County, Texas. Not a part of the subject tract.

10.6. Water distribution and appurtenances easement granted to Liberty Hill Water Supply Corporation as described in Document No. 9618021, Official Records, Williamson County, Texas. May be a part of the subject tract. Unable to determine exact location of said easement due to a vague description contained in said instrument. Said instrument states: "The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the centerline thereof being the pipe line as installed." Attachment A of said instrument further states: "This easement to follow the entire length of property line bordering CR 279. The LHWSC will attempt to stay as close to property line as possible. We will only move away from the fence at the Grantor's instructions. (such as going around a large tree, etc.). A 6"PVC potable water line will be installed in this easement.". However said instrument does not state as to which side of CR 279 the pipeline will be installed.

10.7. All terms, conditions and provisions of that certain Liberty Hill Water Line Easement of record in Document No. 2019102264, Official Public Records of Williamson County, Texas. Is a part of the subject tract as shown hereon.

10.8. Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease: Recorded: Volume 494, Page 114, Deed Records, Williamson County, Texas. Not a survey matter.

10.9. Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease: Recorded: Volume 829, Page 467, Deed Records, Williamson County, Texas. Not a survey matter.

To: Williamson County, Texas, Westcor Land Title Insurance Company and Texas National Title, Inc., exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on July 29, 2021. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

PARCEL 47ROW
SHEET 8 OF 8

AUGUST 2, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 — DATE

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 47 ROW HARLOW\PARCEL 47ROW SH 29 BYPASS LH LTS.dwg

Commissioners Court - Regular Session **51.**

Meeting Date: 03/08/2022

CR 401 Resolution for Condemnation

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.802 acres) required for the construction of CR 401, and take appropriate action. (Norma R. White; Aaron Keith White and Lance Alan White/ Parcel 3). Funding Source: Road Bonds P390.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 11:22 AM
Form Started By: Charlie Crossfield		Started On: 03/03/2022 11:00 AM
Final Approval Date: 03/03/2022		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 2.802 acres (Parcel 3) described by metes and bounds in Exhibit "A" owned by **NORMA R. WHITE; AARON KEITH WHITE AND LANCE ALAN WHITE** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 401 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 3
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

January 19, 2022

PROPERTY DESCRIPTION FOR PARCEL 3

DESCRIPTION OF A 2.802 ACRE (122,045 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.C. EAVES SURVEY, ABSTRACT NO. 214, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 80.00 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO EUGENE E. ROZACKY OF DALLAS COUNTY, TEXAS AND NORMA R. WHITE AND AARON KEITH WHITE, RECORDED JANUARY 18, 1980 IN VOLUME 787, PAGE 242, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 2.802 ACRE (122,045 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 4" steel fence post found 1,363.85 feet left of County Road 401 (C.R. 401) Engineer's Centerline Station (E.C.S.) 130+33.91 on the south line of the remainder of a called 51.4 acre tract of land, described in a deed to Ed Hehman, recorded in Volume 366, Page 282, D.R.W.C.TX., for the northwest corner of a called 95.260 acre tract of land, described in a deed to Brandon Roznovak and wife, Abby Roznovak, recorded in Document No. 2014074516, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), from which a 5/8-inch iron rod with a plastic cap found, for the southwest corner of said 95.260 acre tract bears S 07°39'14" W, a distance of 3,022.83 feet;

THENCE S 82°30'54" E, with the common line of said 95.260 acre tract and said remainder of a called 51.4 acre tract, a distance of 1,382.27 feet to a 4" wood fence post found on the existing west right-of-way line of C.R. 401, a variable width right-of-way, no record information found, for the northeast corner of said 95.260 acre tract, same being the southeast corner of said remainder of a called 51.4 acre tract;

THENCE N 06°43'09" E, departing the common line of said 95.260 acre tract and said remainder of a called 51.4 acre tract, with the existing west right-of-way line of said C.R. 401, a distance of 980.42 feet to a 3" metal fence post found, for the northeast corner of a called 40.00 acre tract of land, described in a deed to Harvey Bill Hehman, recorded in Volume 669, Page 935, D.R.W.C.TX., for the southeast corner of a called 79.74 acre tract of land, described in a deed to Ernest Lawrence, recorded in Document No. 1997051006, O.P.R.W.C.TX.;

THENCE N 83°16'41" W, departing the existing west right-of-way line of said C.R. 401, with the common line of said 40.00 acre tract and said 79.74 acre tract, a distance of 76.77 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 140+08.65 on the proposed west right-of-way line of C.R. 401;

THENCE N 07°16'57" E, departing the common line of said 40.00 acre tract and said 79.74 acre tract, with the proposed west right-of-way line of said C.R. 401, over and across said 79.74 acre tract, a distance of 1,510.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 155+19.12 on the common line of said 79.74 acre tract and a called 2,828.16 square vara tract of land, described in a deed to A. Anderson, recorded in Volume 79, Page 46, D.R.W.C.TX.;

THENCE N 07°16'57" E, continuing with the proposed west right-of-way line of said C.R. 401, over and across said 2,828.16 square vara tract, a distance of 16.00 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,176,898.16, E=3,203,279.70) set 68.00 feet left of C.R. 401 E.C.S 155+35.13 on the common line of said remainder of a called 80.00 acre tract and said 2,828.16 square vara tract, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said remainder of a called 80.00 acre tract and said 2,828.16 square vara tract, continuing with the proposed west right-of-way line of said C.R. 401, over and across said remainder of a called 80.00 acre tract, the following six (6) courses and distances numbered 1-6:

1) N 07°16'57" E, a distance of 260.85 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 157+95.95, said point being the beginning of a curve to the left,

2) With said curve to the left, an arc distance of 93.69 feet, through a central angle 00°21'34", having a radius of 14,932.00 feet, and a chord that bears N 07°06'10" E, a distance of 93.69 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 158+90.09,

3) N 06°55'23" E, a distance of 763.51 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 166+53.60, said point being the beginning of a curve to the right,

4) With said curve to the right, an arc distance of 388.70 feet, through a central angle 10°40'35", having a radius of 2,086.00 feet, and a chord that bears N 12°18'28" E, a distance of 388.14 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 170+29.53, said point being the beginning of a curve to the left,

5) With said curve to the left, an arc distance of 158.11 feet, through a central angle 04°41'21", having a radius of 1,932.00 feet, and a chord that bears N 15°20'53" E, a distance of 158.07 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 171+93.21, and

6) N 13°00'13" E, a distance of 179.95 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 59.64 feet left of C.R. 401 E.C.S 173+78.95, on the existing west right-of-way line of said C.R. 401, for the north corner of the parcel described herein, from which a 4" wood fence post found on the existing west right-of-way line of said C.R. 401 bears N 06°51'56" E, a distance of 737.92 feet;

7) **THENCE** S 06°51'56" W, departing the proposed west right-of-way line of said C.R. 401, with the existing west right-of-way line of said C.R. 401, a distance of 1,842.03 feet to a 1/2-inch iron rod found, for the northeast corner of said 2,828.16 square vara tract, same being the southeast corner of said remainder of a called 80.00 acre tract and of the parcel described herein;

8) **THENCE** N 81°30'15" W, departing the existing west right-of-way line of said C.R. 401, with the common line of said remainder of a called 80.00 acre tract and said 2,828.16 square vara tract, a distance of 82.46 feet to the **POINT OF BEGINNING**, and containing 2.802 acres (122,045 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 1.00012352. Units: U.S. Survey Feet.

**Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

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

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

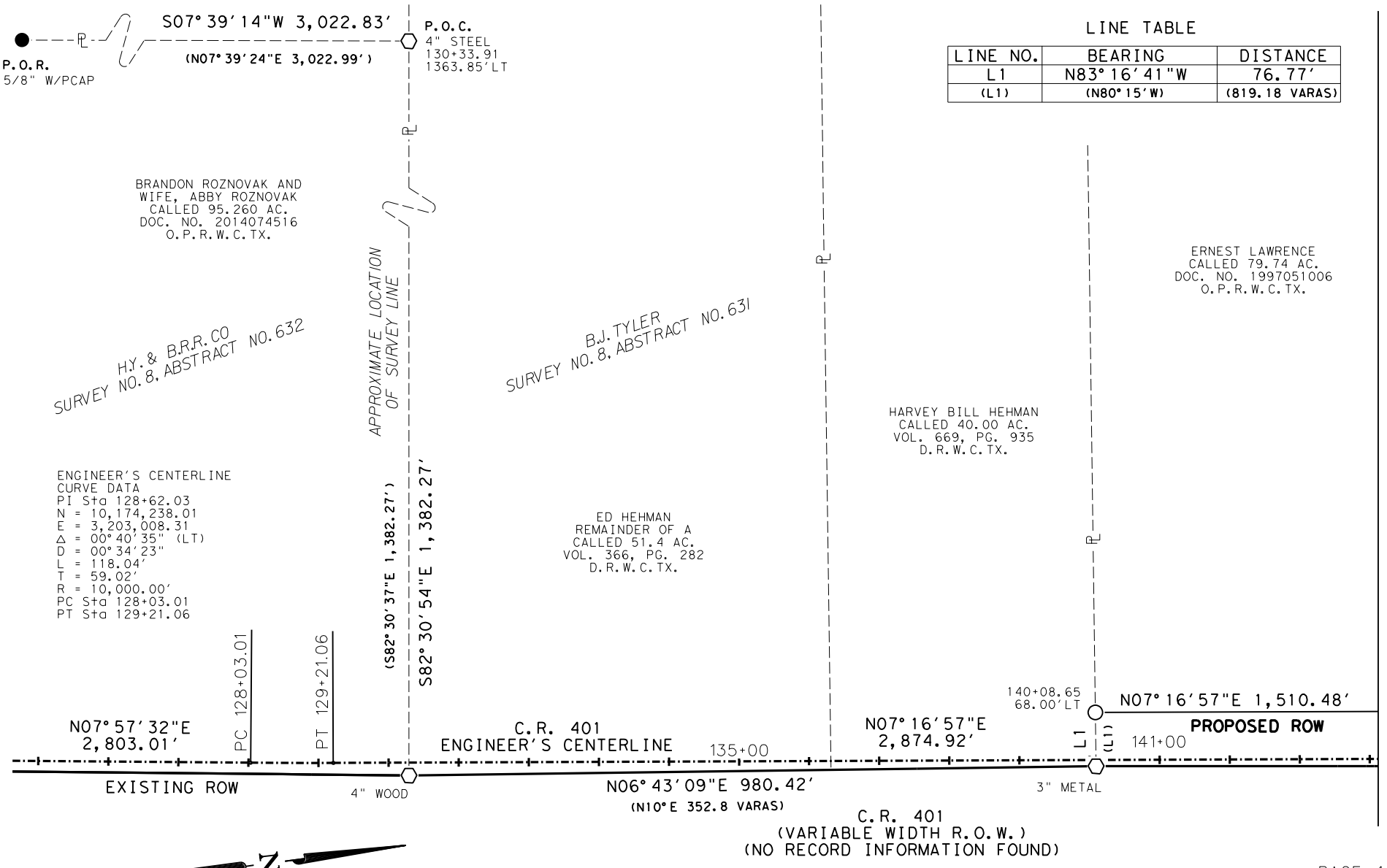
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 1/19/22

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

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

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N83° 16' 41"W	76.77'
(L1)	(N80° 15'W)	(819.18 VARAS)

N

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 48883
FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\3\PLAT\01\P-3_1.dgn

EXISTING	78.00 AC.	ACQUIRE	2.802 AC.	REMAINING	75.198 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
EUGENE E. ROZACKY OF DALLAS COUNTY, TEXAS AND NORMA R. WHITE AND AARON KEITH WHITE
PARCEL 3
2.802 AC. (122,045 SQ. FT.)

EXHIBIT "A"

MATCH SHEET 4 OUT OF 8

MATCH SHEET 6 OUT OF 8

LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	N07°16'57"E	16.00'
L3	N07°16'57"E	260.85'
L5	N81°30'15"W	82.46'

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 158+43.03
N = 10,177,194.96
E = 3,203,386.19
Δ = 01°21'34" (LT)
D = 00°22'55"
L = 94.12'
T = 47.06'
R = 15,000.00'
PC Sta 157+95.97
PT Sta 158+90.09

APPROXIMATE LOCATION OF SURVEY LINE

J.C. EAVES
ABSTRACT NO. 214

B.J. TYLER
SURVEY NO. 8, ABSTRACT NO. 631

A. ANDERSON
CALLED 2828.16 SQ. VARAS
VOL. 79, PG. 46
D.R.W.C.TX.

EUGENE E. ROZACKY OF DALLAS COUNTY, TEXAS AND NORMA R. WHITE AND AARON KEITH WHITE
RECORDED JANUARY 18, 1980
REMAINDER OF A CALLED 80.00 AC.
VOL. 787, PG. 242
D.R.W.C.TX.

(580°E 491 VARAS)

CENTERLINE OF ELECTRIC EASEMENT PER DESCRIPTION
VOL. 298, PG. 147
D.R.W.C.TX.
NO VISIBLE EVIDENCE OF UTILITIES

ERNEST LAWRENCE
CALLED 79.74 AC.
DOC. NO. 1997051006
O.P.R.W.C.TX.

P.O.B.
**N=10,176,898.16
E=3,203,279.70
155+35.13
68.00'LT

**157+95.95
68.00'LT

**158+90.09
68.00'LT

3 (2.802 AC.)

PROPOSED ROW N07°16'57"E 1,510.48'

L3

C1

N06°55'23"E
763.51'

PROPOSED ROW

145+00 N07°16'57"E 2,874.92' C.R. 401 ENGINEER'S CENTERLINE 154+00

N06°55'23"E 763.51'

L5

EXISTING ROW

SEE DETAIL "A"

S06°51'56"W 1,842.03'
(N10°E 930.24 VARAS)

PC 157+95.97

PT 158+90.09

C.R. 401
(VARIABLE WIDTH R.O.W.)
(NO RECORD INFORMATION)

N

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 48883

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\3\PLAT\01\P-3_2.dgn

EXISTING	78.00 AC.	ACQUIRE	2.802 AC.	REMAINING	75.198 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
EUGENE E. ROZACKY OF DALLAS COUNTY, TEXAS AND NORMA R. WHITE AND AARON KEITH WHITE
PARCEL 3
2.802 AC. (122,045 SQ. FT.)

EXHIBIT "A"

MATCH SHEET 5 OUT OF 8

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°21'34"LT	14,932.00'	93.69'	93.69'	N07°06'10"E
C2	10°40'35"RT	2,086.00'	388.70'	388.14'	N12°18'28"E
C3	04°41'21"LT	1,932.00'	158.11'	158.07'	N15°20'53"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L4	N13°00'13"E	179.95'

J.C. EAVES
ABSTRACT NO. 214

EUGENE E. ROZACKY OF DALLAS COUNTY, TEXAS AND NORMA R. WHITE AND AARON KEITH WHITE
RECORDED JANUARY 18, 1980
REMAINDER OF A CALLED 80.00 AC.
VOL. 787, PG. 242
D.R.W.C.TX.

ENGINEER'S CENTERLINE CURVE DATA
PI Sta 168+42.12
N = 10,178,186.76
E = 3,203,506.61
Δ = 10°46'10" (RT)
D = 02°51'53"
L = 375.93'
T = 188.52'
R = 2,000.00'
PC Sta 166+53.60
PT Sta 170+29.53

ACCESS EASEMENT
DOC. NO. 2016060695
O.R.W.C.TX.

NORMA RUTH WHITE, LANCE ALLAN WHITE, AND WIFE, MELISSA LAFOUTAIN WHITE
CALLED 2.00 AC.
DOC. NO. 2016116715
O.P.R.W.C.TX.

WATER WELL EASEMENT
DOC. NO. 2016060694
O.R.W.C.TX.

ENGINEER'S CENTERLINE CURVE DATA
PI Sta 172+04.69
N = 10,178,533.24
E = 3,203,617.14
Δ = 10°00'37" (LT)
D = 02°51'53"
L = 349.43'
T = 175.16'
R = 2,000.00'
PC Sta 170+29.53
PT Sta 173+78.96

UNION PACIFIC RAILROAD
(200' WIDE R.O.W.)
AS DEPICTED ON A R.O.W. TRACK MAP DATED JUNE 30, AND 1917

POSSIBLE LOCATION OF ELECTRIC EASEMENT
VOL. 1234, PG. 171
D.R.W.C.TX.
(DESCRIPTION VAGUE)

3 (2.802 AC.)

C.R. 401
(VARIABLE WIDTH R.O.W.)
(NO RECORD INFORMATION)

N06°55'23"E
763.51'

**166+53.60
68.00'LT

C2

**170+29.53
68.00'LT

C3

**171+93.21
68.00'LT

L4

PROPOSED ROW

165+00

S06°51'56"W
1,842.03'
(N10°E 930.24 VARAS)

EXISTING ROW

PC 166+53.60

PRC 170+29.53

PT 173+78.96

173+78.95
59.64'LT

N06°51'56"E 737.92'

EXISTING ROW

P.O.R.
4" WOOD

180+00

N07°40'56"E 1,030.63'

C.R. 401
ENGINEER'S CENTERLINE

ELECTRICEASEMENT
VOL. 898, PG. 283
D.R.W.C.TX.

REF. FIELD NOTE NO. 48883

N

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\3\PLAT\01\P-3_3.dgn

EXISTING	78.00 AC.	ACQUIRE	2.802 AC.	REMAINING	75.198 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
EUGENE E. ROZACKY OF DALLAS COUNTY, TEXAS AND NORMA R. WHITE AND AARON KEITH WHITE
PARCEL 3
2.802 AC. (122,045 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061676, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 14, 2021, AND ISSUED DATE JULY 23, 2021.

10. A. EASEMENT DATED JUNE 27, 1939, EXECUTED BY ADAM APPEL TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 298, PAGE 147, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (PLOTTED PER DESCRIPTION, NO VISIBLE EVIDENCE OF UTILITIES, MAY AFFECT)

B. EASEMENT DATED MARCH 1, 1946, EXECUTED BY ADAM APPEL AND BERTHA APPEL TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 337, PAGE 14, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (MAY AFFECT)

C. RIGHT OF WAY EASEMENT DATED AUGUST 11, 1972, EXECUTED BY EMIL ROZACKY AND VLASTA ROZACKY TO JONAH, RECORDED IN VOLUME 564, PAGE 55, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)

D. RIGHT OF WAY EASEMENT DATED DECEMBER 13, 1974, EXECUTED BY EMIL ROZACKY AND VLASTA ROZACKY TO JONAH WATER SUPPLY CORP., RECORDED IN VOLUME 601, PAGE 122, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)

E. EASEMENT AND RIGHT OF WAY DATED APRIL 29, 1982, EXECUTED BY NORMN WHITE TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 898, PAGE 283, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (BEGINS AND RUNS NORTH OF SUBJECT PARCEL, DOES NOT AFFECT)

F. EASEMENT AND RIGHT OF WAY DATED JANUARY 29, 1985, EXECUTED BY NORMA WHITE, KEITH WHITE AND EUGENE E. ROZNCKY TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 1234, PAGE 171, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT ACCURATELY, POSSIBLE LOCATION SHOWN, MAY AFFECT)

G. EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED JULY 7, 2016 TO QWEST COMMUNLCATIONS COMPANY, LLC, F/K/A QUEST COMMUNICATIONS CORPORATION, SPRING COMMUNICATIONS COMPANY, LP, AND LEVEL 3 COMMUNICATIONS, LLC, RECORDED UNDER DOCUMENT NO. 2015075890, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, UNABLE TO PLOT, MAY AFFECT)

H. SPRINGING CONTINGENT WATER WELL EASEMENT DATED JUNE 30, 2016, EXECUTED BY AARON KEITH WHITE, NORMA RUTH WHITE AND LANCE ALLAN WHITE AND WIFE, MELISSA LAFOUNTAIN WHITE TO UNIVERSITY FEDERAL CREDIT UNION, RECORDED UNDER DOCUMENT NO. 2016060694, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

I. SPRINGING CONTINGENT ACCESS EASEMENT DATED JUNE 30, 2016, EXECUTED BY AARON KEITH WHITE, NORMA RUTH WHITE AND LANCE ALLAN WHITE AND WIFE, MELISSA LAFOUNTAIN WHITE TO UNIVERSITY FEDERAL CREDIT UNION, RECORDED UNDER DOCUMENT NO. 2016060695, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

REF. FIELD NOTE NO. 48883

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\3\PLAT\01\P-3_3.dgn

EXISTING	78.00 AC.	ACQUIRE	2.802 AC.	REMAINING	75.198 AC. LEFT

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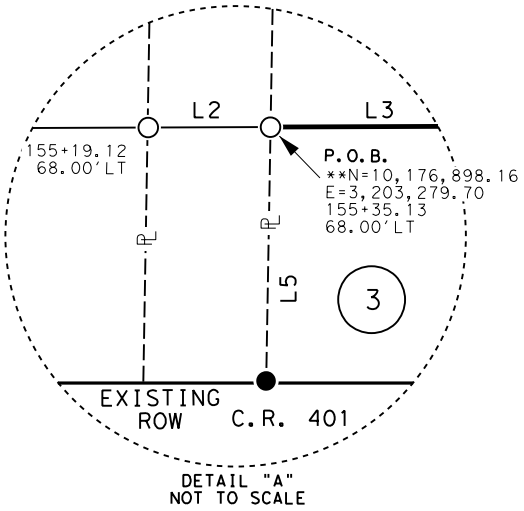
PARCEL 3
2.802 AC. (122,045 SQ. FT.)

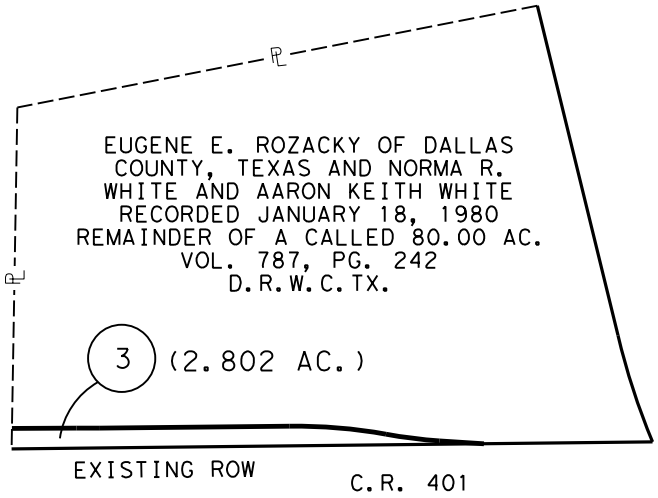
LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—≈—	DISTANCE NOT TO SCALE
——/——	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"



DETAIL "A"
NOT TO SCALE



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. 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 TEXAN TITLE INSURANCE COMPANY, GF NO. 21061676, EFFECTIVE DATE JULY 14, 2021, AND ISSUED DATE JULY 23, 2021. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

**UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

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.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

Scott C. Brashear

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

1/19/22

DATE

REF. FIELD NOTE NO. 48883

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\3\PLAT\01\P-3_3.dgn

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COUNTY, TEXAS AND NORMA R.
WHITE AND AARON KEITH WHITE
PARCEL 3
2.802 AC. (122,045 SQ. FT.)

Commissioners Court - Regular Session **52.**

Meeting Date: 03/08/2022

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	03/03/2022 09:04 AM
Form Started By: Charlie Crossfield		Started On: 03/03/2022 08:23 AM
Final Approval Date: 03/03/2022		

Meeting Date: 03/08/2022

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

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 09:04 AM
Form Started By: Charlie Crossfield		Started On: 03/03/2022 08:24 AM
Final Approval Date: 03/03/2022		

Commissioners Court - Regular Session **58.**

Meeting Date: 03/08/2022

Director of Veteran Services

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Information

Agenda Item

Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of the Director of Veterans Services (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Form Started By: Becky Pruitt Started On: 03/04/2022 10:54 AM

Final Approval Date: 03/04/2022

Meeting Date: 03/08/2022

Veteran Services

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Information

Agenda Item

Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of the Director of Veterans Services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Form Started By: Becky Pruitt Started On: 03/04/2022 10:56 AM

Final Approval Date: 03/04/2022